


UNOFFICIAL COPY

	 1233839061
	Doc#: 1233839061 Fee: \$166.00 Karen A. Yarbrough Cook County Recorder of Deeds Date: 12/03/2012 11:48 AM Pg: 1 of 65
	For use by Recorder's Office only

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE
GARIBALDI SQUARE ON THE PARK CONDOMINIUM ASSOCIATION,
A Not-For-Profit Corporation
CITY OF CHICAGO, COOK COUNTY, ILLINOIS**

RECORDING FEE 166
DATE 12/3/12 COPIES 6x
OK BY Rx

**This document prepared by and after
recording to be returned to:**

RYAN H. SHPRITZ
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 – 847/537-0500

UNOFFICIAL COPY

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE
GARIBALDI SQUARE ON THE PARK CONDOMINIUM ASSOCIATION,
A Not-For-Profit Corporation
CITY OF CHICAGO, COOK COUNTY, ILLINOIS**

TABLE OF CONTENTS

ARTICLE I – DEFINITIONS	2
1.1 Act	2
1.2 Association	2
1.3 Board	2
1.4 Building	2
1.5 By-Laws.....	2
1.6 Common Elements	2
1.7 Common Expenses	3
1.8 Condominium Instruments	3
1.9 Declaration.....	3
1.10 Developer.....	3
1.11 Director	3
1.12 Limited Common Elements.....	3
1.13 Meeting of the Board of Managers.....	3
1.14 Owner or Unit Owner	3
1.15 Parcel	4
1.16 Parking Spaces.....	4
1.17 Parking Structure	4
1.18 Percentage of the Ownership or Majority.....	4
1.19 Person	4
1.20 Plat	4
1.21 Property	4
1.22 Purchaser	4
1.23 Record.....	4
1.24 Trustee	5
1.25 Unit	5
1.26 Unit Ownership.....	5
ARTICLE II – PROPERTY RIGHTS.....	5
2.1 Submission of Property to the Act.....	5
2.2 Units.....	5
2.3 Ownership of Common Elements.....	5
2.4 Use of Common Elements.....	5
2.5 Easements	6

UNOFFICIAL COPY

2.6	Board's Right of Entry	7
2.7	Separate Mortgages	7
2.8	Separate Real Estate Taxes.....	7
ARTICLE III – COVENANTS AND RESTRICTIONS AS TO USE, OCCUPANCY, MAINTENANCE AND IMPROVEMENTS.....		8
3.1	Maintenance, Repairs and Replaces	8
3.2	Alterations, Additions or Improvements	9
3.3	Decorating	9
3.4	Maintenance and Improvement of Limited Common Elements	9
3.5	Building Limited Common Elements.....	10
3.6	Parking Spaces.....	10
3.7	Parking Structure	10
3.8	Unit as a Residence Only.....	10
3.9	Use of Common Elements.....	11
3.10	Use Affecting Insurance	11
3.11	Other Restrictions	11
3.12	Use of Decks and Patios	11
3.13	Parking Spaces – Disclaimer of Liability	11
ARTICLE IV – ADMINISTRATION OF THE PROPERTY		12
4.1	The Association	12
4.2	The Board	12
4.3	Indemnity.....	12
4.4	Board's Determination Binding	12
ARTICLE V – DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF PROPERTY		12
5.1	Fire Insurance	12
5.2	Notwithstanding Anything in the Foregoing to the Contrary.....	15
5.3	Unit Owner's Obligation	18
5.4	Waiver of Subrogation.....	18
5.5	Eminent Domain.....	19
ARTICLE VI – ASSESSMENTS		19
6.1	Purpose of Assessments.....	19
6.2	Procedure	19
6.3	User Charges.....	19
6.4	Non-Use and Abandonment	20
ARTICLE VII – REMEDIES FOR BREACH.....		20
7.1	Abatement and Injunction	20
7.2	Involuntary Sale.....	20
7.3	Remedies for Failure to Pay Common Expense or Use Charges	21

UNOFFICIAL COPY

ARTICLE VIII – RIGHTS OF MORTGAGEES.....	22
8.1 Rights of Mortgagees.....	22
ARTICLE IX – MISCELLANEOUS MAINTENANCE	24
9.1 Amendment	24
9.2. Notices.....	24
9.3 Severability.....	25
9.4 Perpetuities and Other Rules of Property	25
9.5 Rights and Obligations	25
9.6 General Provisions.....	25
EXHIBIT A – LEGAL DESCRIPTION	27
EXHIBIT B – PLAT OF SURVEY (consists of 10 pages).....	29
EXHIBIT C – PERCENTAGE OF OWNERSHIP	30
EXHIBIT D – BY-LAWS	31
ARTICLE I – MEMBERS (UNIT OWNERS)	31
Section 1. Eligibility	31
Section 2. Succession	31
Section 3. Annual Meeting	31
Section 4. Special Meetings.....	31
Section 5. Delivery of Notice of Meetings	31
Section 6. Voting	32
Section 7. Quorum.....	33
ARTICLE II – BOARD OF DIRECTORS	33
Section 1. Number, Election and Term of Office.....	33
Section 2. Secret Ballot Election	33
Section 3. Mail-In Ballot Election.....	34
Section 4. Board Election Materials	34
Section 5. Qualification	35
Section 6. Vacancies.....	35
Section 7. Meetings	35
Section 8. Removal.....	36
Section 9. Compensation	36
Section 10. Quorum.....	36
Section 11. Counting of Votes.....	36
Section 12. Contract Purchasers	36
Section 13. Powers and Duties	37

UNOFFICIAL COPY

ARTICLE III – OFFICERS.....	40
Section 1. Designation.....	40
Section 2. Powers.....	41
Section 3. Term of Office.....	41
Section 4. Vacancies.....	41
Section 5. Compensation.....	41
 ARTICLE IV – ASSESSMENTS.....	 41
Section 1. Annual Budget.....	41
Section 2. Assessments.....	41
Section 3. Partial Year or Month.....	42
Section 4. Annual Report.....	42
Section 5. Supplemental Budget.....	43
Section 6. Limit on Expenditures.....	43
Section 7. Lien.....	43
Section 8. Records and Statement of Account.....	43
Section 9. Discharge of Liens.....	44
Section 10. Holding of Funds.....	44
 ARTICLE V – USE AND OCCUPANCY RESTRICTIONS.....	 44
 ARTICLE VI – CONTRACTURAL POWERS.....	 46
 ARTICLE VII – AMENDMENTS.....	 47
 ARTICLE VIII – INDEMNIFICATION.....	 47
Section 8.1 General.....	47
Section 8.2 Success on Merits.....	48
Section 8.3 Advance Payment.....	48
Section 8.4 Insurance.....	48
Section 8.5 Other Remedies.....	48

UNOFFICIAL COPY

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE
GARIBALDI SQUARE ON THE PARK CONDOMINIUM ASSOCIATION,
A Not-For-Profit Corporation
CITY OF CHICAGO, COOK COUNTY, ILLINOIS**

This document is recorded for the purpose of amending the Declaration of Condominium Pursuant to the Condominium Property Act (hereafter referred to as "Declaration") for Garibaldi Square on the Park Condominium Association (hereafter referred to as "Association") which Declaration was recorded on August 30, 1989, as Document No. 89406373 in the Office of the Recorder of Deeds of Cook County, Illinois, against the property (hereafter referred to as "Property") legally described in Exhibit "A" attached hereto.

This amendment is adopted pursuant to the provisions of Section 27(b)(1) of the Illinois Condominium Property Act (the "Act"), 765 ILCS 605/27. 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 of Managers unless the Board of Managers' 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 of Managers to approve the amendment.

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been submitted to the provisions of the 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 in conflict; and

WHEREAS, because of this 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 Managers 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 Declaration; and

WHEREAS, this amendment to the Declaration was approved by at least two-thirds (2/3) of the members of the Board of Managers of the Association at a duly called meeting held November 15, 2012; and

UNOFFICIAL COPY

WHEREAS, the Board of Managers of the Association has given written notice of its action to all unit owners according to the procedures set forth in the Act; and

WHEREAS, the requisite number of unit owners failed to submit a written petition to the Board of Managers within thirty days of the Board of Managers' action, as provided by Section 27(b)(3) of the Act;

NOW THEREFORE, the Declaration of Condominium for Garibaldi Square on the Park Condominium Association is hereby amended in accordance with the text as set forth in Exhibit "B", which is attached hereto and made a part hereof.

Except as expressly provided in this amendment, the remaining provisions of the Declaration are hereby confirmed and ratified and shall continue in full force and effect without change.

ARTICLE I DEFINITIONS

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

- 1.1 **ACT:** The Condominium Property Act of the State of Illinois.
- 1.2 **ASSOCIATION: THE GARIBALDI SQUARE ON, THE PARK CONDOMINIUM ASSOCIATION,** an Illinois not-for profit corporation, its successors and assigns, including any successor by merger with or into any other condominium association formed to administer any other condominium regime in the Parcel.
- 1.3 **BOARD:** The Board of Director of the Association which shall constitute the Board of Managers provided for in the Act.
- 1.4 **BUILDING:** Each structure now or hereafter located on the Parcel containing one or more Units and as shown by the Plat and amendments thereto.
- 1.5 **BY-LAWS:** The By-Laws of the Association which are attached as Exhibit "D" hereto, as amended from time to time.
- 1.6 **COMMON ELEMENTS:** All portions of the Property, except the Units, including but not limited to, the land (and easements appurtenant thereto); security gates; monuments; stairways; patio areas; balconies; terraces; decks; roads; all pipes, ducts, electrical wiring and conduits, and public utility lines (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit) designed to serve more than one Unit; and the roof, exterior walls, foundations and all other structural components of each Building, whether such structural components are located within or without the boundaries of a Unit.

UNOFFICIAL COPY

1.7 **COMMON EXPENSES:** The proposed or actual expenses affecting the Property including reserves, if any, lawfully assessed by the Board. Such expenses include, without limitation, the expenses of administration, maintenance, operation, repair, alteration, addition, improvement, and replacement of the Common Elements (including reserves for such purpose); the cost of water, waste removal, electricity, and other necessary utility services for the Common Elements; and any expenses designated as Common Expenses pursuant to this Declaration, the By-Laws, rules and regulations of the Board, or otherwise lawfully incurred by the Association for the common benefit of all of the Unit Owners.

1.8 **CONDOMINIUM INSTRUMENTS:** All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the declaration, bylaws and plat.

1.9 **DECLARATION:** This instrument and all Exhibits hereto by which the Parcel and the Property are submitted to the provisions of the Act, including such amendments, if any, to this instrument as may from time to time be adopted pursuant to the terms hereof.

1.10 **DEVELOPER:** Garibaldi Square Associates, an Illinois Joint Venture, or such other entity designated from time to time by the Trustee to act as the developer of the Property. The Developer may, but need not be, the beneficiary of the Trust.

1.11 **DIRECTOR:** A member of the Board.

1.12 **LIMITED COMMON ELEMENTS:** A portion of the Common Elements designed to serve, or designated on the Plat as reserved for the benefit of, or, to the extent permitted by law, established by the By-Laws or rules and regulations of the Board as reserved for the benefit of, a single Unit or adjoining Units, or all of the Units in a single Building. The Limited Common Elements include, without limitation, the Parking Spaces, all Building Limited Common Elements, stairways, patios and decks (including related fencing) installed by Developer, driveways, foundations and such portions of the perimeter walls, floors, ceilings, doors and windows and all associated fixtures and structures therein, as lie outside the Unit boundaries. To the extent permitted by law, the Board may by rules and regulations from time to time designate other portions of the Common Elements as Limited Common Elements appurtenant to a Unit Ownership or Unit Ownerships (including, but not limited to, patios and decks, and such fixtures and all associated pipes, ducts and wiring designed to provide utility services for the Units pursuant to Section 2.5 (b) hereof) as may serve exclusively a single Unit or group of contiguous Units, or all of the Units in a single Building. The use of Limited Common Elements may be transferred between Unit Owners subject to limitations, and restrictions imposed by the Act, the By-Laws and rules and regulations of the Board.

1.13 **MEETING OF BOARD OF MANAGERS:** Any gathering of a quorum of the members of the Board of Managers or held for the purpose of conducting board business.

1.14 **OWNER OR UNIT OWNER:** The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

UNOFFICIAL COPY

1.15 **PARCEL:** The real estate described in Exhibit "A".

1.16 **PARKING SPACES:** The Limited Common Element Parking Spaces contained in the Parking Structure delineated on the Plat as such and described herein.

1.17 **PARKING STRUCTURE:** The Building containing the Parking Spaces and all appurtenances thereto.

1.18 **PERCENTAGE OF THE OWNERSHIP OR MAJORITY:** Except as otherwise provided by the Act, majority of the Unit Owners means the owners of more than 50% in the aggregate interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners shall, except as otherwise required by the Act, mean Unit Owners who, in the aggregate, own such percentage in the aggregate in interest of such undivided ownership.

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

1.20 **PLAT:** The plat or plats of the survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, which Plat will be attached hereto as Exhibit "B" and will be recorded concurrently with this Declaration. The Plat sets forth the measurements, elevations, locations and other data required by the Act to identify the Parcel and each Building and each Unit for which a survey has been completed as of the date this Declaration is recorded, and sets forth the location and projected dimensions for the Units, if any, for which a survey has not been so completed as of the date this Declaration is recorded. As and when the surveys are completed for those Units identified on the Plat as having dimensions projected from plans of the Building, Developer reserves the right to and shall cause to be recorded from time to time until all of said Units have been surveyed, an amended survey or surveys showing the actual locations and dimensions of the boundaries of those Units for which surveys are completed after the date hereof. Wherever in this Declaration the term "survey", "surveys", "Plat" or Exhibit B" appears, it shall be deemed to include such amended survey or surveys, as shall be hereafter recorded pursuant to this paragraph.

1.21 **PROPERTY:** All the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including buildings, and all easements, rights and appurtenances belonging thereto, and all fixtures, equipment and furnishings intended for the mutual use, benefit or enjoyment of the Unit Owners, hereby submitted to the Act and subjected to the provisions of this Declaration.

1.22 **PURCHASER:** Any person or persons other than the Developer who purchases a unit in a bona fide transaction for value.

1.23 **RECORD:** To file in the office of the Recorder of Deeds for Cook County, Illinois.

UNOFFICIAL COPY

1.24 TRUSTEE: American National Bank and Trust Company of Chicago, not individually but solely as Trustee under Trust Agreement dated November 4, 1987 and known as Trust No. 103932-05.

1.25 UNIT: A part of the Property designed or intended for (a) independent residential use as a one-family dwelling including garage or such other uses permitted by this Declaration, as set forth on the Plat and identified on the Plat by a distinguishing number or other symbol. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes constituting the boundaries of such Unit as shown on the Plat; provided, however, that no structural components of the Building in which such Unit is located, and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within a Unit and forming part of any system serving one or more other Units or the Common Elements, other than those parts of the system which serve only a single Unit, shall be deemed to be part of a Unit. The legal description of each Unit shall refer to such identifying number or symbol therefore and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

1.26 UNIT OWNERSHIP: A part of the Property consisting of one Unit and the undivided percentage interest in the Common Elements allocated thereto as provided in this Declaration.

ARTICLE II PROPERTY RIGHTS

2.1 SUBMISSION OF PROPERTY TO THE ACT: The Parcel and the Property is subject to the provisions of the Act and of this Declaration.

2.2 UNITS: Except as otherwise provided by the Act, and subject to the provisions of Section 8.1(e)(iii) hereof, 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 the Plat.

2.3 OWNERSHIP OF COMMON ELEMENTS: Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in Exhibit "C" attached hereto and made a part hereof as though fully set forth herein. The aforesaid percentages of ownership interest have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed in accordance with the provisions of the Act. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership as set forth in Exhibit "C". Except as provided by the Act, the ownership of each Unit and of the Unit Owner's corresponding percentage' of ownership in the Common Elements shall not be separated.

2.4 USE OF COMMON ELEMENTS:

a. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements) in common with all other Unit Owners, as may

UNOFFICIAL COPY

be required for the purposes of ingress and egress to and from his respective Unit and each Unit Owner shall have the right to use such Common Elements for all purposes incident to the use, occupancy and enjoyment of his Unit as a place of residence, and such other incidental uses permitted by this Declaration, and said rights shall be appurtenant to and run with such Unit Ownership. The rights to use the Common Elements shall extend to each Unit Owner and the agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving exclusively his Unit, and right to the nonexclusive use and possession, along with other Unit Owners of benefited Units, of the Limited Common Elements which benefit more than one Unit. The rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act, of this Declaration, of the By-Laws, and by the rules and regulations of the Board.

b. The Board shall have the right and authority, subject to the provisions of this Declaration and the By-Laws, to grant leases, licenses and easements with regard to parts of the Common Elements including, without limitation, areas reserved for guest parking, if any, which are not reserved as Limited Common Elements. The terms of, and the consideration, if any, for any such lease, license or easement shall be determined by the Board.

2.5 EASEMENTS:

a. Encroachments: In the event that, by reason of the design, construction, settlement or shifting of the Property or any part thereof, (i) any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or (ii) any part of any Unit encroaches or shall hereafter encroach on the Common Elements or (iii) any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, then, in any such case, (i) there shall be deemed to be an easement in favor of the Association, for the use and benefit of the Unit Owners, for the maintenance and use of any of the Common Elements which may encroach upon a Unit or said Common Elements; and (ii) there shall be deemed to be an easement in favor of any Unit Owner for the exclusive use of any part of his Unit which shall encroach upon the Common Elements, or any other Unit; provided, however, that in no event shall an easement for any encroachment or the use of the Common Elements be created in favor of any Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Unit Owners, or if it occurred due to the willful conduct of such Unit Owner.

b. Utility Easements. The Illinois Bell Telephone Company, Commonwealth Edison Company, People's Gas Company and all other public and private utilities (including any municipality or municipal corporations which provides utility service) serving the Property are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into, over, under, along, on and through the Common Elements for the purpose of providing utility services to the Property, together with the reasonable right of ingress to and egress from the Property for said purpose. For such purpose, the term

UNOFFICIAL COPY

"utility services" includes, without limitation, water, electricity, gas, telephone and other communication services (including cable, satellite master television service and closed circuit television, security and fire protection services, and the like), sewage and drainage for the Property and any portion thereof. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries.

c. **Additional Easements and Dedications.** In addition to the easements provided for herein the Board, on behalf of all of the Unit Owners, shall have the right and power to grant such easements and to make such dedications with respect to the Common Elements as the Board deems necessary and proper. In particular, the Board shall grant easements and dedicate rights of way for roads, utility services, pedestrian, drainage, storm water detention, or access to or for the Common Elements or the right to grant easements or licenses for cable and satellite master television antenna service as provided in the Act.

d. **Authority of Board.** Each person by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Unit Ownership, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant easements and make agreements and dedications as provided for in this Section 2.5. Any easement, grant or plat of dedication shall be executed by the President and attested to be the Secretary of the Association and duly recorded.

2.6 **BOARD'S RIGHTS OF ENTRY:** The Board or its agents, upon reasonable notice or, in the case of an emergency, without notice shall have the right to enter any Unit or any of the Limited Common Elements when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Unit Owners as practicable, and any damage caused thereby shall be repaired by the Board, as a Common Expense.

2.7 **SEPARATE MORTGAGES:** Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his respective Unit Ownership. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of his Unit Ownership.

2.8 **SEPARATE REAL ESTATE TAXES:** Real estate taxes, special assessments, and any other special taxes or charges of the State of Illinois or any duly authorized subdivision or agency thereof, are to be separately, taxed to each Unit Owner for his Unit Ownership, as 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 undivided interest, and in such event such taxes shall be a Common Expense.

UNOFFICIAL COPY

ARTICLE III COVENANTS AND RESTRICTIONS AS TO USE, OCCUPANCY, MAINTENANCE AND IMPROVEMENT

The Units and Common Elements shall be used, occupied, maintained and improved in accordance with the following covenants and restrictions:

3.1 MAINTENANCE, REPAIRS AND REPLACEMENTS:

a. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit and shall keep his Unit in good condition and repair. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Board as part of the Common Expenses, subject to the By-Laws and rules and regulations of the Association, and to the provisions of Section 3.4 hereof pertaining to the Limited Common Elements.

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

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

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

e. The Board shall have exclusive authority to take or refrain from taking, any action pursuant to this Section 3.1. All expenses which, pursuant to this Section 3.1, are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

UNOFFICIAL COPY

3.2 ALTERATIONS, ADDITIONS OR IMPROVEMENTS: No alterations of, or additions or improvements to, the Common Elements, shall be made by a Unit Owner without the prior written approval of the Board. The Board may authorize and charge as a Common Expense alterations of, or improvements or additions to, the Common Elements as provided in the By-Laws; provided that any such alteration, improvement or addition which is chargeable as a Common Expenses and requires an expenditure in excess of Five Thousand Dollars (\$5,000.00) shall be subject to approval by the affirmative vote of Unit Owners holding at least two-thirds (2/3) of the Unit Ownerships. Subject to compliance with the By-Laws, rules and regulations of the Association, and all applicable laws and ordinances, any Unit Owner may make alterations, additions or improvements within his Unit without the approval of the Board, and in such event such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the Property as a result of such alterations, additions or improvements.

3.3 DECORATING: Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit and the Limited Common Elements serving his Unit, as may be required from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting and other furnishings and interior decorating. In the event the boundaries of any Unit, as shown on the Plat, are the finished undecorated interior surfaces of the perimeter walls, floors and ceilings thereof, the Owner of such Unit shall be entitled to the exclusive use of such surfaces, and such Unit Owner shall maintain such surfaces in good condition at his sole expense. The use of the covering of the interior surfaces of windows whether by draperies, shades or other items visible from the exterior of the Unit, shall be subject to the rules and regulations of the Board. Each Unit Owner shall be responsible for window washing and for maintenance of doors and windows, whether or not located within the Unit boundaries. Decorating of the Common Elements (other than interior surfaces within the Units and Limited Common Elements 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 performed on the Common Elements under the authority of the Board, shall be furnished exclusively by the Board as part of the Common Expenses.

3.4 MAINTENANCE AND IMPROVEMENT OF LIMITED COMMON ELEMENTS: Unless otherwise decided by the Board, the cost of maintenance, repairs, replacements, alterations, additions and improvements of the Limited Common Elements shall be assessed to Unit Owners benefited thereby and further, at the discretion of the Board, it may direct such benefited Unit Owners to arrange for such maintenance, repairs and replacements in the name and for the account of such benefited Unit Owners, to pay the cost thereof with their own funds, and to procure and deliver to the Board such lien waivers and contractor's and subcontractor's sworn statements as may be required to protect the Property from all mechanic's or materialmen's lien claims that may arise therefrom. Until the Board shall otherwise so direct, the Limited Common Elements to be so maintained, repaired and replaced by benefited Unit Owners shall include: (i) all glass within windows, window wells, and exterior doors; (ii) all exterior lighting fixtures and related wiring (including replacement of light bulbs); (iii) patios and decks and related railings installed by Developer or designated as Limited Common Elements by the Board pursuant to Section 1.12 hereof; (iv) electric and gas lines connecting any

UNOFFICIAL COPY

Unit with a meter which serves only such Unit; (v) water lines connecting any Unit to the shut-off valve located outside of said Unit; (vi) Parking Spaces; (vii) stairways; (viii) privacy fences; and (ix) Storage Lockers.

3.5 **BUILDING LIMITED COMMON ELEMENTS:** The roofs, foundations, exterior walls and other structural components of each Building located on the Property and other exterior facilities in the Common Elements designed to serve only the occupants of a single Building (collectively the "Building Limited Common Elements") shall be Limited Common Elements appurtenant and assigned to the Unit Ownerships in that Building. At the discretion of the Board, the cost of maintenance, repairs, replacements, alterations or additions and improvements of the Building Limited Common Elements serving and benefiting a single Building may be assessed in whole or in part to the Owners of Units in that Building and the Board may require such Unit Owners to arrange for and pay the cost of such maintenance, repairs and replacements in the manner provided for in Section 3.4 of this Declaration. If the Board elects to assess all of the Unit Owners in a Building pursuant to this Section 3.5, each Unit Owner shall be deemed benefited by such Limited Common Element, and such assessment shall be prorated to such Unit Owner, in the proportion which his percentage interest in the Common Elements bears to the aggregate percentage interests appurtenant to all of the Units in such Building.

3.6 **PARKING SPACES:** The Parking Spaces located in the Parking Structure constitute Limited Common Elements and are designated on the Plat as Parking Spaces Nos. 1 through 42. No Unit Owner may sell, transfer, assign or otherwise convey the Parking Space assigned to his Unit or any rights therein separate from his entire Unit Ownership, except, however, that a Unit Owner may lease his Parking Space to another Unit Owner under a written lease, a copy of which shall be delivered to the Board, for a term of not more than one year. Parking Spaces shall be used solely for the parking or storage of automobiles and other motor vehicles. No maintenance or repairs to any automobile or other vehicle shall be performed anywhere in the Parking Structure, nor shall any hazardous or flammable substance be stored anywhere in the Parking Structure.

3.7 **PARKING STRUCTURE:** The Board may adopt rules and regulations as to the use of the Parking Structure provided such rules and regulations do not permit uses other than vehicular parking and storage and are not inconsistent with the provisions of this Declaration and the By-Laws.

3.8 **UNIT AS A RESIDENCE ONLY:** No Unit shall be used for other than residential purposes, except the right of any Unit Owner to conduct his personal business or professional telephone calls or correspondence from his Unit incident to his residence therein. A Unit shall not be used or rented for a term of less than ninety (90) days. 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

UNOFFICIAL COPY

against the tenant and the Unit 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-Unit Owner to comply with the leasing requirements prescribed by the Act or by the Declaration, By-Laws, and rules and regulations. The Board of Directors 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.

3.9 USE OF COMMON ELEMENTS: The Common Elements shall be used only for access, ingress and egress to and from the Units by the respective families residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are permitted under this Declaration, the By-Laws, or the rules and regulations of the Association or which are incidental to the residential use of the respective Units. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner. There shall be no playing, lounging or parking or storage of personal property in the Common Elements except in areas designated for such purpose.

3.10. USE AFFECTING INSURANCE: Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property or contents thereof, applicable for residential use, without prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Property, or contents thereof, or which would be in violation of any law, or such other articles as may be permitted in accordance with the rules and regulations established by the Board.

3.11 OTHER RESTRICTIONS: The use and occupancy of the Units and the Common Elements shall be subject to the use and occupancy restrictions contained herein, and in the By-Laws and to reasonable rules and regulations duly adopted by the Board pursuant thereto.

3.12 USE OF DECKS AND PATIOS: Decks and patios forming the roofs of the Units below shall not be overloaded or used for storage. The Unit Owners using such decks and patios shall clean out the drains located therein on a regular basis as needed to prevent clogging. Such decks and patios may not be used or altered in any way that could adversely affect the structural integrity, soundness or condition of the roof or other portions of the Unit below.

3.13 PARKING SPACES - DISCLAIMER OF LIABILITY: Each Unit Owner shall be responsible for his personal property located in the storage areas of the Common Elements including the Parking Structure. Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association or any Unit Owner shall be (i) considered a bailee of any personal property in the Common Elements (including without limitation, property located in the storage areas of the property and vehicles parked in the Parking Structure), whether or not exclusive possession of any particular area shall be given to any Unit Owner for storage or parking purposes, or (ii) responsible for the security of such personal property or for any loss or damage thereto whether or not due to negligence.

UNOFFICIAL COPY

ARTICLE IV ADMINISTRATION OF THE PROPERTY

4.1 **THE ASSOCIATION:** The Association to be incorporated as a not-for-profit corporation as provided by the Act. The Association shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Property as provided in the Act, this Declaration and By-Laws. The By-Laws for the Association shall be the By-Laws attached hereto as Exhibit "D".

4.2 **THE BOARD:** The Association shall be managed by the Board which shall be elected in the manner provided in the By-Laws. The Board shall constitute the "board of managers" provided for in the Act, and all rights, titles, powers, privileges and obligations vested in or imposed upon the Board by the Act, this Declaration and the By-Laws shall be held or performed by the Association acting through the duly elected Directors and their successors in the office.

4.3 **INDEMNITY:** Neither the directors, Board or officers of the Association shall be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors, Board or officers, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the directors, Board, officers, their heirs, executors or administrators, in accordance with the provisions of Article VIII of the By-Laws.

4.4 **BOARD'S DETERMINATION FINDING:** In the event of any dispute or disagreement between any Unit Owners relating to the Property, of any question of interpretation or application of the provisions of the Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all such unit Owners.

ARTICLE V DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF PROPERTY

5.1 FIRE INSURANCE:

- a. The Board shall have the authority to and shall obtain insurance for the Property against loss or damage by fire and such other hazards as the Board may deem desirable, for the full insurable replacement cost of the Common Elements and the Units. Premiums for such insurance and other expenses in connection therewith shall be Common Expenses.
- b. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to the Board as trustee for each of the Unit Owners in accordance with their undivided interests.
- c. All such policies of insurance (i) shall contain standard mortgage clause endorsements in favor of the mortgagee or mortgagees of each Unit, if any, as their respective interests may appear, (ii) shall provide that the

UNOFFICIAL COPY

insurance, as to the interests of the Board, shall not be invalidated by any act or neglect of any Unit Owner, (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement thereof, such option shall not be exercisable if the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act, (iv) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days' prior written notice to the mortgagees of each Unit, (v) shall contain waivers of subrogation with respect to the Association, its Directors, officers, employees and agents (including the managing agent), Unit Owners and members of their households and mortgagees, Trustee, Trustee's beneficiary and Developer.

- d. The Board may engage the services of any bank or trust company authorized, to do trust business in Illinois to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of \$25,000.00 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 any Unit Owner of any Unit so destroyed.
- e. The proceeds of such insurance, if sufficient to repair or reconstruct any of the Units or Common Elements whose loss or damage is covered by such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for such repair or reconstruction or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit Ownership 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 Act and this Declaration with respect to the application of insurance proceeds to the repair or reconstruction of the Units or Common Elements.
- f. If the proceeds of such insurance are insufficient for reconstruction and if the Unit Owners and all, other parties in interest do not voluntarily make provision of reconstruction of the Property. within one hundred eighty (180) days from the date of damage or destruction, then the provisions of the Act shall apply.
- g. In the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered uninhabitable, and if the proceeds of

UNOFFICIAL COPY

insurance are insufficient to reconstruct, then upon the affirmative vote of no fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, the Building or other portion of the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence. At such meeting the Board, or its representative, shall present to the members present an estimate of the cost of repair or reconstruction and the estimated amount of necessary assessments against each Unit Owner.

- h. In the case of damage or other destruction, upon the affirmative vote of no fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those Unit Owners entitled to their use. Upon the withdrawal from the act of any Unit or, portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.
- i. Payment by an insurance company to the Board or to, any corporate trustee of the proceeds of any policy, and the receipt of a release from the Board of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

UNOFFICIAL COPY

5.2 NOTWITHSTANDING ANYTHING IN THE FOREGOING TO THE CONTRARY:

- 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 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:**

UNOFFICIAL COPY

- i. Each Unit Owner and secured party is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association.
 - ii. The insurer waives its right to subrogation under the policy against any Unit Owner of the condominium or members of the Unit Owner's household and against the Association and members of the Board.
 - iii. 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 Unit Owners who caused the damage or from whose Units the damage or cause of loss originated, or (iii) require the Unit Owners of the Units affected to pay the deductible amount.
 - 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

UNOFFICIAL COPY

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. **Mandatory Unit Owner Coverage.** The Board may 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 Unit Owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the Unit. The personal liability of a Unit Owner or Association member must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this section, 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.
- i. The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries, to, and death of, persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring the Association, its directors and officers, the manager and managing agent, if any, and their respective employees and agents from claims and liabilities arising in connection with the ownership, existence, use or management of the Property (to the extent available) and, if deemed advisable by the Board, the streets and sidewalks adjoining the Property. Such insurance coverage shall include cross liability claims of one or more insured parties. The Unit Owners shall be included as additional insureds but only with respect to that portion of the Property not reserved for their exclusive use. The premiums for such insurance shall be a Common Expense.
- j. The Board shall also have the authority to obtain directors and officers liability insurance pursuant to the provisions of the Illinois General Not-For-Profit Corporation Act.
- k. The Board shall have authority to and shall obtain a fidelity bond indemnifying the Association, the Board and the Unit Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or its management agent or of any other person handling funds of the Association, the Board or the Unit Owners in such amounts as the Board shall deem desirable. Such bond shall delete any exclusion

UNOFFICIAL COPY

pertaining to persons who serve without compensation from any definition of "employee" or similar expression.

1. The Board shall notify all insured persons concerning the cancellation of insurance obtained pursuant to Section 5.1 and subsection 5.2(a).

5.3 UNIT OWNER'S OBLIGATION:

- a. Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit and Limited Common Elements appurtenant thereto 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, including liability insurance with, respect to occurrences in the Limited Common Elements appurtenant to his Unit.
- b. Each Unit Owner shall promptly report, in writing, all additions, alterations or improvements to his Unit without prior request from the Board or the management agent, and (subject to the provisions of any regulations adopted pursuant to Section 5.3(c) hereof) shall reimburse the Board for any additional insurance premiums attributable thereto and shall be responsible for any deficiency in insurance loss recovery resulting from his failure to so notify the party responsible for obtaining insurance on such additions, alterations or improvements unless and until such Owner shall make such report and request the Board in writing to obtain such insurance and shall make arrangements satisfactory to the Board for such additional premiums; 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.
- c. The Board may in its discretion, adopt regulations establishing the extent to which hazard insurance premiums attributable to improvements and betterments to a Unit or its Limited Common Elements shall be charged to the Unit Owners benefited thereby, or be charged as Common Expenses.

5.4 WAIVER OF SUBROGATION: Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its Directors and officers, , the manager and managing agent, 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, and to the extent this release is allowed by policies for such fire or other casualty insurance: To the extent possible, all policies secured by the Board under Sections 5.1 and 5.2 shall contain waivers of the insurer's right to

UNOFFICIAL COPY

subrogation with respect to the Unit Owners and members of their household, the Directors and officers of the Association, the managing agent and their respective employees and agents.

5.5 EMINENT DOMAIN: In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal from the provisions of the Act of such portion so taken may be made by the Board. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to the Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be the Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

ARTICLE VI ASSESSMENTS

6.1 PURPOSE OF ASSESSMENTS: Each Unit Owner shall be responsible for payment of his share of the Common Expenses and other charges incurred in conformance with the Declaration as provided in the Act, this Declaration and the By-Laws, and the Association shall levy assessments for such purposes promoting the health, safety, and welfare of the Unit Owners, administering the affairs of the Association, and paying Common Expenses and other charges.

6.2 PROCEDURE: Annual assessments shall be made and special assessments may be made as provided in the By-Laws.

6.3 USER CHARGES: The Board may establish, and each Unit Owner shall pay, user charges to defray the expenses of providing services, facilities or benefits which may not be used equally proportionately by all of the Unit Owners or which, in the judgment of the Board, should not be charged every Unit Owner. Such user charges may be billed separately to each Unit Owner benefited thereby, or may be added to such Owner's share of the Common Expenses, as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges pursuant to this Section 6.3 and the Board may elect to treat all or any portion thereof as Common Expenses. The Association shall have no authority to forebear the payment of assessments by any Unit Owner.

UNOFFICIAL COPY

6.4 NON-USE AND ABANDONMENT: No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or their Unit.

ARTICLE VII REMEDIES FOR BREACH

7.1 ABATEMENT AND ENJOINMENT: The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provisions herein contained, shall give the Board the right, 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 provisions hereof, and the Trustee, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass;
- b. to enjoin, abate or remedy by appropriate legal proceedings, whether at law or equity, the continuance of any breach;
- c. to avail itself of any other remedies available at law or in equity or in this Declaration including the right to maintain an action for possession of other Unit Owners in the manner provided in Article IX of the Code of Civil Procedure; and
- d. to levy fines in reasonable amount against a defaulting Unit Owner after notice and an opportunity to be heard as provided in the Act. All costs, expenses and fees (including reasonable attorneys' fees) incurred by the Board in enforcing the rights of the Association under this paragraph 7.1, whether or not the Board institutes suit, shall be charged to the defaulting Unit Owner and may be added to such Owner's share of the Common Expenses and collected as a part thereof.

7.2 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 not be cured within thirty (30) days after notice in writing from the Board, or shall recur more than once after such notice, then the Board shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the right of 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 Board against the defaulting Owner for a decree of mandatory injunction against the Owner or occupancy or, in the alternative, a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant and ordering that the right, title and interest of the Owner in the Property shall be sold (subject to the lien of an existing mortgage) at a judicial sale upon such

UNOFFICIAL COPY

notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from acquiring his interest in the Property at such judicial sale. In the event the violation upon which such action in equity is predicated shall consist of conduct by any Unit Owner, occupant, or invitee, which, in the judgment of the Board (which judgment shall be conclusive and shall not be subject to question) creates a substantial hazard to the safety of any other Unit Owner or occupant or to any employee of the Association, or to the Property or any portion thereof, or to any invitee thereon, the Board may file such action equity without first giving the 30-day notices or the 10-day notice hereinabove provided for. Pending the disposition of such proceeding, the Board may exercise any or all of its summary rights under Section 7.1 hereof. 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 of any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereof 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 provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

7.3 REMEDIES FOR FAILURE TO PAY COMMON EXPENSE OR USE CHARGES:

- a. **Lien:** In the event of the failure or refusal of a Unit Owner to pay when due his proportionate share of the Common Expenses pursuant to Sections 3.1 and 6.1 hereof, or the charges for which he is responsible pursuant to Sections 6.3 and 7.3(b) hereof, the amount thereof together with any interest, late charges, reasonable attorneys' fees, costs of collection and the amount of any unpaid fines, shall constitute a lien on the interest of such Unit Owner, as provided by the Act. Such lien shall be subordinate to the lien of a first mortgage or trust deed on the interest of such Unit Owner, recorded prior to the date of failure or refusal of such Unit Owner to pay when due his proportionate share of the Common Expenses, owned or held by a bank, insurance company, savings and loan association or other institutional lender, except for the amount of the Common Expenses or user charges which become due and payable from and after the date on which the said mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security), or a receiver is appointed in an action to foreclose said mortgage. The provisions of the preceding sentence shall not be repealed or amended without the consent of all of the mortgagees affected thereby as provided in Section 10.1(b) hereof.
- b. **Other Remedies:** If any Unit Owner fails to pay any installment of such Common Expenses or the charges for which he is responsible under Section 6.3 within thirty (30) days after notice of default, the Board may accelerate the maturity of the remainder of installments of such Common

UNOFFICIAL COPY

Expenses due from such Owner for the balance of the assessment year, and may enforce collection thereof and of all of such other charges then or thereafter falling due, and all expenses of the Board in connection with such proceedings including court costs, reasonable attorneys' fees and other fees and expenses, and all damages, together with interest thereon at the highest legal rate permitted by law. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time.

ARTICLE VIII RIGHTS OF MORTGAGEES

8.1 RIGHTS OF MORTGAGEES: The following provisions are intended for the benefit of each holder of a first mortgage upon a Unit, and to the extent if at all, that any other provisions of this Declaration conflicts with the following provisions, the following provisions shall control:

- a. The Association shall furnish each first mortgagee of a Unit a written notice of any default by the Owner of such Unit in the performance of such Unit Owner's obligations under this Declaration which is not cured within thirty (30) days. Any first mortgagee of a Unit who comes into possession of the said Unit pursuant to the remedies provided in (or assignment) in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit.
- b. Upon request in writing, each first mortgagee of a Unit shall have the right:
 - i. to examine the books and records of the Association during normal business hours;
 - ii. to receive any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Unit Owners at the end of each of its respective fiscal year;
 - iii. to receive notices of all meetings of the Association and to designate a representative to attend all such meetings; and
 - iv. to receive notice of any decision by the Unit Owners to make a material amendment to the Declaration, By-Laws contained herein or Articles of Incorporation of the Association.

UNOFFICIAL COPY

- c. No provision of this Declaration or Articles of Incorporation of the Association or any similar instrument pertaining to the Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over any rights of the first mortgagees of Units pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or the Common Elements, or any portion thereof or interest therein. In such event, the holder of any first mortgage on a Unit shall be entitled, upon specific written request, to timely written notice of any such loss.
- d. There shall be included in each annual assessment levied by the Association (but not as a special assessment) an amount sufficient to establish an adequate reserve fund for replacements and contingencies.
- e. Unless the first mortgagees of all of the individual Units which have become a part of the Property have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to:
- i. by act or omission seek to abandon or terminate the condominium regime, except for abandonment provided by the Act in case of substantial loss to the Units and/or the Common Elements;
 - ii. change the pro rata interest or obligations of any Unit Owner for (1) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards except as provided in Article Eight hereof and for (2) determining Owner in the Common Elements except as provided in Article Eight hereof;
 - iii. partition or subdivide any Unit; and
 - iv. use hazard insurance proceeds for losses to any Property (whether to Units or to Common Elements) for other than the repair, replacement, or construction of such improvements, except as provided by statute in case of substantial loss to the Units and/or the Common Elements.
- f. Upon specific written request to the Association, each first mortgagee of a Unit shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Elements if such damage or destruction or taking exceeds Ten Thousand Dollars (\$10,000.00) or if damage shall occur to a Unit in excess of One Thousand Dollars (\$1,000.00), notice of such event shall also be given.
- g. If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent

UNOFFICIAL COPY

domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a Unit will be entitled to timely written notice, upon such specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle the Owner of a Unit or other party to priority over such institutional holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

ARTICLE IX MISCELLANEOUS MAINTENANCE

9.1 AMENDMENT:

- a. The provisions of this Declaration (except Article, VIII, this Section 9.1 and Section 2.6, and any other provisions of this Declaration specifically granting rights to any mortgagee holding a first mortgage on a Unit) may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, and certifying that the Owners having at least seventy-five percent (75%) of the total votes have approved such amendment at a meeting of Owners duly called for such purpose; provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by said Secretary certifying to such mailing as a part of such instrument. The provisions of Article VII, this Section 9.1 and any sections of this Declaration pertaining to the rights of the holder of any first mortgage on all Unit Owners and the holders of all such mortgages.
- b. Notwithstanding the provisions of the foregoing paragraph, if the Act or this Declaration, requires the consent or agreement of all unit Owners or of all lien holders for any action specified in the Act or this Declaration, then any such instrument changing, modifying or rescinding any provisions of this Declaration with respect to such action shall be signed by all the Unit Owners or all lien holders or both as required by the Act or this Declaration.
- c. The change, modification or rescission, whether accomplished under the provisions of subsections (a) or (b) above shall be effective upon the recording of such instrument; provided, however, that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

9.2 NOTICES:

- a. Notices provided for in the Act, this Declaration or the By-Laws shall be in writing and shall be addressed to the Board, or any Unit Owner, as the

UNOFFICIAL COPY

case may be, at the post office address of the Property (indicating thereon the number of the respective Unit if addressed to a Unit Owner). The Board may designate a different address for notices to it by giving written notice thereof to all Unit Owners. Any Unit Owner may designate a different address or addresses for notices to him by giving written notice thereof to the Board. Notices addressed as above shall be deemed delivered when mail or when delivered in person with written acknowledgment of the receipt hereof.

- b. Upon written request to the Board, the holder of any recorded mortgage, trust deed, or other instrument encumbering any Unit Ownership shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owners of such Unit Ownership.

9.3 SEVERABILITY: If any provision of this Declaration or By-Laws or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Declaration and By-Laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

9.4 PERPETUITIES AND OTHER RULES OF PROPERTY: If any of the options, privileges, covenants or rights created by this Declaration would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) any other statutory or common law rules imposing time limits, then such Provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent President of the United States and of both incumbent U.S. Senators from the State of Illinois.

9.5 RIGHTS AND OBLIGATIONS: Each grantee of the Trustee and each subsequent grantee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed, and each tenant under a lease for a Unit, 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 the By-Laws. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

9.6 GENERAL PROVISIONS:

- a. All rights which are hereby reserved to the Trustee and the Developer, or either of them, are mortgageable, pledgeable, assignable or transferable. Upon any exercise of rights by the holder of said mortgage, pledge, assignment, or transfer and any successor assignee by foreclosure or otherwise shall from time to time hold or be entitled to exercise the rights

UNOFFICIAL COPY

of Trustee and Developer hereunder as fully as if named as such party herein.

- b. 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.
- c. The provisions of this Declaration shall be liberally construed to effectuate its purpose of created a uniform plan of operation of a first class condominium.

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

- e. A Unit 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.

UNOFFICIAL COPY

EXHIBIT "A" LEGAL DESCRIPTION

THE GARIBALDI SQUARE ON THE PARK CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 36 IN GARIBALDI SQUARE SUBDIVISION OF PARTS OF BLOCKS 40 AND 41, OF CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 89406373, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Unit	Pin	Commonly known as (for informational purposes only)
641A	17-17-300-107-1001	641 S ASHLAND AVE UNIT A CHICAGO, IL. 60607-5442
641B	17-17-300-107-1002	641 S ASHLAND AVE UNIT B CHICAGO, IL. 60607-5401
641C	17-17-300-107-1003	641 S ASHLAND AVE UNIT C CHICAGO, IL. 60607-5402
641D	17-17-300-107-1004	641 S ASHLAND AVE UNIT D CHICAGO, IL. 60607-5403
641E	17-17-300-107-1005	641 S ASHLAND AVE UNIT E CHICAGO, IL. 60607-5404
641F	17-17-300-107-1006	641 S ASHLAND AVE UNIT F CHICAGO, IL. 60607-5405
641G	17-17-300-107-1007	641 S ASHLAND AVE UNIT G CHICAGO, IL. 60607-5406
641H	17-17-300-107-1008	641 S ASHLAND AVE UNIT H CHICAGO, IL. 60607-5407
641I	17-17-300-107-1009	641 S ASHLAND AVE UNIT I CHICAGO, IL. 60607-5408
641J	17-17-300-107-1010	641 S ASHLAND AVE UNIT J CHICAGO, IL. 60607-5409
641K	17-17-300-107-1011	641 S ASHLAND AVE UNIT K CHICAGO, IL. 60607-5410
641L	17-17-300-107-1012	641 S ASHLAND AVE UNIT L CHICAGO, IL. 60607-5411
711A	17-17-300-107-1013	711 S ASHLAND AVE UNIT A CHICAGO, IL. 60607-5417
711B	17-17-300-107-1014	711 S ASHLAND AVE UNIT B CHICAGO, IL. 60607-5413
711C	17-17-300-107-1015	711 S ASHLAND AVE UNIT C CHICAGO, IL. 60607-5414
711D	17-17-300-107-1016	711 S ASHLAND AVE UNIT D CHICAGO, IL. 60607-5415
711E	17-17-300-107-1017	711 S ASHLAND AVE UNIT E CHICAGO, IL. 60607-5416
711F	17-17-300-107-1018	711 S ASHLAND AVE UNIT F CHICAGO, IL. 60607-5418
711G	17-17-300-107-1019	711 S ASHLAND AVE UNIT G CHICAGO, IL. 60607-5419
711H	17-17-300-107-1020	711 S ASHLAND AVE UNIT H CHICAGO, IL. 60607-5420
711I	17-17-300-107-1021	711 S ASHLAND AVE UNIT I CHICAGO, IL. 60607-5421
711J	17-17-300-107-1022	711 S ASHLAND AVE UNIT J CHICAGO, IL. 60607-5422
711K	17-17-300-107-1023	711 S ASHLAND AVE UNIT K CHICAGO, IL. 60607-5423
711L	17-17-300-107-1024	711 S ASHLAND AVE UNIT L CHICAGO, IL. 60607-5411
711M	17-17-300-107-1025	711 S ASHLAND AVE UNIT M CHICAGO, IL. 60607-5425
711N	17-17-300-107-1026	711 S ASHLAND AVE UNIT N CHICAGO, IL. 60607-5426
711O	17-17-300-107-1027	711 S ASHLAND AVE UNIT O CHICAGO, IL. 60607-3157
711P	17-17-300-107-1028	711 S ASHLAND AVE UNIT P CHICAGO, IL. 60607-5428
711Q	17-17-300-107-1029	711 S ASHLAND AVE UNIT Q CHICAGO, IL. 60607-3166
711R	17-17-300-107-1030	711 S ASHLAND AVE UNIT R CHICAGO, IL. 60607-5430
727A	17-17-300-107-1031	727 S ASHLAND AVE UNIT A CHICAGO, IL. 60607-5412
727B	17-17-300-107-1032	727 S ASHLAND AVE UNIT B CHICAGO, IL. 60607-5431
727C	17-17-300-107-1033	727 S ASHLAND AVE UNIT C CHICAGO, IL. 60607-5432
727D	17-17-300-107-1034	727 S ASHLAND AVE UNIT D CHICAGO, IL. 60607-5433
727E	17-17-300-107-1035	727 S ASHLAND AVE UNIT E CHICAGO, IL. 60607-5434

UNOFFICIAL COPY

Unit	Pin	Commonly known as (for informational purposes only)
727F	17-17-300-107-1036	727 S ASHLAND AVE UNIT F CHICAGO, IL. 60607-5435
727G	17-17-300-107-1037	727 S ASHLAND AVE UNIT G CHICAGO, IL. 60607-5436
727H	17-17-300-107-1038	727 S ASHLAND AVE UNIT H CHICAGO, IL. 60607-5437
727I	17-17-300-107-1039	727 S ASHLAND AVE UNIT I CHICAGO, IL. 60607-5438
727J	17-17-300-107-1040	727 S ASHLAND AVE UNIT J CHICAGO, IL. 60607-5439
727K	17-17-300-107-1041	727 S ASHLAND AVE UNIT K CHICAGO, IL. 60607-5440
727L	17-17-300-107-1042	727 S ASHLAND AVE UNIT L CHICAGO, IL. 60607-5441

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "B"

PLAT OF SURVEY

SEE ATTACHED

Property of Cooper County Clerk's Office



UNOFFICIAL COPY

EXHIBIT "B"

NATIONAL SURVEY SERVICE, INC.

COOK (118)
AUG 30 1983

Plat of Survey

SURVEY NO. DATE
NO. 83-006373
AUG 28, 1983

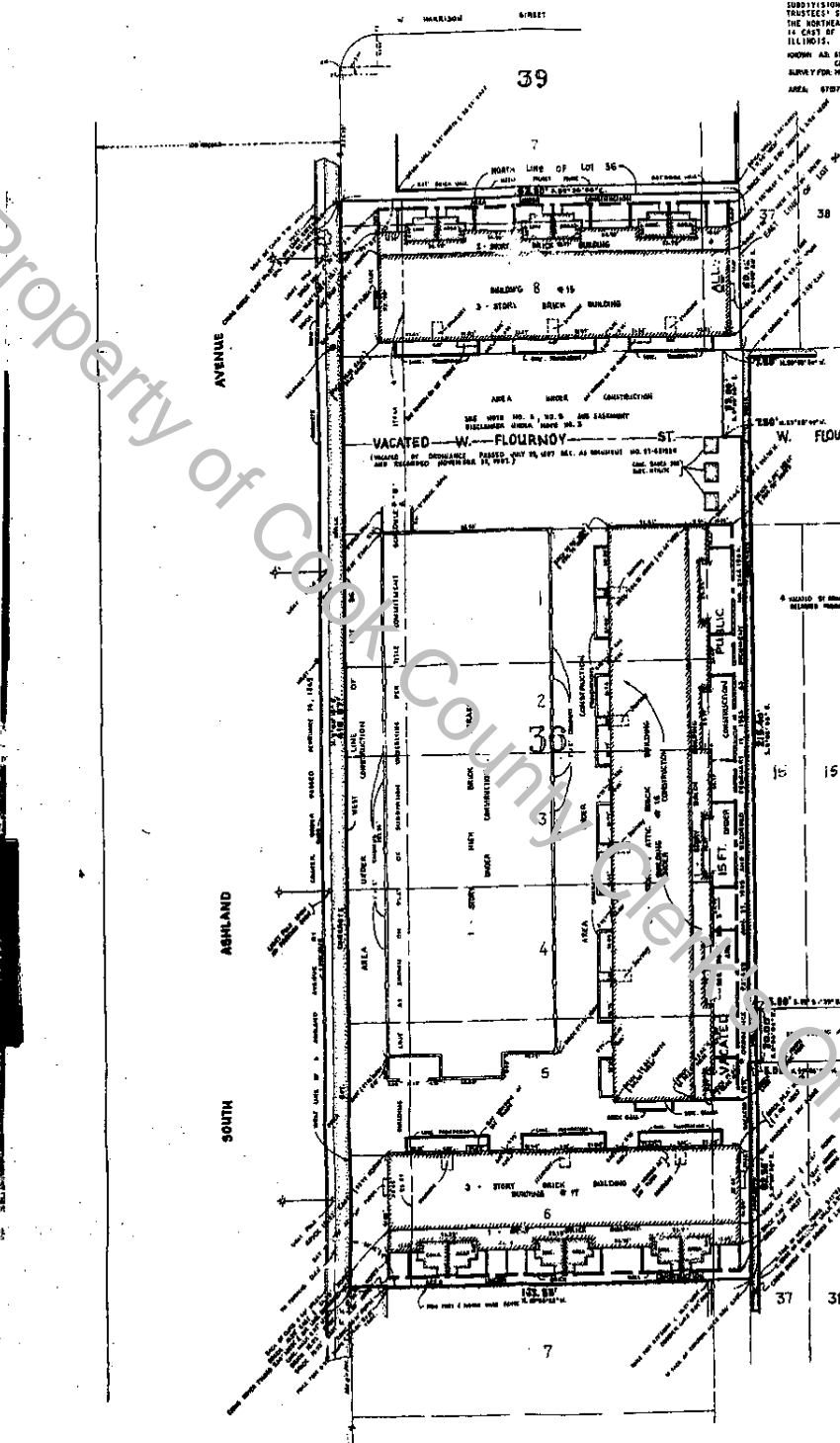
83-006373

GARIBALDI SQUARE ON THE PARK CONDOMINIUMS

6-9

LOT 36 IN GARIBALDI SQUARE CONDOMINIUMS, BEING A SUBDIVISION OF PORTS OF BLOCKS 40 AND 41 OF CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 29 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

KNOWN AS SE CORNER OF W. HANCOCK ST. & ASHLAND AVE., CHICAGO, ILLINOIS.
SURVEY FOR HOME BY HERRICK, INC.
AREA: 8757.7 SQ. FT. OR WHITE ACRES



1. A 20' wide building line as shown on plat of subdivision in the northern half of Block 36 is to be maintained in the northern half of Block 36.
2. EASEMENTS, RESERVATIONS AND LIMITATIONS OF THE PROPERTY OPERATING AS A PUBLIC HIGHWAY ARE TO BE MAINTAINED AND KEPT OPEN TO THE PUBLIC.
3. ALL EASEMENTS, RESERVATIONS AND LIMITATIONS OF THE PROPERTY OPERATING AS A PUBLIC HIGHWAY ARE TO BE MAINTAINED AND KEPT OPEN TO THE PUBLIC.
4. ALL EASEMENTS, RESERVATIONS AND LIMITATIONS OF THE PROPERTY OPERATING AS A PUBLIC HIGHWAY ARE TO BE MAINTAINED AND KEPT OPEN TO THE PUBLIC.
5. ALL EASEMENTS, RESERVATIONS AND LIMITATIONS OF THE PROPERTY OPERATING AS A PUBLIC HIGHWAY ARE TO BE MAINTAINED AND KEPT OPEN TO THE PUBLIC.
6. ALL EASEMENTS, RESERVATIONS AND LIMITATIONS OF THE PROPERTY OPERATING AS A PUBLIC HIGHWAY ARE TO BE MAINTAINED AND KEPT OPEN TO THE PUBLIC.
7. ALL EASEMENTS, RESERVATIONS AND LIMITATIONS OF THE PROPERTY OPERATING AS A PUBLIC HIGHWAY ARE TO BE MAINTAINED AND KEPT OPEN TO THE PUBLIC.
8. ALL EASEMENTS, RESERVATIONS AND LIMITATIONS OF THE PROPERTY OPERATING AS A PUBLIC HIGHWAY ARE TO BE MAINTAINED AND KEPT OPEN TO THE PUBLIC.
9. ALL EASEMENTS, RESERVATIONS AND LIMITATIONS OF THE PROPERTY OPERATING AS A PUBLIC HIGHWAY ARE TO BE MAINTAINED AND KEPT OPEN TO THE PUBLIC.
10. ALL EASEMENTS, RESERVATIONS AND LIMITATIONS OF THE PROPERTY OPERATING AS A PUBLIC HIGHWAY ARE TO BE MAINTAINED AND KEPT OPEN TO THE PUBLIC.

PLEASE READ INFORMATION -
 THIS SURVEY IS DESIGNATED AS "TYPE - C",
 AS SHOWN ON SECTION FLOURNOY, AS SHOWN
 ON THE CHICAGO RACE MAP (1983) FOR THE
 CHICAGO COMMUNITY -
 APPROVED DATE OF _____

IMPORTANT
 THIS SURVEY IS DESIGNATED AS "TYPE - C",
 AS SHOWN ON SECTION FLOURNOY, AS SHOWN
 ON THE CHICAGO RACE MAP (1983) FOR THE
 CHICAGO COMMUNITY -
 APPROVED DATE OF _____

NO CONTINGENT, BOUND, E.A. CONTRACTS
 CONTRACTS, BOUND, E.A. CONTRACTS
 CONTRACTS, BOUND, E.A. CONTRACTS

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE
 SURVEY ON WHICH IT IS BASED WERE MADE IN
 ACCORDANCE WITH THE REQUISITE STANDARDS
 AND REQUIREMENTS FOR ALTA/ACAS LAND TITLE SURVEYS,
 IN 1984, AND MEET THE ACCURACY REQUIREMENTS OF A
 CLASS "A" SURVEY, AS DEFINED THEREIN. THIS STATEMENT
 REFLECTS THE QUALITY OF TITLE AS SHOWN ON TITLE

COMMITMENT NO. 753 406
 EFFECTIVE DATE: CORNER W. 12th
 CHICAGO, ILLINOIS, FEBRUARY 28, A.D. 1984

BY: *Richard R. Rainaldi*
 CHICAGO REGISTERED LAND SURVEYOR NO. 1184

SHEET 1 OF 6

83-006373
AUG 28, 1983



STATE OF ILLINOIS
 COUNTY OF COOK

We Herby Certify that we have surveyed the
 above described ground in accordance with the
 laws of this State and that the above plat is a true representation of said survey.
 Witness our hands and seals this 28th day of August, 1983.

NATIONAL SURVEY SERVICE, INC.
 SURVEYORS AND LAND SURVEYORS
 100 W. WASHINGTON ST., CHICAGO, ILL. 60601

BY: *Richard R. Rainaldi*
 CHICAGO REGISTERED LAND SURVEYOR NO. 1184

UNOFFICIAL COPY

NATIONAL SURVEY SERVICE, INC.

Plat of Survey

SURVEY NO. N-114533 CONDOMINIUM DATE JUL 2, 1983

COOK (198) AUG 30 1983

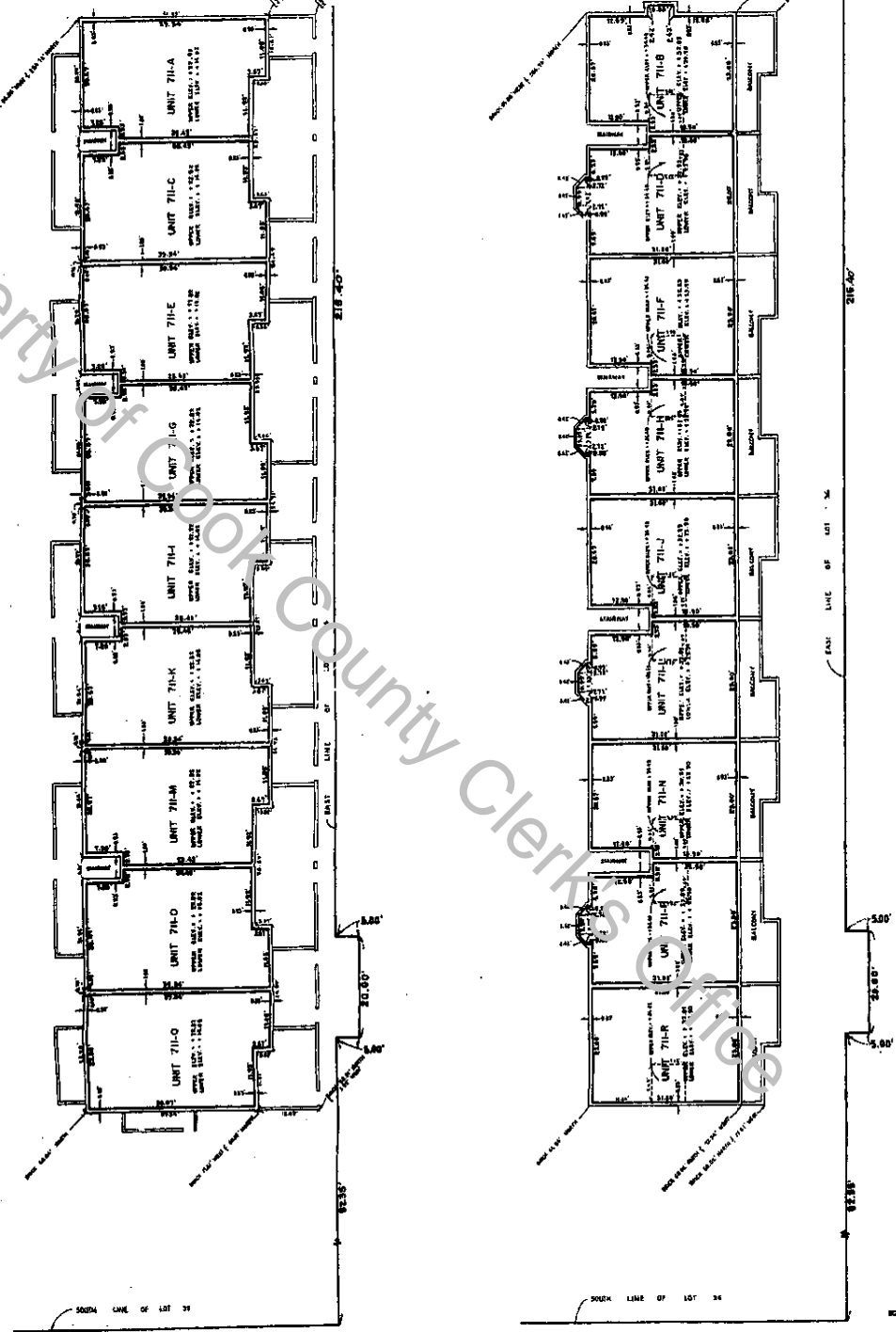
89406373

GARIBALDI SQUARE ON THE PARK CONDOMINIUMS

BUILDING # 16

GROUND FLOOR

1 ST FLOOR



Property of Cook County Clerks Office

NOTE: HORIZONTAL BOUNDARIES OF THE UNIT AS DELINEATED HEREON ARE THE VERTICAL PLUMB LINES FOUND BY THE EXTERIOR FACES OF THE PLASTER WALLS.

VERTICAL BOUNDARIES OF THE UNIT ARE THE HORIZONTAL PLUMB LINES FOUND BY THE TOP OF WOODEN FLOORING AND BY THE BOTTOM OF PLASTER CEILING.

FOR DEFINITIONS OF LIGHTS CONDA. IS. POINTS REFER TO SECTIONS 1.10, 2.4, 2.5, 2.6 AND 2.7 IN THE REGULATION OF CONDOMINIUMS.

ELEVATIONS SHOWN ARE PLUMB IN RELATION TO CHICAGO CITY DATUM.

ELEVATIONS SHOWN ARE IN RELATION TO CITY OF CHICAGO BENCH MARK NO. 5495.

SECTION OF WHICH MADE IS 111,733 CHICAGO CITY DATUM.

MARK ONE OF THE SOUTHWEST CORNER OF SECTION 16 STRIKE STEEP ON THE NORTH SIDE OF THE REFRIGERATOR ON THE EAST SIDE OF A 24" DIA. BRASS BUSHING NO. 214 SOUTH LEXINGTON STREET.

NOTE: THE UNITS SHOWN ON THIS SHEET HAVE BEEN PROJECTED FROM PLANS PRODUCED BY EARLE WERTHEIM & ASSOCIATES PROJECT NO. 8790. CLIPPING BEARING THEREON ARE ACTUAL MEASUREMENTS AND THEY MAY NOT CORRELATE WITH PROJECTED UNIT DIMENSIONS.

SURVEY NO. N-114533 CONDOMINIUM DATE JUL 2, 1983
NATIONAL SURVEY SERVICE, INC.
 ENGINEERS AND LAND SURVEYORS
 1200 NORTH 4TH ST. CHICAGO, ILL. 60610

SHEET 3 OF 6

DOCUMENT WITH THIS PLAT

UNOFFICIAL COPY

NATIONAL SURVEY SERVICE, INC.

Plat of Survey

SURVEY NO. N-34533 CONDOMINIUM DATE AUG 3, 1989

COOK 0016
AUG 29 1989

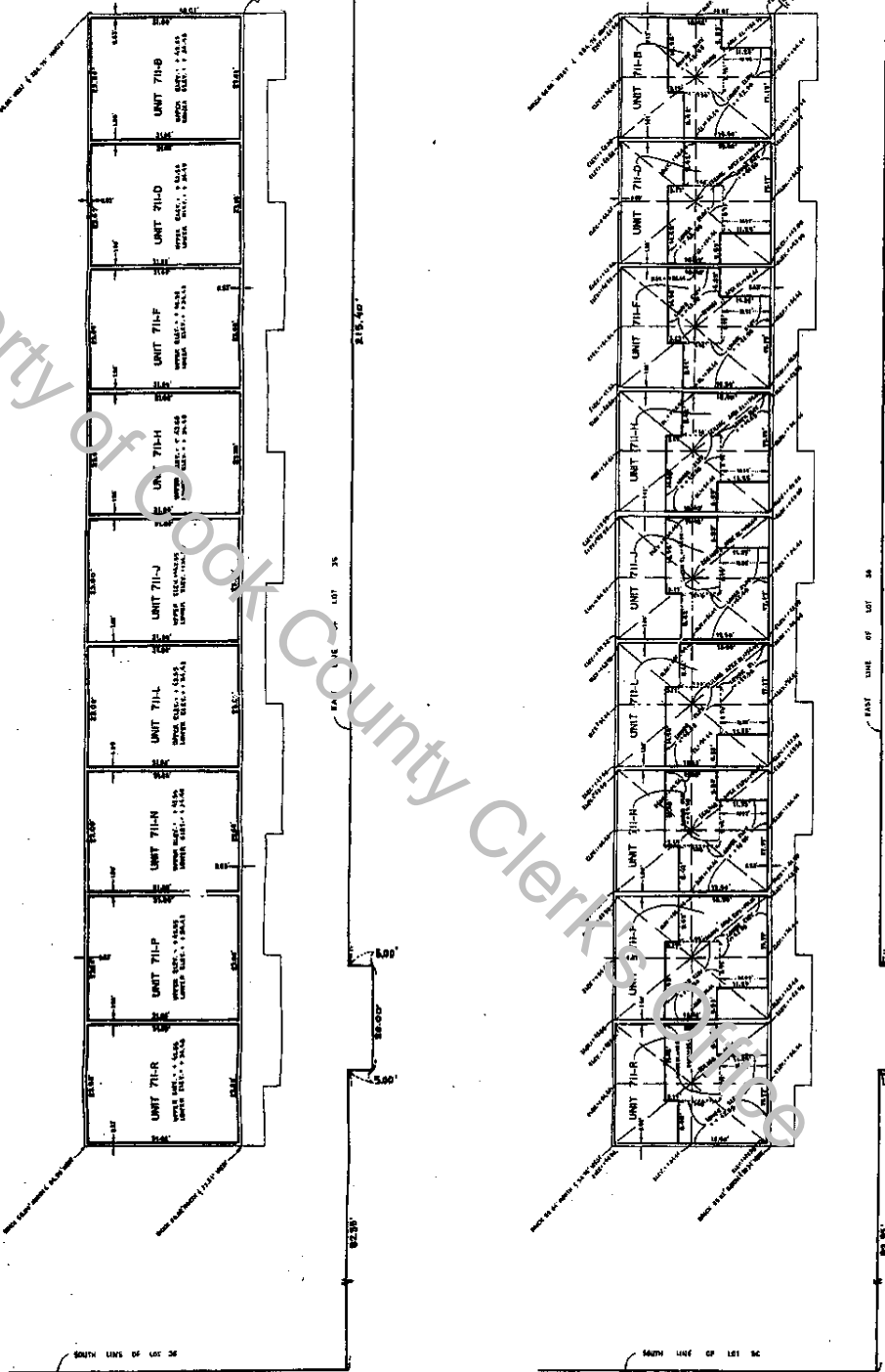
59406373

GARIBALDI SQUARE ON THE PARK CONDOMINIUMS

BUILDING # 16

2 ND FLOOR

ATTIC



NOTE: HORIZONTAL DIMENSIONS OF THE UNIT AS DELINEATED HEREON ARE THE CENTER TO CENTER DIMENSIONS OF THE INTERIOR PARTS OF THE PLAYERS WALLS.

VERTICAL DIMENSIONS OF THE UNIT ARE THE HORIZONTAL PLACES FORMED BY THE TOP OF BRICKS FLOOR AND BY THE BOTTOM OF PLASTER OF CEILING.

FOR IDENTIFICATION OF LIMITED COMMON ELEMENTS REFER TO SECTIONS 1.12, 1.4, 1.5, 1.6 AND 2.7 IN THE DECLARATION OF CONDOMINIUM.

ELEVATIONS SHOWN ARE PLUS IN RELATION TO CHICAGO CITY DATUM.

ELEVATIONS SHOWN ARE IN RELATION TO CITY OF CHICAGO MEAN HIGH SEA LEVEL.

ELEVATION OF BENCH MARK IS +14.737 CHICAGO CITY DATUM.

MARK OUT AT THE EXTERIOR CORNER OF OUTLINE OF STONE STEP TO THE NORTH SIDE OF THE ENTRANCE ON THE EAST SIDE OF A 2-STORY BRICK BUILDING NO. 424 SOUTH LORRAINE STREET.

NOTE: THE UNITS SHOWN ON THIS SHEET HAVE BEEN PROJECTED FROM PLANS PREPARED BY JACOB HOFFMAN & ASSOCIATES PROJECT NO. 8700. SURVIVOR RECORDS, RECORDS AND ACTUAL MEASUREMENTS AND THIS SHEET SHALL BE TOTAL WITH PROJECTED SURVIVOR RECORDS.

SURVEY NO. N-34533 CONDOMINIUM DATE AUG. 3, 1989
NATIONAL SURVEY SERVICE, INC.
 ENGINEERS AND LAND SURVEYORS
 1200 BROADWAY, CHICAGO, ILL. 60604

SHEET 4 OF 6

RECORDED IN HARD COPY

DOCUMENT WITH THIS PLAT

UNOFFICIAL COPY

NATIONAL SURVEY SERVICE, INC.

Plat of Survey

SURVEY NO. N-14533 CONDOMINIUM DATE: AUG. 3, 1989

COOK (112) AUG 21 1989

89406373

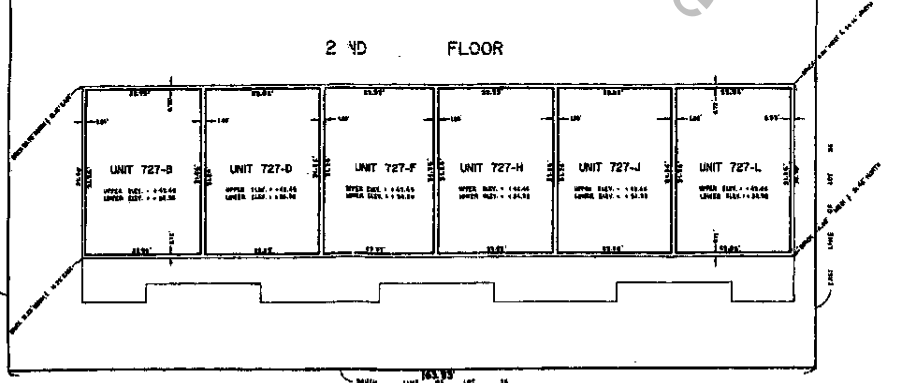
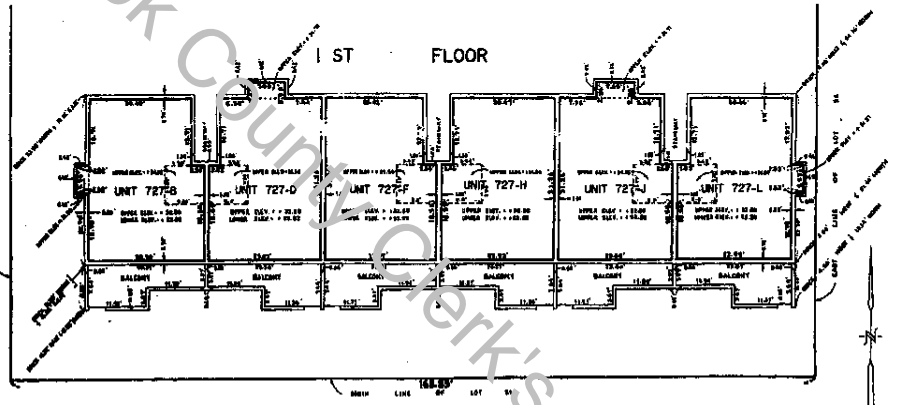
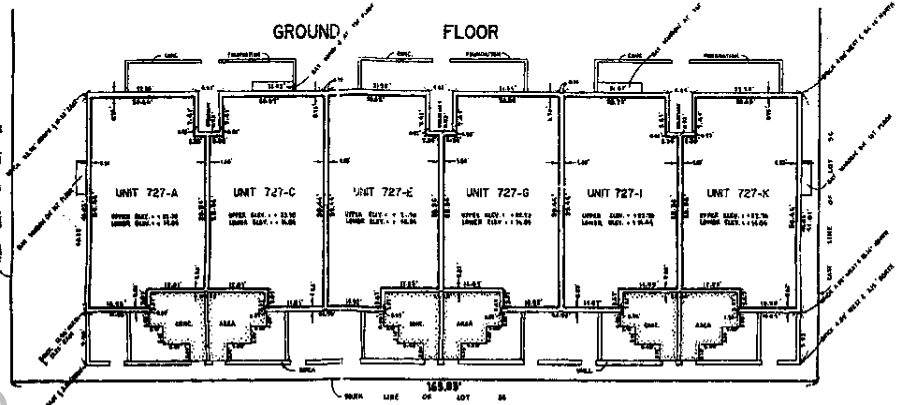
GARIBALDI SQUARE ON THE PARK CONDOMINIUMS

BUILDING # 17

S. ASHLAND AVENUE

S. ASHLAND AVENUE

S. ASHLAND AVENUE



NOTE: HORIZONTAL DIMENSIONS OF THE UNIT AS DELINEATED HEREON ARE THE DIMENSIONS PLACED THEREON BY THE REVISIONAL FACE OF THE PLANNED SALE.

VERTICAL DIMENSIONS OF THE UNIT ARE THE HORIZONTAL PLACES DIMENSIONS AT THE TOP OF THESE PLANS AND BY THE BOTTOM OF PLANNED SALES.

FOR DETERMINATION OF LIMITS WHICH ELEMENTS REFER TO ELEVATIONS 727, 728, 729, 730 AND 731 IN THE REGULATION OF ARCHITECTURE.

IMPORTANT

CONSTRUCTION OF THIS PLAN AND REVISIONS THEREON SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE CHICAGO BUILDING CODE, AS AMENDED, AND THE CHICAGO CITY ORDINANCES.

PLANNED SALE NO. 114,133 DIVISION CITY WATER.

DATE: AUG. 3, 1989

BY: [Signature]

SCALE: 1/4" = 1'-0"

SHEET 6 OF 6

NATIONAL SURVEY SERVICE, INC.
CONDOMINIUM AND LAND SURVEYORS
1500 N. LAKE ST. CHICAGO, ILL. 60610

COPIED
... HIS ...

RECEIVED IN BAD CONDITION

UNOFFICIAL COPY

NATIONAL SURVEY SERVICE, INC.

Plat of Survey

SURVEY NO. N-14233 CONDOMINIUM

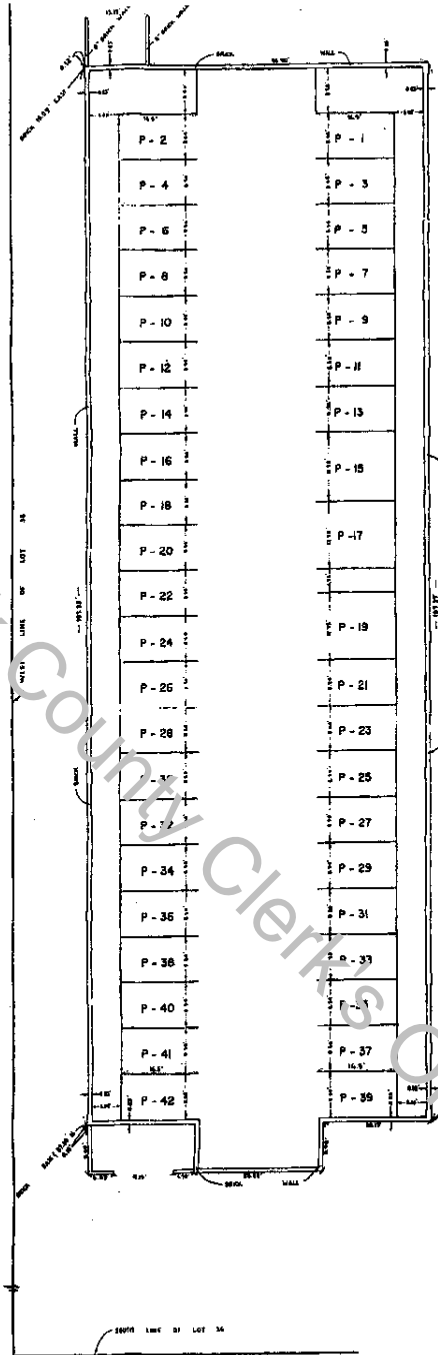
DATE AUG. 3, 1989

AUG 30 1989

69406373

GARIBALDI SQUARE ON THE PARK CONDOMINIUMS
GARAGE

Property of Cook County Clerk's Office



S. ASHLAND AVENUE

FOR REGISTRATION OF LISTED COMMON ELEMENTS REFER TO SECTIONS 1, 10, 11, 12, 13, 14 AND 15 IN THE DECLARATION OF CONDOMINIUM.

ELEVATIONS SHOWN ARE WITH 10' OFFSET TO CHICAGO CITY DATUM.

ELEVATIONS SHOWN ARE IN RELATION TO CITY OF CHICAGO BENCH MARK '84 1000.

DEVELOPED BY SPINCH PAGE 15 - 16, 1987 EXTENDED CITY DATUM.

MARK SET AT THE UNFINISHED CORNER OR SURFACE OF GRADE STOP BY THE NORTH SIDE OF THE CURB OR BY THE EAST SIDE OF A SYSTEM BENCH MARKING ON THE SOUTH-SIDE STREET.

NOTE: THE PARKING SPACES SHOWN ON THIS SHEET WERE BEING PROJECTED FROM PLANS PREPARED BY HALE, HARTMAN & ASSOCIATES PROJECT NO. 8700.

IMPORTANT
THIS SHEET IS INTENDED TO BE USED IN CONNECTION WITH THE DECLARATION OF CONDOMINIUM AND COMMON PLANS THEREON. IT IS NOT TO BE USED IN ISOLATION AND SHOULD BE USED IN CONNECTION WITH THE DECLARATION OF CONDOMINIUM AND COMMON PLANS THEREON.

SURVEY NO. N-14233 CONDOMINIUM DATE: AUG. 3, 1989
NATIONAL SURVEY SERVICE, INC.
 ENGINEERS AND LAND SURVEYORS
 120 N. GREENWAY CHICAGO, ILL. 60606

UNOFFICIAL COPY

Exhibit 'B'

NEW 1628

62540584

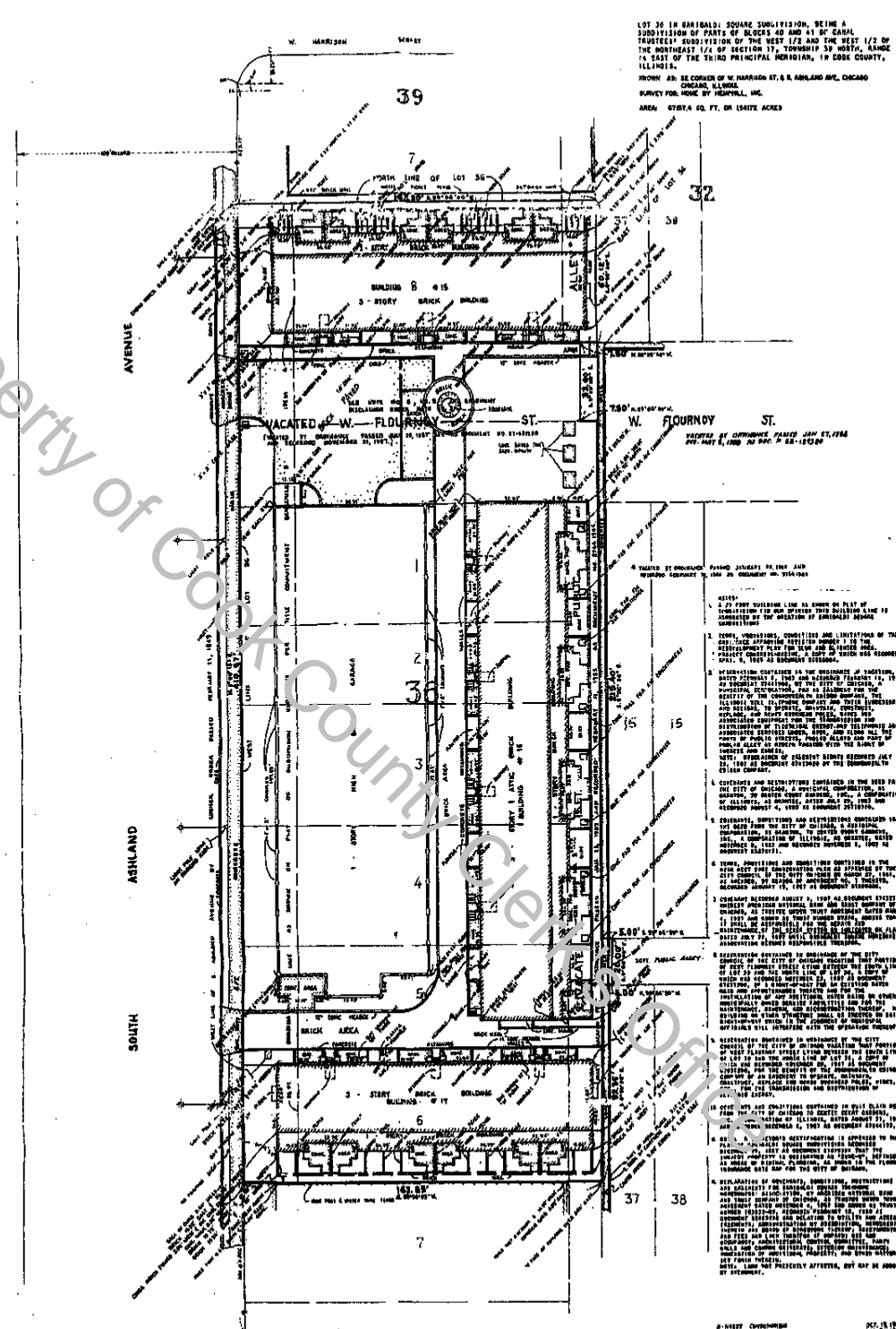
NATIONAL SURVEY SERVICE, INC.

Plat of Survey

SURVEY NO. 4-3886
LAD SURVEYOR
6-10-22 CONCOMIN
6-10-22 CONCOMIN
6-10-22 CONCOMIN

DATE
MAY 28, 1938
MAY 28, 1938
OCT. 11, 1939

GARIBALDI SQUARE ON THE PARK CONDOMINIUMS



LOT 39 IN GARIBALDI SQUARE SUBDIVISION, BEING A SUBDIVISION OF PARTS OF BLOCKS 40 AND 41 OF CASH TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 16 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SHOWS AND IS CORNER OF W. HARRISON ST. & S. ASHLAND AND W. CHICAGO, CHICAGO, ILLINOIS.

SURVEY FOR USE BY HEARNELL, INC.

AREA 67874 SQ. FT. OR THEREABOUTS

1. A 25 FOOT COLLISION LINE IS SHOWN ON PLAT OF THIS SURVEY AND THE COLLISION LINE IS TO BE MAINTAINED BY THE CREATOR OF SAID COLLISION LINE.
2. TERMS, CONDITIONS, COVENANTS AND LIMITATIONS OF THE DEED APPEARING HEREIN SHALL BE DEEMED TO BE INCORPORATED INTO THIS SURVEY AND SHALL BE DEEMED TO BE A PART OF THIS SURVEY.
3. INFORMATION CONTAINED IN THE RECORDS OF THE CITY OF CHICAGO, ILLINOIS, SHOWING THE LOCATION OF THE COLLISION LINE, AS SHOWN ON THIS SURVEY, SHALL BE DEEMED TO BE A PART OF THIS SURVEY AND SHALL BE DEEMED TO BE A PART OF THIS SURVEY.
4. INFORMATION CONTAINED IN THE RECORDS OF THE CITY OF CHICAGO, ILLINOIS, SHOWING THE LOCATION OF THE COLLISION LINE, AS SHOWN ON THIS SURVEY, SHALL BE DEEMED TO BE A PART OF THIS SURVEY AND SHALL BE DEEMED TO BE A PART OF THIS SURVEY.
5. INFORMATION CONTAINED IN THE RECORDS OF THE CITY OF CHICAGO, ILLINOIS, SHOWING THE LOCATION OF THE COLLISION LINE, AS SHOWN ON THIS SURVEY, SHALL BE DEEMED TO BE A PART OF THIS SURVEY AND SHALL BE DEEMED TO BE A PART OF THIS SURVEY.
6. INFORMATION CONTAINED IN THE RECORDS OF THE CITY OF CHICAGO, ILLINOIS, SHOWING THE LOCATION OF THE COLLISION LINE, AS SHOWN ON THIS SURVEY, SHALL BE DEEMED TO BE A PART OF THIS SURVEY AND SHALL BE DEEMED TO BE A PART OF THIS SURVEY.
7. INFORMATION CONTAINED IN THE RECORDS OF THE CITY OF CHICAGO, ILLINOIS, SHOWING THE LOCATION OF THE COLLISION LINE, AS SHOWN ON THIS SURVEY, SHALL BE DEEMED TO BE A PART OF THIS SURVEY AND SHALL BE DEEMED TO BE A PART OF THIS SURVEY.
8. INFORMATION CONTAINED IN THE RECORDS OF THE CITY OF CHICAGO, ILLINOIS, SHOWING THE LOCATION OF THE COLLISION LINE, AS SHOWN ON THIS SURVEY, SHALL BE DEEMED TO BE A PART OF THIS SURVEY AND SHALL BE DEEMED TO BE A PART OF THIS SURVEY.
9. INFORMATION CONTAINED IN THE RECORDS OF THE CITY OF CHICAGO, ILLINOIS, SHOWING THE LOCATION OF THE COLLISION LINE, AS SHOWN ON THIS SURVEY, SHALL BE DEEMED TO BE A PART OF THIS SURVEY AND SHALL BE DEEMED TO BE A PART OF THIS SURVEY.
10. INFORMATION CONTAINED IN THE RECORDS OF THE CITY OF CHICAGO, ILLINOIS, SHOWING THE LOCATION OF THE COLLISION LINE, AS SHOWN ON THIS SURVEY, SHALL BE DEEMED TO BE A PART OF THIS SURVEY AND SHALL BE DEEMED TO BE A PART OF THIS SURVEY.

...FLOOR BEARING INFORMATION...

PROPERTY IS DESCRIBED AS "ZONE - C", 7 1/2 FEET AREA OF DISTRICT FLOURNOY, AS SHOWN PLANNING BOARD MAP (P.M.) FOR THE DISTRICT, CHICAGO, ILLINOIS, EFFECTIVE DATE OF...

IMPORTANT

BEFORE ANY CONSTRUCTION OR ALTERATION OF SAID SUBDIVISION BEING MADE THEREON, THE SURVEYOR HAS BEEN ADVISED BY THE CHICAGO BUILDING DEPARTMENT THAT THE SURVEYOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE SURVEY AND FOR THE PROTECTION OF THE PUBLIC INTERESTS.

THE CONTINGENTIAL BOND, N.B. I OBTAINED THIS BOND FROM THE CHICAGO BUILDING DEPARTMENT AND IT IS HEREBY CERTIFIED TO BE CORRECT AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA SURVEYING TITLES, AS JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1925, AND MEET THE ACCURACY REQUIREMENTS OF A CLASS 'A' SURVEY, AS DEFINED THEREIN. THIS SURVEY RESOLVES QUESTIONS OF TITLE AS SHOWN ON TITLE.

COMMITMENT NO. 1858 849

EFFECTIVE DATE: COMMER. P. 1938

CHICAGO, ILLINOIS, MAY 28, 1938

BY: *Nicholas Reinhardt*

LAD SURVEYOR

SHEET 1 OF 6

2-10-38 CONCOMIN
RECORDED
6-10-22 CONCOMIN
DATE MAY 28, 1938

W. Harry Griffin

As Surveyor, I hereby certify that the above plat is a true and correct copy of the original plat as shown to me by the National Survey Service, Inc., and that the same has been approved by me.

NATIONAL SURVEY SERVICE, INC.
SURVEYORS AND LAND DEVELOPERS
100 W. WASHINGTON ST., CHICAGO, ILL. 60602

BY: *Nicholas Reinhardt*

DATE: MAY 28, 1938

DOCUMENT

RECORDED IN BOOK 10000

UNOFFICIAL COPY

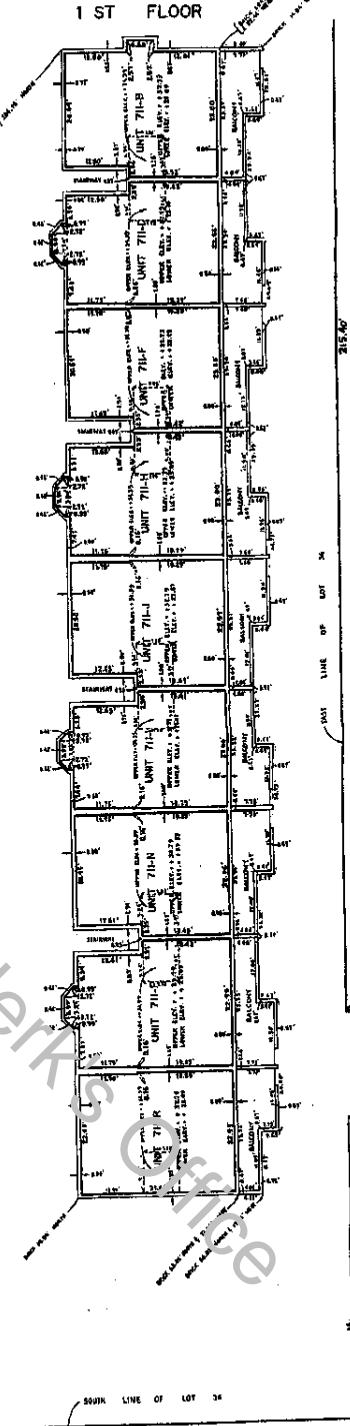
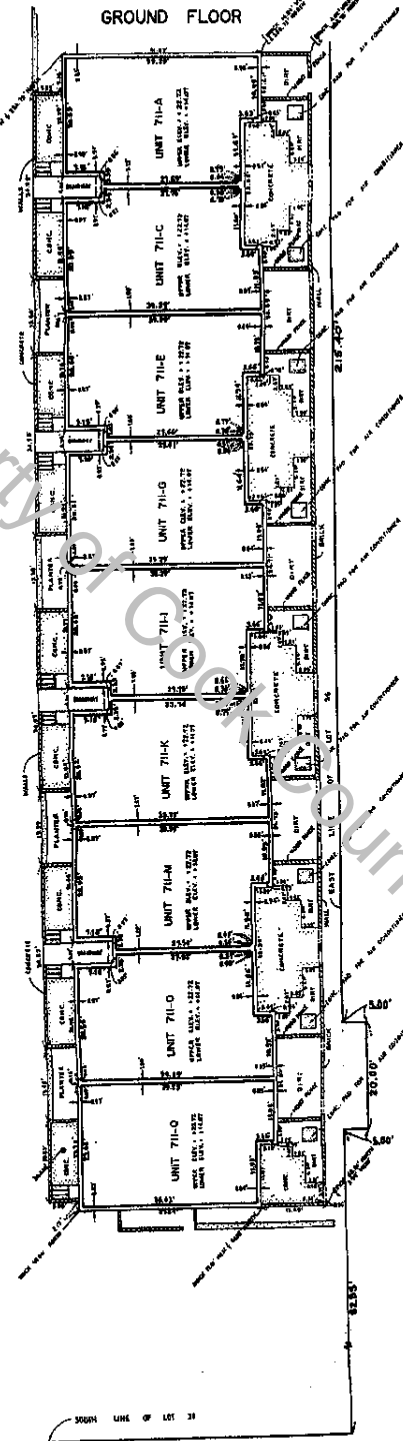
NATIONAL SURVEY SERVICE, INC.

Plat of Survey

SURVEY NO. DATE
 N-14323 CONDOMINIUM AUG. 2, 1999
 N-14323 CONDOMINIUM NOV. 7, 1999

GARIBALDI SQUARE ON THE PARK CONDOMINIUMS

BUILDING # 16



Property of Cook County Clerk's Office

NOTE:
 HORIZONTAL DIMENSIONS OF THE UNIT AS DELINEATED HEREON ARE THE DISTANCES PLACED FROM BY THE CENTER LINES OF THE PLASTER WALLS.
 VERTICAL DIMENSIONS OF THE UNIT ARE THE HORIZONTAL PLATES FORMED BY THE TOP OF BRICK PLANS AND AT THE BOTTOM OF PLASTER BELLINGS.
 FOR DEFINITIONS OF LIMITED COMMON ELEMENTS REFER TO SECTION 1.17, 2.4, 3.3, 3.4, 3.5 AND 3.7 OF THE DECLARATION OF CONDOMINIUM.
 ELEVATIONS SHOWN ARE PLUMB IN RELATION TO CHICAGO CITY DATUM.
 ELEVATIONS SHOWN ARE IN RELATION TO CITY OF CHICAGO BEACH DANE NO. 1003.
 ELEVATION OF SEWER DRAIN IS 414.777 CHICAGO CITY DATUM.
 MAKE KEY BY THE INTERSECTION CORNER OF NORTH OF STATE ST. ON THE NORTH END OF THE OUTWASH ON THE EAST SIDE OF A PROPERTY WITH REFERENCE TO 214 SOUTH LEXINGTON STREET.

IMPORTANT

N-14323 CONDOMINIUM DATE: AUG. 2, 1999
 SURVEY NO. N-14323 CONDOMINIUM DATE: NOV. 7, 1999
NATIONAL SURVEY SERVICE, INC.
 ENGINEERS AND LAND SURVEYORS
 1100 W. WASHINGTON ST. CHICAGO, ILL. 60607

SHEET 3 OF 6



RECEIVED IN BLDG CONDOMINIUM

UNOFFICIAL COPY

NATIONAL SURVEY SERVICE, INC.

Plat of Survey

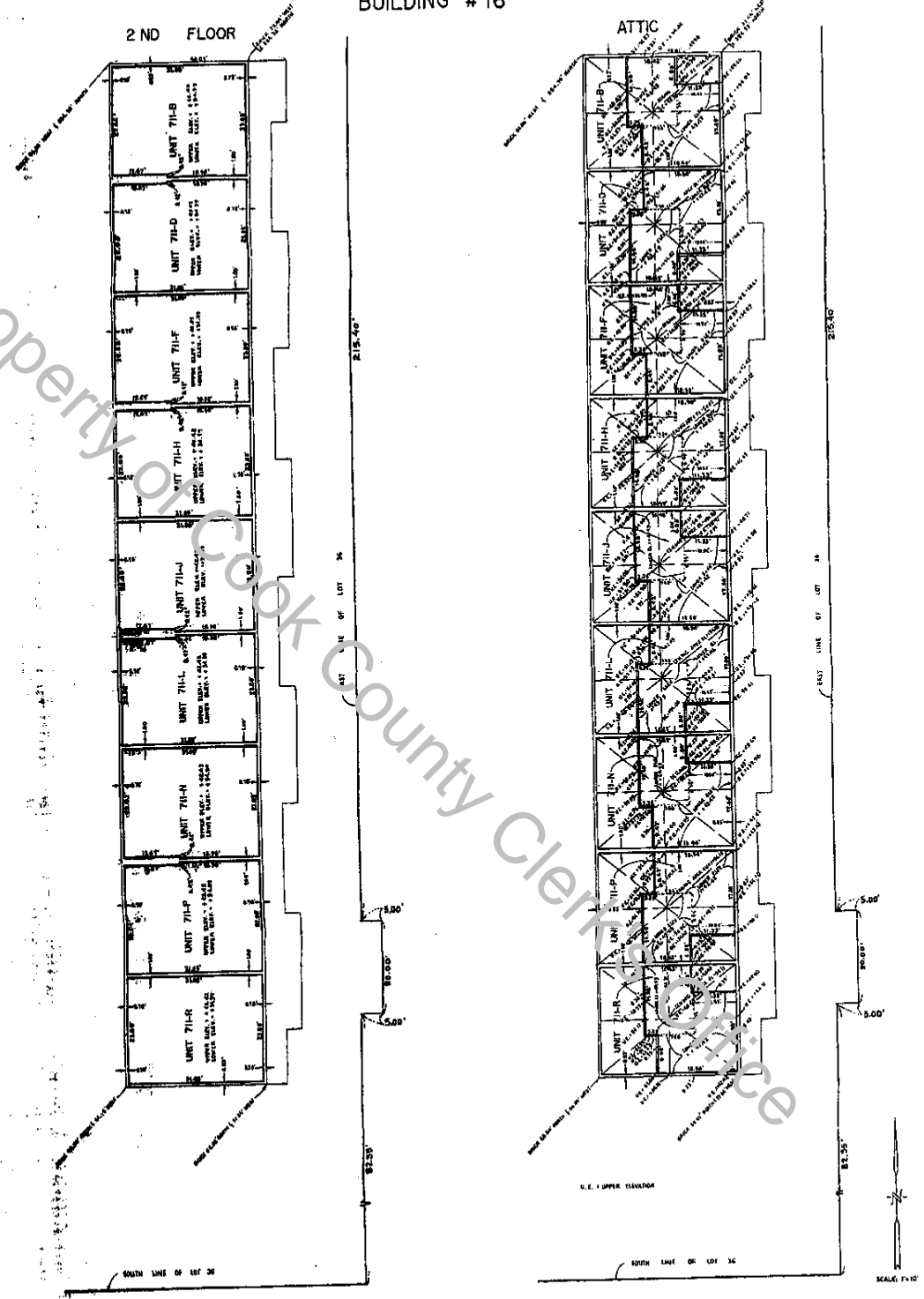
SURVEY NO. N-14532 CHICAGO ILL. CONDOMINIUM
DATE AUG 3, 1989
NOV 7, 1989

NOV 14, 1989

89G40594

GARIBALDI SQUARE ON THE PARK CONDOMINIUMS

BUILDING # 16



Property of Cook County Clerk's Office

NOTE: ALL DIMENSIONS AND BEARINGS OF THE UNIT AS INDICATED HEREON ARE THE RESULT OF FIELD MEASUREMENTS BY THE SURVEYOR. THE PLASTER WALLS, THE FINISH FLOORING OF THE UNIT AND THE HORIZONTAL FLOORING FINISH BY THE TOP OF FINISHED FLOOR JOIST BY THE BOTTOM OF PLASTER CEILING.

FOR DIMENSIONS OF LIMITED COMMON ELEMENTS REFER TO SECTION 1.1, 1.2, 1.3, 1.4 AND 1.5 IN THE DECLARATION OF CONDOMINIUM.

ELEVATIONS SHOWN ARE IN FEET IN RELATION TO CHICAGO CITY DATUM.

ELEVATIONS SHOWN ARE IN RELATION TO CITY OF CHICAGO BEACH ROCK M.D. DATUM.

ELEVATION OF BEACH ROCK IS 114.322 CHICAGO CITY DATUM.

NAME SET AT THE WESTMOST CORNER OF BUTTRESS OF STREET STOP ON THE NORTH SIDE OF THE COURSE ON THE EAST SIDE OF A 27-FEET WIDE BUILDING ON 612 SOUTH LEXINGTON STREET.

N-14532 CHICAGO ILL. CONDOMINIUM DATE AUG 3, 1989
 NATIONAL SURVEY SERVICE, INC.
 ENGINEERS AND LAND SURVEYORS
 174 W. BEARD AVE. ST. PAUL, ILL. 62459

SHEET 4 OF 6

DOCUMENT WITH THIS FILE

RECEIVED IN BAD CONDITION

UNOFFICIAL COPY

NATIONAL SURVEY SERVICE, INC.

NOV 14 1983 89540584

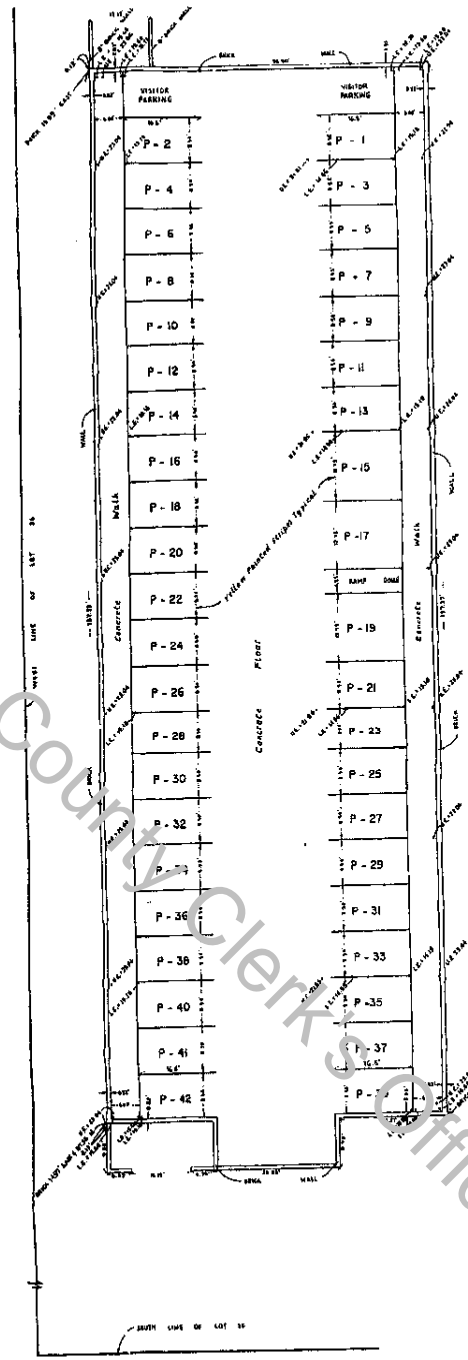
Plat of Survey

SURVEY NO.	DATE
N-11822	AUG 3, 1983
CONDOMINIUM	NOV 3, 1983
LABORATORY	NOV 3, 1983
RECORD (CLERK)	NOV 9, 1983

GARIBALDI SQUARE ON THE PARK CONDOMINIUMS GARAGE

Property of Cook County Clerk's Office

ASHLAND AVENUE



NOTE:
NON-CURTAIN MEMBERSHIP OF THE UNIT IS NOT DEEMED NECESSARY FOR THE VEHICLE PARKING SPACES.

SECTIONAL PROPERTIES OF THE UNIT ARE THE UNITS AND PLACES SHOWN ON THE TOP OF CONCRETE SLABS AND AT THE BOTTOM OF STEEL BEAMS.

FOR REQUISITION OF A UNIT, CONDO, OR PLACES REFER TO SECTION 11.1, 11.2, 11.3, 11.4 AND 11.5 TO THE DECLARATION OF CONDOMINIUM.

DECLARATION MAPS ARE FILED IN RELATION TO CHICAGO CITY RECORDS.

DECLARATION MAPS ARE IN RELATION TO CITY OF CHICAGO RECORD MAP NO. 8822.

DESCRIPTION OF WORK MADE TO 1/4\"/>

READ OUT AT THE NEAREST CORNER OR POINT OF BEGINNING BY THE SOUTH SIDE OF THE ENTRANCE ON THE EAST SIDE OF A 20'00\"/>

SHEET 6 OF 6

RECORD SLIP JUNE 10, 1983
 SURVEY NO. N-11822 CONDOMINIUM DATE AUG. 3, 1983
 NATIONAL SURVEY SERVICE, INC.
 ENGINEERS AND LAND SURVEYORS
 121 N. CLARK ST. CHICAGO, ILL. 60610

IMPORTANT
 THIS MAP AND OTHER MAPS SHOWN HEREON ARE NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF NATIONAL SURVEY SERVICE, INC.



END-OF-RECORDED
 PLAT

RECORDED IN CHICAGO

UNOFFICIAL COPY

EXHIBIT "C"

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS FOR CONDOMINIUM

<u>UNIT NUMBER</u>	<u>ADDRESS</u>	<u>COMMON OWNERSHIP PERCENTAGE</u>
641-A	S. Ashland St. Chicago, IL 60607	1.85%
641-B	S. Ashland St. Chicago, IL 60607	2.96
641-C	S. Ashland St. Chicago, IL 60607	1.74
641-D	S. Ashland St. Chicago, IL 60607	2.79
641-E	S. Ashland St. Chicago, IL 60607	1.74
641-F	S. Ashland St. Chicago, IL 60607	2.79
641-G	S. Ashland St. Chicago, IL 60607	1.74
641-H	S. Ashland St. Chicago, IL 60607	2.79
641-I	S. Ashland St. Chicago, IL 60607	1.74
641-J	S. Ashland St. Chicago, IL 60607	2.79
641-K	S. Ashland St. Chicago, IL 60607	1.85
641-L	S. Ashland St. Chicago, IL 60607	2.96
711-A	S. Ashland St. Chicago, IL 60607	2.00%
711-B	S. Ashland St. Chicago, IL 60607	3.18
711-C	S. Ashland St. Chicago, IL 60607	1.92
711-D	S. Ashland St. Chicago, IL 60607	2.96
711-E	S. Ashland St. Chicago, IL 60607	1.92
711-F	S. Ashland St. Chicago, IL 60607	2.96
711-G	S. Ashland St. Chicago, IL 60607	1.92
711-H	S. Ashland St. Chicago, IL 60607	2.96
711-I	S. Ashland St. Chicago, IL 60607	1.92
711-J	S. Ashland St. Chicago, IL 60607	2.96
711-K	S. Ashland St. Chicago, IL 60607	1.92
711-L	S. Ashland St. Chicago, IL 60607	2.96
711-M	S. Ashland St. Chicago, IL 60607	1.92
711-N	S. Ashland St. Chicago, IL 60607	2.96
711-O	S. Ashland St. Chicago, IL 60607	1.92
711-P	S. Ashland St. Chicago, IL 60607	2.96
711-Q	S. Ashland St. Chicago, IL 60607	2.00
711-R	S. Ashland St. Chicago, IL 60607	3.18
727-A	S. Ashland St. Chicago, IL 60607	1.85%
727-B	S. Ashland St. Chicago, IL 60607	2.96
727-C	S. Ashland St. Chicago, IL 60607	1.74
727-D	S. Ashland St. Chicago, IL 60607	2.79
727-E	S. Ashland St. Chicago, IL 60607	1.74
727-F	S. Ashland St. Chicago, IL 60607	2.79
727-G	S. Ashland St. Chicago, IL 60607	1.74
727-H	S. Ashland St. Chicago, IL 60607	2.79
727-I	S. Ashland St. Chicago, IL 60607	1.74
727-J	S. Ashland St. Chicago, IL 60607	2.79
727-K	S. Ashland St. Chicago, IL 60607	1.85
727-L	S. Ashland St. Chicago, IL 60607	2.96

UNOFFICIAL COPY

EXHIBIT "D"

BY-LAWS OF GARIBALDI SQUARE ON THE PARK CONDOMINIUM ASSOCIATION

ARTICLE I MEMBERS (UNIT OWNERS)

Section 1. Eligibility. The Association, an Illinois not-for-profit organization, shall have one class of membership which shall consist of all of the Unit Owners of the Property known as Garibaldi Square On The Park Condominiums, Chicago, Illinois (the "Property"), in accordance with the respective percentages of ownership interest in the Common Elements of the Property owned by the respective Unit Owners. The foregoing and other capitalized terms herein are used in these By-Laws as such terms are defined in the Declaration of Condominium Ownership for the Property which Declaration is recorded in the Office of the Recorder of Deeds of Cook County, Illinois, and incorporated herein by this reference. The words "member" Or "members" as used in these By-Laws mean and shall refer to "Unit Owner" or "Unit Owners" as the case may be, as defined in the Declaration.

Section 2. Succession. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

Section 3. Annual Meeting. The Unit Owners shall hold regular meetings one of the purposes of which shall be to elect members to the Board. There shall be a regular annual meeting of Unit Owners held each year on or about the anniversary of the Initial Meeting. All such meetings of Unit Owners shall be held at such place in Cook County, Illinois, and at such time as specified in the written notice of such meeting.

Section 4. Special Meetings. Special meetings of the Unit Owners may be called by the President, the Board or by 20% of the Unit Owners. Matters subject to the approval of Unit Owners, as set forth in the Act, Declaration or these By-laws shall be submitted to the Unit Owners for their approval at special meetings which shall be called for such purpose by the President.

Section 5. Delivery of Notice of Meetings. Notices of meetings shall be delivered either personally or by mail to a Unit Owner at the address given to the Board by said Unit Owner for such purpose, or to the Unit Owner's Unit, if no address for such purpose has been given to the Board. All such notices shall be delivered to all Unit Owners not less than ten (10) days and not more than thirty (30) days prior to the date of said meeting. Any notice of any meeting mailed to a Unit Owner shall be deemed delivered on the second regular mail delivery day following the day of deposit of such notice in the United States mail, postage prepaid, addressed as aforesaid.

UNOFFICIAL COPY

Section 6. Voting.

(a) The aggregate number of votes for all Unit Owners shall be one hundred (100), and, except as otherwise herein provided, shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements as set forth in Exhibit "C" to the Declaration. Voting shall be on a percentage basis. The percentage vote to which each Unit is entitled is the percentage interest of the undivided ownership of the Common Elements appurtenant thereto. Notwithstanding the foregoing, 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 that 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 30% or fewer of the units, by number, possess over 50% in the aggregate of the votes in the Association, a Unit shall not include a garage Unit or a storage Unit.

(b) There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Owners. Such person shall be known (and hereinafter referred to) as a "voting member." Such voting member may be the Owner or one of the group composed of all the Owners of Unit Ownership, or may be some person designated to act as proxy for such Owner(s) and who need not be an Owner. Such designation shall be made in writing to the Board by the Owner or the Owner's duly authorized attorney in fact and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner(s). The proxy shall be invalid after eleven months from the date of its execution, unless otherwise provided in the proxy. If any Unit Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. In the absence of a written designation naming the voting member with respect to any such Unit, any one of multiple Unit Owners of such Unit may cast the votes therefor unless protest by any other of such multiple Unit Owners shall be made promptly to the person presiding over such meeting. In the event of such protest, the votes attributable to such Unit shall not be counted. Where there is more than one Unit 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

UNOFFICIAL COPY

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.

(c) The affirmative vote of not less than two-thirds (2/3) of the total ownership of the Common Elements is required in order to approve any of the following proposed actions: (i) merger or consolidation of the Association; (ii) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the Property and assets of the Association (except that the Board shall have the right to assign its right to future income, including the right to receive assessments for common expenses, in connection with financing repairs, replacements or renovations of the Common Elements); and (iii) the purchase or sale of land or Units on behalf of all Unit Owners.

Section 7. Quorum. A quorum of Unit Owners for any meeting shall be constituted by the presence, in person or by proxy, of twenty percent (20%) of the Unit Owners at any meeting of the Association and shall constitute a quorum unless the Unit Owners holding a majority of the percentage interest in the Association provide for a higher percentage. If a meeting must be adjourned as a result of failure to obtain a quorum the quorum requirement for any subsequent reconvening of such meeting, or subsequent meeting called for the same purpose as such meeting shall be one half of that initially required.

ARTICLE II BOARD OF DIRECTORS

Section 1. Number, Election and Term of Office. The direction and administration of the Property and the affairs of the Association shall be vested in the Board of Directors of the Association, which shall be deemed to be the "Board of Managers" referred to in the Act (and is herein referred to sometimes as the "Board"). The number of directors shall be five (5) directors.

Directors shall be elected at the regular annual meeting of Association members. All voting for directors shall be computed on the basis of one vote per Unit and no in accordance with the percentages of ownership in the Common Elements appurtenant to the Units. Those candidates for election as director who receive the greatest number of votes cast at the meeting shall be elected. Each director elected annual meeting of members shall serve for a term of two years and until his successor shall be elected and qualified. Directors may be elected to succeed themselves but the term of any director shall not exceed two years.

Section 2. Secret Ballot Election. The Association may, upon adoption of the appropriate rules by the Board of Directors, 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 Directors or such candidate's representative shall have the right to be present at the counting of ballots at such election.

UNOFFICIAL COPY

Section 3. Mail-In Ballot Election.

(a) Except as provided in subparagraph (b) in connection with Board elections, a Unit Owner may vote by proxy executed in writing by the Unit Owner or by his duly authorized attorney in fact. The proxy must bear the date of execution and, unless the condominium instruments or the written proxy itself provide otherwise, the proxy is invalid after 11 months from the date of its execution;

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

(c) If a written petition by Unit Owners with at least twenty percent (20%) of the votes of the Association is delivered to the Board within 14 days after the Board's approval of a rule adopted pursuant to subparagraph (B), the Board shall call a meeting of the Unit Owners within 30 days after the date of delivery of the petition. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the rule, the rule is ratified.

Section 4. Board Election Materials

The Board of Directors 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 Directors 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.

UNOFFICIAL COPY

Section 5. Qualification. Each director shall be a Unit Owner, or, if a Unit Owner is a corporation, a director may be an officer of such Unit Owner, or if a Unit Owner is a partnership, a director may be a partner of such Unit Owner, or if a Unit Owner is a trust, a director may be a beneficiary of such Unit Owner and all directors shall reside at the Property. If there are multiple Unit Owners of a single Unit, only one of the multiple Unit Owners shall be eligible to serve as a member of the Board at any one time. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

Section 6. Vacancies.

(a) Except as hereinbelow provided, any vacancy occurring on the Board may be filled by not less than two-thirds vote of the remaining members thereof, and any director so elected to fill a vacancy (an "Interim Director") shall hold office for a term expiring on the date of the next annual meeting of Association members. Notwithstanding the foregoing, if the Board shall receive a petition signed by not less than Unit Owners owning 20% of the votes in the Association requesting a meeting of Association members to fill any such vacancy, the Board shall call a special meeting for such purpose within 30 days of the date of receipt of such petition and, at such special meeting, a successor shall be elected by a majority vote of those members present at such meeting either in person or by proxy to serve as director for the unexpired remainder of the term of the director whom he succeeds.

(b) Notwithstanding anything to the contrary contained in subparagraph 3(a), if an Interim Director is chosen by the Board to fill a vacancy on the Board, and the term of the member of the Board whose vacancy has been so filled would not otherwise have expired until one year after the next annual meeting of members of the Association, then the successor to such Interim Director to be elected at the next annual meeting of members shall be elected for a term of one year only in lieu of two years.

Section 7. Meetings.

(a) The Board shall meet at least four times annually, one of the meetings to be held within ten (10) days following the regular annual meeting of Unit Owners. Written notice stating the date, time and place of regular meetings shall be delivered, either personally or by mail or telegram, to a director at the address given to the Board by said director for such purpose not less than forty-eight (48) hours prior to the date of each such meeting.

(b) Special meetings of the Board shall be held upon a call by the President or by a majority of the directors on not less than forty-eight (48) hours' notice in writing to each director, delivered personally or by mail or telegram at the address given to the Board by said director for such purposes.

UNOFFICIAL COPY

(c) Any director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. A director's attendance at a meeting shall constitute his waiver of notice of said meeting.

(d) Meetings of the Board shall be open to any Owner, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Board and/or Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent; (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses. Any vote on the matters listed in subparagraphs (i), (ii), and (iii) above shall be taken at a Board meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings of the Board required by the Act to be open to any Unit Owner by tape, film or other means; provided, however, that the Board may prescribe reasonable rules and regulations to govern the right of Unit Owners to make such recordings. Except where such meetings concern the adoption of the proposed annual budget or any increase or establishment of an assessment (in which case each Unit Owner shall receive notice in the same manner as provided for membership meetings), notice of each such meeting shall be mailed or delivered to each Unit Owner not less than forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the Unit Owner entitled to such notice before the meeting is convened. With respect to any meeting of the Board where adoption of the Owners shall receive written notice of such meeting not less than ten (10) days and not more than thirty (30) days prior to the date of such meeting, stating the time and place of said meeting and the matters to be considered. Copies of notices of meetings of the Board shall be posted in entranceways, elevators, if any, or other conspicuous places in the Property at least forty-eight (48) hours prior to the meeting of the Board.

Section 8. Removal. Any director may be removed from office for cause by the vote of Unit Owners owning at least two-thirds (2/3) of the total ownership interest in the Common Elements.

Section 9. Compensation. Directors shall receive no compensation for their services.

Section 10. Quorum. A majority of directors shall constitute a quorum.

Section 11. Counting of Votes. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots for such election.

Section 12. Contract Purchasers. 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 Directors 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 Directors and to be elected to and serve on the Board of Directors unless the seller expressly retains in writing

UNOFFICIAL COPY

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).

Section 13. Powers and Duties. The Board shall have the following powers and duties, subject to the provisions of the Declaration:

- (a) to elect and remove the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association and the Property;
- (c) to, at its option, engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve;
- (d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;
- (e) to adopt and amend rules and regulations covering the details of the operation and use of the 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, including, but not limited to, the free exercise of religion, 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;
- (f) to provide for the maintenance, repair, and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or Managing Agent;
- (g) to provide for the designation, hiring and removal of employees and other personnel, accountants and attorneys (including tax attorneys who may be retained as provided in the Act), and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate such powers to the

UNOFFICIAL COPY

manager or managing agent (and any such employees or other personnel who may be the employees of a. managing agent);

(h) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain. duties of the Board;

(i) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;

(j) to settle all disputes between Unit Owners with regard to both Common Elements and Limited Common Elements;

(k) to have access to each Unit from time to time as may be necessary for the maintenance, repair, or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units;

(l) to obtain adequate and appropriate kinds of insurance as provided in the Declaration;

(m) to determine the fiscal year of the Association and to change such fiscal year from time to time as the Board deems advisable;

(n) to keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;

(o) to enter into agreements or arrangements for premises suitable for use as apartments for building personnel, upon such terms as the Board may approve;

(p) to bid for and purchase, for and on behalf of the Association, any Unit, or interest therein, at a sale pursuant to a foreclosure of the lien for Common Expenses under the Act, or an order or direction of a court, or at any other private or public sale, upon the consent or approval of two-thirds of the Unit Owners other than the Unit Owner whose Unit is subject to such sale, provided that such consent shall set for a maximum price that the Board or its duly authorized agent may bid and pay for such Unit;

(q) to make such mortgage arrangements and special assessments proportionately among the Unit Owners, and such other financing arrangements as the Board may deem desirable in order to close and consummate the purchase or lease of a Unit, or interest therein, by the Association; provided, however, that no such financing arrangements shall be secured by an encumbrance on any interest in the Property other than the Unit, or interest therein, to be purchased and the percentage interest in the Common Elements appurtenant thereto;

UNOFFICIAL COPY

- (r) maintain a fidelity or other bond that the Act may require in amounts and covering all persons required by the Act, the cost of which shall be a Common Expense;
- (s) to own, encumber, lease, convey, and otherwise deal with Units conveyed to or purchased by it;
- (t) to act in a representative capacity in relation to matters involving the Common Elements or more than one Unit, on behalf of the Unit Owners, as their interest may appear;
- (u) to obtain loans in the name of the Association for the purpose of providing funds for the repair, replacement and renovation of the Common Elements and to assign future income of the Association including assessments due from Unit Owners as security for repayment thereof;
- (v) 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 in an amount not to exceed \$100 per violation for violation of the Declaration, these By-laws or the rules and regulations of the Association, all in the manner set forth in the Declaration;
- (w) to grant and record easements for installation of cable and associated equipment to companies furnishing pay television service to the Property as permitted by law;
- (x) to exercise all other powers and duties of the Board permitted by law;
- (y) 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;
- (z) 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 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;
- (aa) 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;

UNOFFICIAL COPY

(bb) 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;

(cc) 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 pursuant to the Act, and to distribute the notice to the Unit Owners within 7 days of the acceptance of the service by the Board. The service shall be effective as if each individual Unit Owner had been served individually with notice;

(cd) in the performance of their duties, the officers and members of the Board shall exercise the care required of a fiduciary of the Owners; and

(ee) the Board of Directors 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.

ARTICLE III OFFICERS

Section 1. Designation. At each regular Board meeting following the regular annual meeting of Unit Owners, the directors present at said meeting (provided a quorum is present) shall elect the following officers of the Association by a majority vote:

(a) a President, who shall be a director, and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association;

(b) a Secretary, who shall keep the minutes of all meetings of the Board and of the Unit Owners, and who shall be designated to mail and receive all notices as provided for in the Act, and who shall, in general, perform all the duties incident to the office of Secretary. 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 Directors;

(c) records and books of account and the manner in which records and books are kept and reported;

(d) such additional officers as the Board shall see fit to elect.

UNOFFICIAL COPY

Section 2. Powers. The respective officer shall have the general powers usually vested in such officers, provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Term of Office. Each officer shall hold office for the term of one year until his successor shall have been appointed or elected and qualified. Officers may be elected to succeed themselves.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the members thereof at a special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer whom he succeeds. Any officer may be removed for cause at any time by a majority of the Board at a special meeting thereof.

Section 5. Compensation. The officers shall receive no compensation for their services.

ARTICLE IV ASSESSMENTS

Section 1. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Common Expenses and cash requirements for the year, including salaries, wages, payroll taxes, legal and accounting fees, replacements, landscaping, insurance, power, and all other Common Expenses including reasonable reserves as deemed necessary by the Board. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. A copy of the estimated annual budget for each fiscal year shall be furnished to each Unit Owner at least thirty (30) days prior to its adoption by the Board together with an indication of which portions are intended for capital expenditures or repairs or payment of real estate taxes.

Section 2. Assessments. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the Common Expenses, one-twelfth (1/12) of his proportionate share of the Common Expenses for such year as shown by the annual budget. Except as may be otherwise provided in the Declaration, such proportionate share for each Unit Owner shall be in accordance with his respective ownership interest in the Common Elements as set forth in Exhibit "C" of the Declaration. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Unit Owner shall pay his monthly assessment on or before the first day of each month to the manager or as may be otherwise

UNOFFICIAL COPY

directed by the Board. No Unit Owner shall be relieved of his obligation to pay assessments for Common Expenses by abandoning or not using his Unit, the Common Elements, or the Limited Common Elements. Except as provided in subsection (c) 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 of Directors, 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.

(a) 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 Unit Owners.

(b) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board of Directors without being subject to Unit Owner approval. As used herein, "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

(c) 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.

(d) The Board of Directors may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by items (b) and (c), 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.

Section 3. Partial Year or Month. If any year shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of acceptance by each Unit Owner of a deed of conveyance from Trustee for his Unit, he shall pay his assessment for the following month or fraction of a month, which assessment, except as may be otherwise provided in the Declaration, shall be in proportion to his respective ownership interest in the Common Elements as set forth in Exhibit "C" of the Declaration and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be as computed by the Board.

Section 4. Annual Report. Within ninety (90) days after the end of each fiscal year, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit Owner an itemized accounting of the Common Expenses for the preceding year actually incurred and paid, together with an indication of which portion were for capital expenditures or repairs or

UNOFFICIAL COPY

payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget for the preceding year, and showing the net excess or deficit of income over expenditures plus reserves, if any, and such other information as the Board may deem desirable. Audited financial statements may be obtained by the Board at its option, the cost of which will be a Common Expense.

Section 5. **Supplemental Budget.** In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, or in the event any nonrecurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or non-recurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a separate assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget.

Section 6. **Limit on Expenditures.** Unless contained in the annual budget, and except for items constituting operating expenses, or expenditures for repair, replacement or restoration of existing portions of the Common Elements as permitted under Section 18(a)(8) of the Act, the Board shall not approve any non-recurring single expenditure in excess of Five Thousand (\$5,000.00) Dollars unless required for emergency repair, replacement, protection or operation of the Common Elements, or enter into any contract having a term in excess of two (2) years, without the prior approval of Unit Owners owning two-thirds (2/3) of the total ownership interest in the Common Elements.

Section 7. **Lien.** It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses, in the same ratio as his percentage of ownership in the Common Elements as set forth in Exhibit "C" of the Declaration or as may be otherwise provided in the Declaration, and as assessed in the manner herein provided. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses or any user charges when due, the amount thereof, together with interest at the maximum rate permitted by the laws of the State of Illinois, shall constitute a lien on the interest of such Unit Owner as provided in Section 7.3(a) of the Declaration, and the Act. The Association shall have the right to exercise any and all rights provided for herein and in the Declaration in the event of any failure by a Unit Owner to pay when due his proportionate share of the Common Expenses or user charges.

Section 8. **Records and Statement of Account.** The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the Common Expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

The Board shall, upon receipt of ten (10) days' written notice to it or the Association and upon payment of a reasonable fee, furnish to any Unit Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

UNOFFICIAL COPY

Unit Owners shall be permitted to inspect the financial books and records of the Association at any reasonable time or times and for any proper purpose, within seventy-two (72) hours after receipt by the Association of a written request for examination thereof. No Unit Owner shall be denied such a request to examine the records as provided above.

Section 9. Discharge of Liens. A Unit Owner is not authorized to act in any manner so as to cause any purported mechanic's lien to be asserted against a Common Element. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which, in the opinion of the Board, any constitute alien against the Property or the Common Elements, rather than against a particular Unit only. When less than all the Unit Owners are responsible for the existence or assertion of any such lien, such Unit Owners shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien. Nothing herein shall be deemed an authorization to a Unit Owner to cause any such lien to attach to a Common Element.

Section 10. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such separate assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held, in trust, for the benefit, use and account of all the Unit Owners in the percentages as set forth in Exhibit "C" of the Declaration.

ARTICLE V USE AND OCCUPANCY RESTRICTIONS

Section 1. In addition to any other restrictions and covenants as to the use of the Property provided for in the Declaration, the Property shall be used as follows:

- (a) Each Unit Owner shall maintain his Unit and any Limited Common Elements appurtenant thereto, in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit which may increase the cost or cause the cancellation of insurance or other Units or on the Common Elements or which violates any law, statute or ordinance.
- (b) No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall, in the judgment of the Board, cause unreasonable noise or disturbance to others.
- (c) No Unit Owner or occupant shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible from the outside of his Unit (other than draperies, curtains or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the Board.

UNOFFICIAL COPY

- (d) No animals shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats and other household pets may be kept in Units subject to the rules and regulations of the Board, provided that they are not kept, bred or maintained for a commercial purpose. If any pet, because of noise, barking, damage to the Property or complaints of other Unit Owners, becomes an annoyance, the Board may request the Unit Owner to, and the Unit Owner shall at his own expense, remove such pet from the Property within three (3) days of notice. Pet owners shall be required to curb their pets and to promptly clean up any excrement.
- (e) Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations of the Board.
- (f) Nothing shall be done in any Unit or in, on or to the Common Easements which will impair the structural integrity of any Building or which would structurally change any Building except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in any Building, or operate machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others. No Unit Owner shall overload the floors of any Unit. The use of waterbeds and similar furnishings and equipment which may cause floor overloads shall be subject to Board approval.
- (g) 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 subject to rules and regulations of the Board.
- (h) No industry, business occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise shall be conducted, maintained or permitted in any Unit.
- (i) No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property.
- (j) Except for automobiles, no vehicles, including by way of example and not limitation, trucks, campers, recreational vehicles, vans or boats, shall be parked on Limited Common Element driveways or the Common Elements. Parking spaces located on the Common Elements shall be used for temporary guest parking only and no Unit Owner or other resident of a Unit shall have the right to park in general Common Element parking spaces.
- (k) No fences shall be constructed on the Common Elements.
- (l) No alterations shall be made to the exterior of any Building without the prior written consent of the Board. Any repairs or restoration of the exterior of a Building

UNOFFICIAL COPY

and any alterations to the exterior of Units consented to by the Board shall be in strict architectural conformity as to design, color and materials with the original Building.

(m) Notwithstanding any provision in the Declaration, By-Laws, rules, regulations, or agreements or other instruments of the Association or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on or within the facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located. The Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and the Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located, but the Board may adopt reasonable rules and regulations regarding the location and size of flagpoles. As used herein, "American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component. "Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

ARTICLE VI CONTRACTUAL POWERS

No contract or other transaction between this Association and one or more of its directors or between this Association and any corporation, firm or association in which one or more of the directors of this Association are directors, or are financially interested, shall be void or voidable because such director or directors are present at any meeting of the Board or a committee thereof which authorizes or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exist:

(a) the fact of the common directorship or financial interest is disclosed or known to the Board or Committee and is noted in the minutes, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such director or directors; and

(b) the contract or transaction is just and reasonable to the Association at the time it is authorized or approved.

UNOFFICIAL COPY

Common or interest directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies such a contract or transaction.

The Board of Directors 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.

ARTICLE VII AMENDMENTS

These By-Laws may be amended or modified from time to time by action or approval of Unit Owners owning at least seventy five percent (75%) of the total ownership interest in the Common Elements as set forth in Exhibit "C" of the Declaration.

Such amendments shall become effective upon recording such amendments; provided, however, that no provision in these By-Laws may be amended so as to conflict with the Declaration or the Act.

ARTICLE VIII INDEMNIFICATION

Section 8.1 General. The Association shall indemnify and hold harmless each of the directors, officers, the Board and members of any committee appointed pursuant to the By-Laws, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors, Board, officers or committee members, on behalf of the Unit Owners, or arising out of their status as directors, Board, officers or committee members, unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of the Declaration and the By-Laws. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal administrative or other, in which any such director, officer or committee member may be involved by virtue of such persons being or having been such director, officer or committee member; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer or committee member, or (b) any matter settled or compromised, unless it is determined by the Board, or by a written opinion of independent counsel selected by the Board, that there is not reasonable ground

UNOFFICIAL COPY

for such person being adjudged liable for gross negligence or fraud in the performance of his duties as such director, officer, committee member.

Section 8.2 Success on Merits. To the extent that a member of the Board or an officer of the Association or a member of any committee appointed pursuant to the By-Laws, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 15.1, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 8.3 Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the member of the Board, the officer or the member of such committee to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article XV.

Section 8.4 Insurance. In accordance with the provisions of Section 5.2(b) of the Declaration, the Association may purchase and maintain insurance on behalf of any and all of its directors or officers or former directors or officers or any person who has served at its request or by its election as a director or officer of another corporation against any liability, or settlement based on asserted liability, incurred by them by reason of being or having been directors or a director or officer of the corporation, or of such other corporation, whether or not the corporation would have the power to indemnify them against such liability or settlement under the provisions of this Article XV. 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.

Section 8.5 Other Remedies. The indemnification provided by this Article XV shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of Voting Members of the Association or disinterested members of the Board or otherwise, both as to action in his official capacity and as to action in another capacity, while holding such office. Such right to indemnification shall continue as to a person who has ceased to be a member of the Board or an officer or a member of such committee, and shall inure to the benefit of the heirs, executors and administrators of such a person.

UNOFFICIAL COPY

AFFIDAVIT OF SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, KRISTINA JAROSINS, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of Garibaldi Square on the Park Condominium Association and as such Secretary and keeper of the books and records of said condominium. I further state that the foregoing Amended and Restated Declaration 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 November 15, 2012, 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 Amended and Restated Declaration either was delivered personally to each unit owner at the Association or was sent by regular mail, to each Unit Owner in the Association at the address of the Unit or such other address as the Owner has provided to the Board of 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 Amended and Restated Declaration.

Kristina Jarosins
Secretary of the Garibaldi Square on the Park
Condominium Association

SUBSCRIBED AND SWORN to before me
this 15 day of November, 2012

Doree Bruno
Notary Public

