



Doc#: 1205416096 Fee: \$130.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/23/2012 04:23 PM Pg: 1 of 47

<p><b>THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDATION SHOULD BE RETURNED TO :</b></p>	
<p><b>Michael C. Kim and Associates 19. S. LaSalle Street, Suite 303 Chicago, Illinois 60603 Attn: Michael C. Kim, Esq. Eliot G. Schencker, Esq.</b></p>	

**PREAMBLE TO THE  
FIRST  
AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
FOR  
THE GASLIGHT VILLAGE CONDOMINIUM**

WHEREAS, the Declaration of Condominium Ownership and for Easements, Restrictions and Covenants for The Gaslight Village Condominium Association (hereinafter referred to as "Declaration") was recorded on December 30, 1977 as Document No. 24266331 in the Office of the Recorder of Deeds of Cook County, Illinois against the Property legally described on page 1 of the First Amended and Restated Declaration of Condominium attached hereto, and the Property has been submitted to the provisions of the Illinois Condominium Property Act ("Act"); and

WHEREAS, provisions of the Act establish certain requirements which the Association is required by law to follow, and with which the present Declaration is either incomplete or in conflict; and

WHEREAS, because of this incompleteness or conflict between the language of the Declaration and the Act, there is the likelihood that confusion, illegal action, or litigation could result imposing needless financial expense on the Association and individual unit owners and possibly also calling into question the validity of actions of the Board of Directors (also known as the Board of Managers) (the "Board") of the Association; and

WHEREAS, Section 27(b)(1) of the Act provides a procedure for amending the Declaration to correct omissions and other errors in the,

RECORDING FEE 24  
 DATE 2-23-12 COPIES 6  
 OK BY R. May

# UNOFFICIAL COPY

Declaration, and such Amendment was adopted pursuant to the provisions of Section 27(b)(1) of the Act. This section of the Act provides that, where there is an omission or error in the Declaration, By-Laws or other condominium instruments, the Association may correct the error or omission by an amendment in order to conform the instrument with the provisions of the Act. The Amendment may be adopted by a vote of two-thirds (2/3) of the members of the Board unless the Board's action is rejected by a majority of the votes of the Unit Owners at a meeting of the Unit Owners duly called for that purpose pursuant to a written petition of the Unit Owners having twenty percent of the votes of the Association filed within thirty (30) days after the action of the Board to approve the Amendment; and

WHEREAS, the Board has given written notice of its action to amend the Declaration pursuant to Section 27(b)(1) of the Act to all Unit Owners according to the procedures set forth in the Act, and the requisite number of Unit Owners failed to submit a written petition to the Board within thirty days of the Board's action, as provided by Section 27(b)(3) of the Act; and

WHEREAS, the First Amended and Restated Declaration truly and accurately reflects the Declaration as amended from time to time, and the Board desires to record the First Amended and Restated Declaration in order to memorialize all of the foregoing action.

NOW THEREFORE, in furtherance of the foregoing recitals, the Declaration of Condominium for the Gaslight Village Condominium Association is hereby amended and restated in accordance with the attached First Amended and Restated Declaration and is being recorded for the above stated purposes.

BOARD OF DIRECTORS OF THE GASLIGHT VILLAGE CONDOMINIUM ASSOCIATION

By: [Signature] 02/16/12  
Its President

Attest: [Signature]  
Its Secretary

2-16-12

**THIS PREAMBLE IS NOT PART OF THE FIRST AMENDED AND RESTATED DECLARATION OF THE GASLIGHT VILLAGE CONDOMINIUM**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

**UNOFFICIAL COPY**

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Managers of the Gaslight Village Condominium, established by the Declaration of Condominium, recorded on December 30, 1977 as Document No.24266331, in the Office of the Recorder of Deeds of Cook County, Illinois. By our signatures below, we hereby approve of and consent to this Amendment pursuant to Section 27(b) (1) of the Illinois Condominium Property Act. In witness, whereof we have cast our votes and signed this document in favor of this Amendment at a duly called meeting of the Board of Managers of the Gaslight Village Condominium held on December 15, 2011.

Claretta Meier

Printed name: Claretta Meier

Sarah Reedy

Printed name: Sarah Reedy

Dennis Stevens

Printed name: Dennis Stevens

Lauren Stevens

Printed name: Lauren Stevens

MARTHA E. MEDRANO

Printed name: MARTHA E. MEDRANO

Susan Maruso

Printed name: Susan Maruso

Randy Reese

Printed name: Randy Reese

Printed name: \_\_\_\_\_

Printed name: \_\_\_\_\_

BOARD OF MANAGERS OF  
GASLIGHT VILLAGE CONDOMINIUM ASSOCIATION

ATTEST: [Signature]  
Secretary of the Gaslight Village Condominium

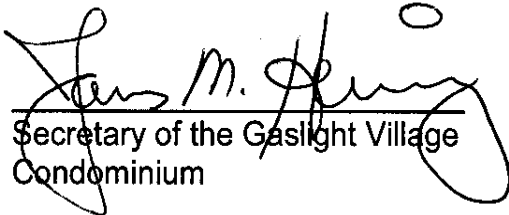
Property of Cook County Recorder of Deeds Office

# UNOFFICIAL COPY

## AFFIDAVIT OF SECRETARY

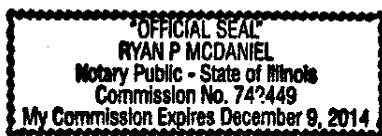
STATE OF ILLINOIS        )  
                                           ) SS  
 COUNTY OF COOK         )

I, James M. Henning, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of the Gaslight Village Condominium and as such Secretary and keeper of the books and records of said condominium I further state that the foregoing amendment was approved by at least two-thirds (2/3) of the members of the Board of Managers of said condominium, at a meeting of the Board of Managers duly noticed and convened and held for that purpose on December 15, 2011 at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect, and that a copy of the foregoing Amendment either was delivered or mailed to each Unit Owner in the Association at the address of the Unit or such other address as the Unit Owner has provided to the Board of Managers for purposes of mailing notices. I further state the unit owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amendment to the Declaration.

  
 Secretary of the Gaslight Village  
 Condominium

SUBSCRIBED AND SWORN to  
 before me this 8<sup>th</sup> day (RM)  
 of February, 2012

  
 Notary Public



# UNOFFICIAL COPY

## FIRST AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR THE GASLIGHT VILLAGE CONDOMINIUM

THIS DECLARATION made and entered into by PARKWAY BANK AND TRUST COMPANY, as Trustee, under Trust Agreement, dated May 16, 1969, and known as Trust No. 1049, and not individually for convenience hereinafter referred to as the "Trustee":

### WITNESSETH:

WHEREAS, the Trustee is the owner of the following described real estate located at 2904-14 N. Halsted Street, 801-13 West Oakdale Avenue, 800-810 West George Street, and 800-810 West Oakdale Avenue, in the City of Chicago, County of Cook, and State of Illinois:

PARCEL 1: Lots 19 to 29, both inclusive, in Block 2 in Woodland Subdivision of the East half of Block 5 in Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

PARCEL 2: Lots 28 and 29 in Block 1 in Woodland Sub-division of the East half of Block 5 in Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded December 19, 1890, in Book 45 of Plats, Page 27, as Document 1391238, in Cook County, Illinois.

WHEREAS, it is the desire and intention of the Trustee to enable said real estate together with all buildings, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges in anywise pertaining thereto, (hereinafter called the "property"), to be owned by Trustee and by each successor in interest of Trustee under that certain type or method of ownership commonly known as "CONDOMINIUM" and to submit the property to the provisions of the "Condominium Property Act" of the State of Illinois as amended from time to time; and

WHEREAS, the Trustee, acting under directions of the proper parties, has elected to establish for its own benefit and for the mutual benefit of all future owners or occupants of the property, or any part thereof, which shall be known as THE GASLIGHT VILLAGE CONDOMINIUM certain easements and rights in, over and upon said premises and certain mutually beneficial restrictions and obligations with respect to the property use, conduct and maintenance thereof; and

WHEREAS, the Trustee desires and intends that the several owners, mortgagees, occupants, and other persons hereafter acquiring any interest in said development shall at all times enjoy the benefits of, and shall hold their interest subject

# UNOFFICIAL COPY

to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspect of ownership and to facilitate the proper administration of such development.

NOW, THEREFORE, PARKWAY BANK AND TRUST COMPANY, as Trustee aforesaid, and not individually, as the owner of the real estate hereinabove described, and for the purposes set forth above, 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:

Declaration: This instrument by which the property is submitted to the provisions of the Condominium Property Act of the State of Illinois and such Declaration as from time to time amended.

Parcel: The entire tract of real estate above described.

Buildings: The buildings located on the Parcel containing the Units as more specifically hereafter described in Article II.

Property: All the land, property and space comprising the Parcel, all improvements and structures constructed or contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of the unit owners.

Unit: A part of the property within the buildings including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for a one-family dwelling, and having lawful access to a public way and more specifically described hereafter in Article II.

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

Limited Common Elements: A portion of the Common Elements reserved for the use of a certain Unit Owner or units to the exclusion of other units.

# UNOFFICIAL COPY

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

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

Owner: The person or persons whose estate or interest, individually or collectively, aggregate fee simple absolute ownership of a Unit Ownership.

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

## Article II

### --Units--

1. Description and Ownership. All units in the buildings located on the Parcel are delineated on the survey attached hereto as Exhibit "A" (Plat of Survey) and made a part of this Declaration, and are legally described as follows:

Units 2904-G, 2904-1, 2904-2, 2904-3, 2908-G, 2908-1, 2908-2, 2908-3, 2910-G, 2910-1, 2910-2, 2910-3, 2912-G, 2912-1, 2912-2, 2912-3, 2914-G, 2914-1, 2914-2, 2914-3, 801-A-G, 801-A-1, 801-A-2, 801-A-3, 801-B-G, 801-B-1, 801-B-2, 801-B-3, 803-A-G, 803-A-1, 803-A-2, 803-A-3, 803-B-G, 803-B-1, 803-B-2, 803-B-3, 805-A-G, 805-A-1, 805-A-2, 805-A-3, 805-B-G, 805-B-1, 805-B-2, 805-B-3, 809-G-1, 809-G-2, 809-CHS, 809-CHE, 809-CHW, 811-G, 811-1, 811-2, 811-3, 813-G, 813-1, 813-2, 813-3, 800-G, 800-1, 800-2, 800-3, 802-G, 802-1, 802-2, 802-3, 804-G, 804-1, 804-2, 804-3, 806-G, 806-1, 806-2, 806-3, 808-G, 808-1, 808-2, 808-3, 810-G, 810-1, 810-2, and 810-3, as delineated on survey of Lots 19 to 29, both inclusive, in Block 2 in Woodland Subdivision of the East half of Block 5 in Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; AND

Lots 20 and 29 in Block 1 in Woodland Subdivision of the East half of Block 5 in Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded December 19, 1890, in Book 45 of Plats, Page 27, as Document No. 1391238, in Cook County, Illinois, which Survey is attached as Exhibit "A" to Declaration made by PARKWAY BANK AND TRUST COMPANY, as Trustee under Trust Agreement dated May 16, 1969, and known as Trust No. 1049, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number

# UNOFFICIAL COPY

24266331 and Registered in the Office of the Registrar of Titles of Cook County, Illinois, as Document Number 2990817.

It is understood that each unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereon in Exhibit "A". Every deed, lease, mortgage or other instrument may legally describe a unit by its identifying number or symbol as shown on Exhibit "A", and every such description shall be deemed good and sufficient for all purposes. Except as otherwise provided in the Condominium Property Act, no unit owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his unit to be separated into any tracts or parcels different from the whole unit as shown on Exhibit "A".

2. Certain Structures Not Constituting Part of a Unit. No owner shall own any pipes, wires, conduits public utility lines, or structural components running through his unit and serving more than his unit, except as a tenant in - common with all other owners.

## Article III

### --Common Elements--

1. Description. Except as otherwise provided, the common elements shall consist of all portions of the property except the units. Without limiting the generality of the foregoing, the common elements shall include the land, foundations, walls, hallways, entrances and exits, storage areas, laundry rooms, basements, boilers, central and individual heating and air conditioning units (whether located within or without the unit and including in-wall air conditioning units), roofs, porches, master television antenna system, (whether leased or owned), if any, all stairways, elevators, halls, courtyards, lobbies, corridors, pipes, ducts, flues, chutes, conduits, wires or other utility installations to the outlets, and such component parts of walls, floors and ceilings as are not located within the units.

2. Ownership of Common Elements. Each owner shall own an undivided interest in the common elements as a tenant in common with all the other owners of the property, and, except as otherwise limited in this Declaration shall have the right to use the common elements for all purposes incident to the use and occupancy of his unit as a place of residence and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his unit. The extent or amount of such ownership shall be expressed by a percentage amount, and once determined, shall remain constant, and may not be changed without unanimous approval of all owners. The trustee has so determined each unit's corresponding percentage of ownership in the common elements as set forth on Exhibit, "B" attached hereto and made a part of this Declaration.



# UNOFFICIAL COPY

3. No Partition of Common Elements. There shall be no partition of the common elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any unit ownership shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said unit ownership as between such co-owners.

## Article IV

### --General Provisions as to Units and Common Elements--

1. Submission of Property to "Condominium Property Act". The property is hereby submitted to the provisions of the "Condominium Property Act" of the State of Illinois.

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

3. 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 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, or in the event any Unit shall hereafter encroach on any other Unit or on the common elements, valid easements for the maintenance such encroachment are hereby established and shall exist for the benefit of such Unit and the common elements, as the case may be, so long as all or any part of the Building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owners of the common elements in such encroachment occurred due to the willful conduct of said owner or owners.

# UNOFFICIAL COPY

(b) Utility Easements. All the public utilities serving the property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipe, wires and other equipment, into and through the common elements for the purpose of providing the property with utility services.

(c) Easements to Run with 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 owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

(d) Porch. A valid exclusive easement is hereby declared and established for the benefit of all Units and their Owners, consisting of the right to use and occupy the Porch adjoining the Unit; provided, however, that no Owner shall decorate, fence, enclose, landscape, adorn or alter such Porch in any manner contrary to such rules and regulations as may be established by the Board of Managers, unless he shall first obtain the written consent of said Board so to do. The Porch adjoining each Unit shall be a Limited Common Element.

(e) Storage Area. The storage area in the Building outside of the respective Units, shall be part of the Common Elements, and the exclusive use and possession of such area shall be allocated among the respective owners in such manner and subject to such rules and regulations as the Board of Managers may prescribe. Each owner shall be responsible for his personal property in the storage area. The Board of Managers shall not be considered the bailee of such personal property and shall not be responsible for any loss or damage thereto whether or not due to the negligence of the Board of Managers.

(f) Parking Area. Parcel 2 of the Property shall be used exclusively by the owners of Units 801-A-G, 801-A-1, 801-A-2, 801-A-3, 801-B-G, 801-B-1, 801-B-2, 801-B-3, 803-A-G, 803-A-1, 803-A-2, 803-A-3, 803-B-G, 803-B-1, 803-B-2, 803-B-3, 805-A-G, 805-A-1, 805-A-2, 805-A-3, 805-B-G, 805-B-1, 805-B-2, 805-B-3 located in the building commonly known as 801-805 West Oakdale Avenue, Chicago, Illinois, as a Parking Area to be used solely for the parking of automobiles. The Parking Area shall be part of the Common Elements and all of said Parcel 2 is expressly declared to be a Limited Common Element exclusively serving the Units 801-A-G, 801-A-1, 801-A-2, 801-A-3, 801-B-G, 801-B-1, 801-B-2, 801-B-3, 803-A-G, 803-A-1, 803-A-2, 803-A-3, 803-B-G, 803-B-1, 803-B-2, 803-B-3, 805-A-G, 805-A-1, 805-A-2, 805-A-3, 805-B-G, 805-B-1, 805-B-2, 805-B-3 located in the building commonly described as 801-805

# UNOFFICIAL COPY

West Oakdale Avenue, Chicago, Illinois. Each of the Owners of the said Units shall have an exclusive right to park one automobile per Unit Ownership on Parcel 2. The rights granted herein shall run with the land, perpetually in full force and effect, and may not be severed from said Unit. However, the Parking Space, if not utilized by such Owner, may be used by the Owner's guests, licensees or assignees provided such use is at all times in accordance with the rules and regulations of the Board. The cost of any towing service shall not be paid from the common maintenance fund of the Association, but shall be paid by the Owners using such service or equipment. Notwithstanding anything herein contained to the contrary, the Board shall have the exclusive right to rent, lease, assign and otherwise use all remaining Parking Spaces of the Parking Area after allocation of one Parking Space to each of the Unit Owners of the 801-805 West Oakdale building. Any rents collected by the Board for the use of a Parking Space shall be considered a part of the maintenance fund and used for the repair and maintenance of the Common Elements and accounted for by the Board as is herein provided.

(g) Parking Garages. In addition to the Parking Area described in subparagraph (f) of this Article IV, there are five additional parking spaces in the garages on the property delineated on Exhibit "A" as P-1 through P-5, both inclusive. The legal description of each of said parking spaces shall consist of the identifying number or symbol of such parking space as shown on Exhibit "A" and every such description shall be good and sufficient for all purposes. An allocation of a specific parking space to a Unit Owner shall include as a right and easement appurtenant thereto, a grant of the perpetual and exclusive easement herein after referred to as the parking easement, consisting of the right to use same for parking purposes, and including the space contiguous thereto. The Parking Easement to a specific Parking space or spaces shall be to a specific Unit Ownership by the Trustee. Each deed, lease, mortgage, or other instrument affecting a Unit Ownership shall include the parking easement to the specific parking space so allocated and appurtenant thereto. Any such deed, lease, mortgage or other instrument purporting to affect a Unit Ownership without also including parking easement to the specific parking space allotted to the said Unit shall be deemed and taken to include the said parking easement to the said parking space even though not specifically mentioned or described therein. No Parking space shall be used in any manner contrary to such rules and regulations applicable to all parking spaces as may be established by the Board of Managers. A Unit Owner shall have the right to sell or lease the Parking Easement to another Unit Owner, provided that such sale or lease shall be subject to the approval of the Board. The cost of maintenance of the Parking Space in the garage shall not be paid from the common maintenance fund of the Association, but shall be paid by the Owners of the Units to whom a parking easement has been allocated.

# UNOFFICIAL COPY

## Article V

### --Administration--

1. Administration of Property. The direction and administration of the property shall be vested in a Board of Managers (hereinafter referred to as the Board), consisting of nine (9) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the unit owners; provided, however, that in the event a unit owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.
2. Association. The Trustee or Board of Managers at any time hereafter may cause to be incorporated, a not-for-profit corporation under the laws of the State of Illinois to be called THE GASLIGHT VILLAGE CONDOMINIUM ASSOCIATION, or a name similar thereto, to facilitate administration and operation of the property. The Board of Directors of such association shall be deemed to be the Board of Managers referred to herein and in the Condominium Property Act. Upon the formation of such association, every owner shall be a member therein which membership shall upon the sale or other disposition by such member of his Unit Ownership, at which time the new owner shall automatically become a member therein.
3. Voting Rights. (a) There shall be one person with respect to each unit ownership who shall be entitled to vote at any meeting of the unit owners. Such person shall be known (and, hereinafter referred to) as a "voting member." 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 is majority agreement when any one of the multiple owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit. Such voting member may be the owner or one of the group composed of all the owners of a unit ownership, or may be some person designated by such Owner or owners to act as proxy on his or their behalf and who need not be an owner. 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 months from the date of its execution, unless otherwise provided in the proxy. Every proxy must bear the date of execution. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death, judicially declared incompetence of any designator, or by written notice to the Board by the Owner or owners. Any or all of such owners may be present at any meeting of the voting members and (those constituting a group acting

# UNOFFICIAL COPY

unanimously) may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be 100 and each owner or group of owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the common elements applicable to his or their unit ownership as set forth in Exhibit "B". When thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of members specified in the Condominium Property Act or in the condominium instruments shall require the specified percentage by number of units rather than by percentage of interest in the Common Elements allocated to units that would otherwise be applicable and garage units or storage units, or both, shall have, in total, no more votes than their aggregate percentage of ownership in the common elements. This shall mean that if garage units or storage units, or both, are to be given a vote, or portion of a vote, that the Association must add the total number of votes cast of garage units, storage units, or both, and divide the total by the number of garage units, storage units, or both, and multiply by the aggregate percentage of ownership of garage units and storage units to determine the vote, or portion of a vote, that garage units or storage units, or both, have. For purposes of this subsection, when making a determination of whether thirty percent (30%) or fewer of the units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, a unit shall not include a garage unit or storage unit.

(b) The Association may, upon adoption of the appropriate rules by the Board of Managers, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself, provided that the Board further adopt rules to verify the status of the Unit Owner issuing a proxy or casting a ballot. A candidate for election to the Board of Managers or such candidate's representative shall have the right to be present at the counting of ballots at such election.

(c) If a rule is adopted at least 120 days before a Board election or the Declaration or Bylaws provide for balloting as set forth in this [subsection], Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting or (ii) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the Declaration, Bylaws, or rule; that the ballots shall be mailed or otherwise distributed to Unit Owners not less than 10 and not more than 30 days before the election meeting, and the Board shall give Unit Owners not less than 21 days' prior written notice of the deadline for inclusion of a candidate's name on the ballots; that the deadline shall be no more than 7 days before the ballots are mailed or otherwise distributed to Unit Owners; that every such ballot must include the names of

# UNOFFICIAL COPY

all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person casting the ballot the opportunity to cast votes for candidates whose names do not appear on the ballot; that a ballot received by the Association or its designated agent after the close of voting shall not be counted; that a Unit Owner who submits a ballot by mail or other means of delivery specified in the Declaration, Bylaws, or rule may request and cast a ballot in person at the election meeting, and thereby void any ballot previously submitted by that Unit Owner; and if a written petition by Unit Owners with at least 20% of the votes of the Association is delivered to the Board within 14 days after the Board's approval of a rule adopted pursuant to the Declaration, the Board shall call a meeting of the Unit Owners within 30 days after the date of delivery of the petition; that unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the rule, the rule is ratified. The Association shall have one class of membership.

(d) In the event of a resale of a 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 toward a quorum for purposes of election of members of the Board of Managers at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of members of the Board of Managers and to be elected to and serve on the Board of Managers unless the seller expressly retains in writing any or all such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of an installment contract shall be made available to the Association or its agent. For purposes of this section "installment contract" shall have the same meaning as set forth in Section 1(e) of "An Act Relating to Installment Contracts to Sell Dwelling Structures", approved August 11, 1967 as amended (765 ILCS 75/1).

## 4. Meetings

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

(b) Annual Meeting. The first annual meeting of the voting members shall be held within sixty days after all units have been sold, or such earlier date as the Trustee shall designate after the recording of this Declaration. Notice of the first annual

# UNOFFICIAL COPY

meeting of the voting members shall be held upon thirty (30) day written notice given by the Trustee. Thereafter there shall be an annual meeting of the voting members, one of the purposes of which shall be to elect members of the Board of Managers, on the First Tuesday of February of each succeeding year at 8:00 p.m. on the property, or at such other reasonable place or time (not more than fifteen days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten days prior to the date fixed for said meeting.

(c) Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Special meetings of the Unit Owners can be called by the President, Board of Managers, or by twenty percent (20%) of Unit Owners. 5. Notice of Meetings. Written notice of any membership meeting shall be mailed or delivered 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. Notices of meetings required to be given herein may be delivered either personally or by mail to the person entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

## 6. Board of Managers.

(a) At each annual meeting, the voting members shall, by a majority of the total votes present at such meeting, elect a Board of Managers for the forthcoming year, consisting of nine (9) owners. The Board of Managers may disseminate to the Unit Owners biographical and background information about candidates for election to the Board if reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated; and the Board does not express a preference in favor of any candidate. Any proxy distributed for Board elections by the Board of Managers must give Unit Owners the opportunity to designate any person as the proxy holder and give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name. Five (5) members shall constitute a quorum. Members of the Board shall serve, without compensation for a term of One (1) year, or until their successors are elected. No member of the Board or officer shall be elected for a term of more than two years, but officers and Board members may succeed themselves. The remaining members of the Board may fill a vacancy on the Board 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

# UNOFFICIAL COPY

meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for the purpose of filling a vacancy on the Board 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 such a meeting. 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 conducted in accordance with such regulations as the Board may adopt.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, be the chief executive officer of the Board and the Association, a Secretary who shall keep minutes of all the meetings of the Board and the voting members, who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account. The Secretary of the Association is hereby designated as the person to mail and receive all notices as provided for in the Condominium Property Act and in this Declaration. Unless otherwise provided by the Condominium Property Act, amendments to the condominium instruments authorized to be recorded shall be executed and recorded by the President of the Association or such other officer authorized by the Board of Managers.

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

(d) The Board shall meet at least four (4) times annually.

(e) Meetings of the Board shall be open to any Unit Owner except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board of Managers finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses. 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 meetings or portions thereof required to be open by tape, film, or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of such meetings shall be mailed or delivered to Board



# UNOFFICIAL COPY

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

(g) Special meetings of the Board can be called by the President or twenty-five percent (25%) of the members of the Board.

(h) Each Unit Owner shall receive notice, in the same manner as provided for in the Condominium Property Act for membership meetings, of any meeting of the Board of Managers concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment.

7. General Power of the Board. The Board, for the benefit of all the owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, the following:

(a) Water, waste removal, electricity, gas and other necessary utility service for the common elements and (if not separately metered or charged) for the units.

(b) A policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the common elements and the units; or, such fire and casualty insurance as the Board shall determine gives substantially equal or greater protection written in the name of, and the proceeds thereof shall be payable to, the Members of the Board, as trustee for each of the units owners in the percentages established as Exhibit "B" attached hereto, and to the owner's mortgagee as their interest may appear.

# UNOFFICIAL COPY

(1) The Board may engage the services of any bank or trust company, authorized to do trust business in Illinois to act as Trustee, agent or depositary on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Condominium Property Act and this Declaration. The fees of such corporate trustee shall be common expense. In the event of any loss in excess of \$50,000.00 in the aggregate, the Board shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed.

(2) The proceeds of such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the building, or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Condominium Property Act; and the rights of the mortgagee of any unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Condominium Property Act with respect to the application of insurance proceeds to reconstruction of the building.

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

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

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

# UNOFFICIAL COPY

(5) Each unit owner hereby waives and releases any and all claims which he may have against any other unit owner, members of the Board, the Trustee, 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.

(c) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

(1) Notwithstanding anything herein concerning insurance:

(a) Property Insurance. No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes 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. The insurance maintained under this subsection 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.

(b) General Liability Insurance. No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the property in a minimum amount of \$1,000,000, or a greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the management agent, and their respective employees and agents and all persons acting as agents. The Unit Owners must be included as additional insured parties but only for claims and liabilities arising in

# UNOFFICIAL COPY

connection with the ownership, existence, use, or management of the Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.

(c) Property and general liability insurance policies required to be carried by the Association must include each of the following provisions:

(1) 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.

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

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

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

(e) Primary Insurance. If at the time of a loss under the Association's 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.

(f) Deductibles. The Board of the Association may, in the case of a claim for damage to a Unit or the Common Elements, (i) pay the deductible amount as a common expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Owners who caused the damage or from whose Units the damage or cause of loss originated, or (iii) require the Unit Owners of the Units affected to pay the deductible amount.

# UNOFFICIAL COPY

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

(h) Fidelity bond;

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

(2) All management companies that are responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond.

(3) For purposes of paragraphs (A) and (B), the fidelity bond must be in the full amount of association funds and reserves in the custody of the Association or the management company.

(i) Mandatory Unit Owner Coverage. The Board may, if permitted under the Declaration and By-Laws or by rule, require condominium Unit Owners to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the unit. The personal liability of a Unit Owner or Association member must include the deductible of the Owner whose Unit was damaged, any damage not covered by insurance required by this subsection/subparagraph, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings. If the Unit Owner does not purchase or produce evidence of insurance requested by the Board, the directors may purchase the insurance coverage and charge the premium cost back to the unit owner. In no event is the Board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.

(j) Certificates of insurance. Contractors and vendors (except public utilities) doing business with the Association under contracts exceeding \$10,000

# UNOFFICIAL COPY

per year must provide certificates of insurance naming the Association, the Board, and its managing agent as additional insured parties.

(d) The services of any person or firm employed by the Board.

(e) Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Unit and the doors and windows appurtenant thereto, which the Owner shall paint, clean, decorate, maintain and repair) except under those circumstances hereinafter provided, and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements. All necessary maintenance, repairs and replacements as may be required for the functioning of the plumbing and utility systems within the Units, and for bringing of water, gas and electricity to the Unit and any repairs or replacements required to interior walls of any units, including decorating to the extent made necessary or caused by maintenance, repair or replacement work to the Common Elements or to the heating, plumbing and utility system, shall be paid by the Board provided, however, that any damages to a Unit caused by the negligence of any unit owner shall be paid by said owner to the extent said damages are not compensable under any then existing insurance contracts, it being the intention to not confer any subrogation rights to any insurance carrier against any unit owner where the damages are covered under any insurance contract then maintained by the Board.

(f) 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 condominium development or for the enforcement of these restrictions.

(g) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire property constitute a lien against the property or against the Common Elements, rather than merely against the interests therein of particular owners. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or lien shall be specifically assessed to said owners.

(h) Maintenance and repair of any unit if such maintenance and repair is necessary in the discretion of the Board, to protect the common elements, or any other portion of the building, and the owner or owners of said unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the 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. If, due to the act or neglect of a unit owner, or of a

# UNOFFICIAL COPY

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 as may be determined by the Board, to the extent not covered by insurance.

(i) The Board or its agents may enter any unit as may be necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to other Units; 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.

(j) Each unit owner shall furnish and be responsible for, at his own expense, all of the decorating within his own unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. In the event the boundaries of any unit, as shown on Exhibit "A", are the finished undecorated interior surfaces of the perimeter walls, floors and ceilings thereof, the owner of such unit shall be entitled to the exclusive use of such surfaces and the underlying lath and plaster, in good condition at his sole expenses as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board, and each such unit owner shall have the right to decorate such surface from time to time in such manner as he may see fit and at his sole expense. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the building, shall be subject to the rules and regulations of the Board. Decorating of the common elements (other than interior surfaces within the units as above provided) and any re-decorating 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.

(k) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund, any capital addition or improvement (other than for purposes of repairing, replacing or restoring portions of the common elements, subject to all the provisions of this Declaration) having a total cost in excess of One Thousand Dollars (\$1,000.00) nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the common elements (other than for purposes of repairing, replacing or restoring portions of the common elements, subject to all the provisions of this Declaration) requiring an expenditure in excess of One Thousand Dollars (\$1,000.00) without in each case the prior approval of the voting members holding two-thirds (2/3) of the total votes.

# UNOFFICIAL COPY

(l) 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 counter-signed by the President of the Board.

(m) The Board may adopt such reasonable rules and regulations 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 the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Condominium Property Act, except that no quorum is required at such meeting of the Unit Owners. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, nor may any rules or regulations conflict with the provisions of the Condominium Property Act or the condominium instruments. No rule or regulation shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a condominium unit; Written notice of such rules and regulations shall be given to all owners and occupants, and the entire Property shall at all times be maintained subject to such rules and regulations.

(n) The Board may engage the services of a manager or managing agent. The Association shall obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund. All management companies that are responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond. The fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company.

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



# UNOFFICIAL COPY

(p) The members of the Board and the officers thereof 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. The Unit owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the unit owners 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 on behalf of the unit owners shall be executed by such members or officers or the managing agent, as the case may be, as agents for the unit owners.

(q) In the event of any dispute or disagreement between any unit owners relating to the property, or any question of interpretation or application of the provisions of the Declaration, the determination thereof by the Board shall be final and binding to each and all of such unit owners.

(r) The Board shall have such other and further powers as are conferred upon it under the laws of the State of Illinois.

(s) The powers and duties of the Board of Managers shall also include, but shall not be limited to, the following:

(1) To provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. Nothing in this subsection (t) shall be deemed to invalidate any provision in the Declaration or By-Laws placing limits on expenditures for the Common Elements, provided, that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. The terms "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment, with the functional equivalent of the original portions of such areas. Replacement of the Common Elements may result in an improvement over the original quality of such elements or facilities; provided that, unless the improvement is mandated by law or is an emergency as defined in Section 18(a)(8)(iv) of the Act, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board of managers, upon written petition by Unit Owners with 20 percent (20%) of the votes of the association delivered to the Board within fourteen (14) days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the

# UNOFFICIAL COPY

petition to consider the expenditure; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified;

- (2) To prepare, adopt and distribute the annual budget for the Property;
- (3) To levy and expend assessments;
- (4) To collect assessments from Unit Owners;
- (5) To provide for the employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;
- (6) To obtain adequate and appropriate kinds of insurance;
- (7) To own, convey, encumber, lease and otherwise dealing with Units conveyed to or purchased by it;
- (8) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (9) To pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium;
- (10) 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 an opportunity to be heard, to levy reasonable fines for violation of the Declaration, Bylaws, and rules and regulations of the Association;
- (11) By a majority vote of the entire Board of Managers, to assign the right of the Association to future income from Common Expenses or other sources, and to mortgage or pledge substantially all of the remaining assets of the Association;
- (12) To record the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under the provisions of Section 14.2 of the Condominium Property Act;
- (13) To record the granting of an easement for the laying of cable television cable where authorized by the Unit Owners under the provisions of Section 14.3 of the Condominium Property Act, and to obtain, if available and determined by the Board to be in the best interests of the Association, cable television service for all of the Units of the condominium on a bulk identical service and equal cost per Unit; and to

# UNOFFICIAL COPY

assess and recover the expense as a common expense and, if so determined by the Board, to assess each and every Unit on the same equal cost per Unit;

(14) To seek relief on behalf of all Unit Owners when authorized pursuant to Subsection (c) of Section 10 of the Condominium Property Act from or in connection with the assessment or levying 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 of any lawful taxing or assessing body;

(15) To reasonably accommodate the needs of a handicapped Unit Owner as required by the federal Civil Rights Act of 1968, the Human Rights Act and any applicable local ordinances, in the exercise of its powers with respect to the use of Common Elements or approval of modifications in an individual Unit.

(16) To accept service of a notice of claim for purposes of the Mechanics Lien Act on behalf of each respective member of the Association with respect to improvements performed pursuant to any contract entered into by the Board or any contract entered into prior to the recording of the Declaration and to distribute the notice to the unit owners within 7 days of the acceptance of the service by the Board of Managers. The service shall be effective as if each individual unit owner had been served individually with notice.

(17) The Board of Managers may establish and maintain a system of master metering of public utility services and collect payments in connection therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act.

(t) Matters subject to the affirmative vote of not less than two-thirds of the votes of Unit Owners at a meeting duly called for that purpose shall include, but not be limited to: (1) merger or consolidation of the Association; (2) sale, lease, exchange, or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the Association; and (3) the purchase or sale of land or of Units on behalf of all Unit Owners.

## Article VI

### --Assessments – Maintenance Fund--

1. (a) Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of insurance, operation, repair and maintenance of the common elements which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements and shall on or before December 15th, notify each owner in writing as to the amount of such estimate, with

# UNOFFICIAL COPY

reasonable itemization thereof. Each Unit Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board of Managers, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes. Said estimated cash requirement shall be assessed to the owners according to each owner's percentage of ownership in the common elements as set forth in Exhibit "B" attached hereto on or before January 1st of the ensuing year, and the first of each and every month of said year, each owner shall be obligated to pay the Board or as it may direct, 1/12th of the assessment made pursuant to this paragraph on or before the date of the annual meeting of each calendar year. The Board of Managers shall annually supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each owner's percentage of ownership in the common elements to the next monthly installments due from owners under the current year's estimate, until exhausted and any net shortage shall be added according to each owner's percentage of ownership in the common elements to the installments due in the succeeding six months after the rendering of the accounting.

(1) Except as provided in subsection (3) below, if an adopted budget or any separate assessment by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or separate assessment, it is ratified.

(2) Any Common Expense not set forth in the budget or any increase in assessment over the amount adopted in the budget shall be separately assessed against all Owners.

(3) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Unit Owner approval or the provisions of item (1) above or item (4) below. As used herein,

# UNOFFICIAL COPY

"emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Owners.

(4) Assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of two-thirds of the total votes of all Unit Owners.

(5) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by items (3) and (4), the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

(b) 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 nonpayment of any owner's assessment the Board may at any time levy a further assessment which shall be assessed to the owners according to each owner's Percentage ownership in the common elements. The Board shall serve notice of such further assessment on all owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All owners shall be obligation to pay the adjusted monthly amount.

(c) When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement", hereinabove defined, for the period thirty (30) days after said election and ending on December 31<sup>st</sup> of the calendar year in which said election occurs. Assessments shall be levied against the owners during said period as provided in Paragraph (a) of this Article.

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

(e) The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. Such records and the vouchers authorizing the

# UNOFFICIAL COPY

payments shall be available for inspection by any owner or any representative of an owner duly authorized in writing, at such reasonable time or times during the normal business hours as may be requested by the owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

(f) 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 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 unit owners in the Percentages set forth in Exhibit "B" attached hereto.

(g) If any unit owner shall default in the payment of any charge or assessment proposed by the Board, as herein provided, the Board, or its agent shall have the authority for and on behalf of itself and each representative of all other unit owners, to exercise and enforce any and all rights and remedies as may be provided in the Act and 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 unit owners, a Forcible Entry and Detainer action, and to take Possession in the manner prescribed in the Forcible Entry and Detainer Act.

If an owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board of Managers may bring suit for and on behalf of themselves and as a representative of all owners to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs, and fees as above provided shall be and become a lien or charge against the unit ownership of the owner involved when payable and may be foreclosed by an action brought in the names of the Board of Managers as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the "Condominium Property Act" of Illinois; provided, however, that encumbrances owned or held by any bank, insurance company or savings and loan association shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered unit which become due and payable subsequent to the date said encumbrancer either takes possession of the unit, accepts a conveyance of any interest therein, or has a receiver appointed in a suit to foreclose his lien. Any encumbrancer may from time to time request in writing a written statement from the

# UNOFFICIAL COPY

Board setting forth the unpaid common expenses with respect to the unit covered by his encumbrance.

(h) It is understood that real estate taxes are to be separately taxed to each unit owner for his unit and his corresponding percentage of ownership in the common elements, as provided in the Condominium Property 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.

(i) Amendments to this Article VI shall only be effective upon unanimous written consent of the owners, and their mortgagees. 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 her unit.

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

## Article VII

### --Covenants and Restrictions as to Use and Occupancy--

1. The units and Common Elements shall be occupied and used as follows:
  - (a) No part of the Property shall be used for other than housing and the related common purposes for which the property was designed. Each unit shall be used as a residence for a single family and for no other purpose.
  - (b) There shall be no obstruction of the common elements nor shall anything be stored in or on 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) Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance on the building, or contents thereof, applicable for residential use, without the prior written consent of the Board. No owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common elements.
  - (d) Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign,

# UNOFFICIAL COPY

awning, canopy, shutter, radio or television antenna shall be affixed to or upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

(e) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in the common elements, except that dogs, cats, or other household pets may be kept in units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days' written notice from the Board.

(f) No noxious or offensive activity shall be carried on in any unit or in the common elements nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners or occupants.

(g) 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.

(h) 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.

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

(j) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the property. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the property except at such location and in such form as shall be determined by the Board.

(k) Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Board.

(l) An Owner owning 2 or more units shall have the right, subject to such reasonable limitations as the condominium instruments may impose, to remove or otherwise alter any intervening partition, so long as the action does not weaken, impair or endanger any common element or unit. The Owner shall notify the Board of the nature of the removal or alteration at least 10 days prior to commencing work.



# UNOFFICIAL COPY

(m) The provisions of the Condominium Property Act, the Declaration, 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 to be incorporated in any lease. With regard to any lease, the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by the Act or by the Declaration, By-Laws, and rules and regulations. The Board of Managers may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by a tenant of any covenants, rules, regulations or By-Laws.

## Article VIII

### --Sale, Leasing or other Alienation--

1. Sale or Lease. Any owner other than the Trustee 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 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 such information and cooperation as the Board may reasonably require, including but not limited to, arranging for a personal interview by the Board or its designee of the proposed purchaser or lessee. The members of the Board and their successors in office, acting on behalf of the other unit owners shall at all times have the first right and option to purchase or lease such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, the owner (or lessee) may, at the expiration of said thirty (30) day 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.

2. 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 names and address of the intended donee and the contemplated date of said gift. The members of the Board and their successors in office, acting on behalf of the other unit owners, shall at all times have the first right and option to purchase such unit ownership or interest therein for cash at fair market

# UNOFFICIAL COPY

value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein, within 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 (10) days after their appointment appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said arbitrator the three arbitrators shall determine, by majority vote, the fair market value of the unit ownership or interest therein which the owner contemplates by 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 therein shall expire forty-five (45) days after the date of receipt by it of such notice.

3. 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 members of the Board and their successors in office acting on behalf of the other unit owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said unit ownership or interest therein either from the devisee or devisees thereof named in said will, or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash, at fair market value which is to be determined by arbitration. 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 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 devisee or devisees, or personal representative, as the case may be. The Board's right 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 of the personal representative of the deceased owner is empowered to sell, and shall expire seven (7) months after the appointment of a personal representative who is not empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the other unit owners, or their authorized representatives, 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

# UNOFFICIAL COPY

having jurisdiction over that portion of the deceased owner's estate which contains his or her unit ownership or interest therein.

#### 4. 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, before taking possession of the unit so sold, give thirty (30) days' written notice to the Board of his intention so to do, whereupon members of the Board and their successors in office, acting on behalf of the other unit owners, 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 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 so owing to the party entitled thereto and shall thereupon have a lien therefor against such unit ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided for in Article VI.

5. Consent of Voting Members. The Board shall not exercise any option hereinabove set forth to purchase any unit ownership or interest therein without the prior written consent of all of the voting members except the members whose unit or units are the subject of the option. The members of the Board or their duly authorized representatives, acting on behalf of the other unit owners, may bid to purchase at any sale of a unit ownership or interest therein, which said sale is held pursuant to an order or direction of a court, upon the prior unanimous written consent of the voting members whose units are not subject to the sale; which said consent shall set forth a maximum price which the members of the Board or their duly authorized representatives are authorized to bid and pay for said unit or interest therein.

6. Release or Waiver of Option. Upon the written consent of a majority 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.

7. Proof of Termination of Option. A certificate executed and acknowledged by acting secretary of the Board stating that the provisions of this Article VIII 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

# UNOFFICIAL COPY

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. Financing of Purchase Under Option.

(a) Acquisition of unit ownerships or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy 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 such percentages applicable to units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in paragraph (g) of Article VI.

(b) The members of the Board, in their 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 unit ownership or interest therein to be acquired.

9. Title to Acquired Interests. Units, 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 of Managers and their successors in office, or such nominee as they shall designate, for the benefit of all the owners. Said unit ownership or interests therein shall be sold or leased by the members of the Board in such manner as the Board 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 paragraph 8(a) of this Article.

## Article IX

### --Damage or Destruction and Restoration of Building--

1. Sufficient Insurance. In the event the improvements forming a part of the property, or any portion thereof, including any 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 therefor; provided, however, that in the event, within thirty (30) days after said damage or destruction, the unit owners elect either to sell the property as hereinafter provided in Article X or to withdraw the property from the

# UNOFFICIAL COPY

provisions of the Declaration, and from the provisions of the "Condominium Property Act" as therein provided, then such repair, restoration or reconstruction shall not be undertaken.

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

3. 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 and horizontal boundaries as before.

## Article X

### --Sale of the Property--

1. The owners by affirmative vote of at least 75% of the total vote, at a meeting duly called for such purpose, may elect to sell the property as a whole. Such action shall be binding upon all unit owners, and it shall thereupon become the duty of every unit owner to execute and deliver such instruments and to perform all acts as in manner and form as may be necessary to effect such sale, provided, however, that any unit owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount 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 appraisal, such unit owner and the Board may each select an appraiser, and two so selected shall select a third, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The unit owner who did not vote in favor of such action and who has filed written objection with the Board as aforesaid, may elect, as an alternative, provided said written objection shall so state, to purchase the property as a whole upon the same terms and conditions as decided by those casting the minimum 75% required to sell the property as a whole. Such dissenting unit owner must consummate the purchase of said property as a whole within ninety (90) days after electing to do so, and the failure to

# UNOFFICIAL COPY

do so within said ninety (90) days, shall authorize the property to be sold as a whole in accordance with the decision made by those casting the minimum 75% vote.

## Article XI

### -- Remedies for Breach of Covenants, Regulations and Restrictions--

1. Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any contract or provisions herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding section: (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 provision hereof and the Trustee, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or b) to enjoin, abate or remedy by appropriate legal proceeding either at law or in equity, the continuance of any breach.

2. Involuntary Sale. If any owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall reoccur more than once thereafter, then the Board shall have the power to issue to the defaulting owner a 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 occupancy, 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 (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms and the court shall establish, except that the court shall enjoin and restrain the defaulting owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable 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 thereafter shall thereupon be entitled to a deed to the unit ownership and to immediate possession of the unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

# UNOFFICIAL COPY

## Article XII

### --General Provisions--

1. Until such time as the Board of Managers provided for in this Declaration is formed, the beneficiaries of the Trust shall exercise the powers, rights, duties and functions of the Board.
2. 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.
3. Notices required to be given to said Board may be delivered to any member of the Board either personally or by mail addressed to such member at his unit.
4. Notices required to be given any devisee or personal representative of a deceased owner may be delivered either or by mail to such party at his or its address in the records of the court wherein the estate of such deceased owner is being administered.
5. Each grantee of the Trustee, by the acceptance of a deed or reconveyance accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest of 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.
6. 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.
7. The provisions of Article III, Article VI, Section 5 of Article VIII and this paragraph 7 of Article XII of this Declaration, may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, all the owners and all mortgagees having bona fide liens of record against any unit ownerships. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or rescission signed and acknowledged by the Board, the owners having at least 2/3rds of the total vote and containing an affidavit by an officer of the Board

# UNOFFICIAL COPY

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. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no provisions, in this Declaration may be changed, modified, or rescinded so as, to conflict with the provisions of the "Condominium Property Act". Unless otherwise provided by the Condominium Property Act, amendments to the condominium instruments authorized to be recorded shall be executed and recorded by the President of the Association or such other officer authorized by the Board of Managers.

8. 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.

9. 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 rules restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one years after the death of the survivor of the now living descendants of Michael Bilandic, Mayor of Chicago, and James Earl Carter, the President of the United States.

10. 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.

11. In the event title of any unit ownership is conveyed to a land title holding trust and 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 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 or lien upon the unit ownership notwithstanding any changes in the beneficial interest of any such or transfers of title to such ownership.

12. This Declaration is executed by the PARKWAY BANK AND TRUST COMPANY, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. No personal liability shall be asserted or enforceable against the said Trustee or any person interested



# UNOFFICIAL COPY

beneficially or otherwise in said property specifically described in this Declaration, all such liability if any, being expressly waived by all parties who acquire any right, title, or interest in or to the condominium property referred to in this Declaration.

13. An Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a Unit Owner under the Act, the condominium instruments, or rules and regulations of the Association; and such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void.

IN WITNESS WHEREOF, the said PARKWAY BANK AND TRUST COMPANY, as Trustee as aforesaid, and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its Vice-President and attested to by its Assistant V.P., this 27<sup>TH</sup> day of December, 1977.

PARKWAY BANK AND TRUST COMPANY,  
As Trustee, as aforesaid, and not individually,

By: \_\_\_\_\_  
Vice President

ATTEST:

\_\_\_\_\_  
Assistant Vice President

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
                                          ) ss.  
COUNTY OF C O O K    )

I, \_\_\_\_\_ the undersigned \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, Vice President of the PARKWAY BANK AND TRUST COMPANY, and \_\_\_\_\_, Assistant V.P. thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27<sup>th</sup> day of December, 1977.

\_\_\_\_\_  
NOTARY PUBLIC

Notary Public for Cook County Clerk's Office

# UNOFFICIAL COPY

## CONSENT OF MORTGAGEE

UPTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION, holder of a Note secured by a Mortgage on the property dated September 8, 1977, recorded as Document No. 24096794 and filed as Document No. LR2965518 hereby consents to the execution and recording of the within Declaration of Condominium Ownership and agrees that said Note is subject to the provisions of said Declaration and Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, the said UPTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION, has caused this instrument to be signed by its duly authorized officers on its behalf, on this 29<sup>th</sup> day of December, 1977.

UPTOWN FEDERAL SAVINGS AND  
LOAN ASSOCIATION

By \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Its \_\_\_\_\_

STATE OF ILLINOIS        )  
                                          ) ss.  
COUNTY OF C O O K     )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, Vice President and \_\_\_\_\_, Assistant Secretary, respectively, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29<sup>th</sup> day of December, 1977.

\_\_\_\_\_  
**NOTARY PUBLIC**

# UNOFFICIAL COPY

## CONSENT OF MORTGAGEE

UPTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION, holder of a Note secured by a Mortgage on the property dated March 31, 1975, recorded as Document No. 23126235 and filed as Document No. LR2819466, hereby consents to the execution and recording of the within Declaration of Condominium Ownership and agrees that said Note is subject to the provisions of said Declaration and Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, the said UPTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION, has caused this instrument to be signed by its duly authorized officers on its behalf, on this 29<sup>th</sup> day of December, 1977.

UPTOWN FEDERAL SAVINGS AND  
LOAN ASSOCIATION

By \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Its \_\_\_\_\_

STATE OF ILLINOIS        )  
                                          ) ss.  
COUNTY OF C O O K     )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, Vice President and \_\_\_\_\_, Assistant Secretary, respectively, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29<sup>th</sup> day of December, 1977.

\_\_\_\_\_  
**NOTARY PUBLIC**

**UNOFFICIAL COPY**

**EXHIBIT "B"**  
**TO**  
**DECLARATION OF CONDOMINIUM OWNERSHIP**  
**AND OF**  
**EASEMENTS, RESTRICTIONS AND COVENANTS**  
**FOR**  
**THE GASLIGHT VILLAGE CONDOMINIUM**

<u>ADDRESS OF PROPERTY</u>	<u>UNIT NO.</u>	<u>PERCENTAGE INTEREST IN COMMON ELEMENTS</u>
2904-14 N. Halsted	2904-G	.8958
	2904-1	1.1354
	2904-2	1.1587
	2904-3	1.1820
	2908-G	.9656
	2908-1	1.3146
	2908-2	1.3471
	2908-3	1.3820
	2910-G	.9656
	2910-1	1.3146
	2910-2	1.3471
	2910-3	1.3820
	2912-G	.6864
	2912-1	1.1261
	2912-2	1.1377
	2912-3	1.1564
	2914-G	.9191
	2914-1	1.1261
	2914-2	1.377
	2914-3	1.1564

**UNOFFICIAL COPY**

<u>ADDRESS OF PROPERTY</u>	<u>UNIT NO.</u>	<u>PERCENTAGE INTEREST IN COMMON ELEMENTS</u>
801-813 West Oakdale	801-A-G	.9191
	801-A-1	.9191
	801-A-2	.9191
	801-A-3	.9191
	801-B-G	.9191
	801-B-1	.9191
	801-B-2	.9191
	801-B-3	.9191
	803-A-G	.9191
	803-A-1	.9191
	803-A-2	.9191
	803-A-3	.9191
	803-B-G	.9191
	803-B-1	.9191
	803-B-2	.9191
	803-B-3	.9191
	805-A-G	.9191
	805-A-1	.9191
	805-A-2	.9191
	805-A-3	.9191
	805-B-G	.9191
	805-B-1	.9191
	805-B-2	.9191
	805-B-3	.9191
	809-G-1	.8027
	809-G-2	1.0656
	809-CHS	3.9508
	809-CHE	4.4091
	809-CHW	4.4091
	811-G	1.2448
	811-1	1.7427
	811-2	1.7660
	811-3	1.7892
813-G	1.2448	
813-1	1.7427	
813-2	1.7660	
813-3	2.1987	

**UNOFFICIAL COPY**

<u>ADDRESS OF PROPERTY</u>	<u>UNIT NO.</u>	<u>PERCENTAGE INTEREST IN COMMON ELEMENTS</u>
800-810 West George	800-G	.9889
	800-1	1.2308
	800-2	1.2657
	800-3	1.3006
	802-G	.8725
	802-1	1.0912
	802-2	1.1145
	802-3	1.1377
	804-G	.9423
	804-1	1.1703
	804-2	1.2052
	804-3	1.2285
	806-G	.9423
	806-1	1.1703
	806-2	1.2052
	806-3	1.2285
	808-G	.8725
	808-1	1.0912
	808-2	1.1145
	808-3	1.1377
	810-G	.9423
810-1	1.2052	
810-2	1.2401	
810-3	<u>1.2750</u>	

TOTAL 100.0000%