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## AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR "STONY CREEK CONDOMINIUMS"

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Michael J. Shifrin, Esq.  
Kovitz Shifrin Nesbit  
750 Lake Cook Road, Suite 350  
Buffalo Grove, IL 60089 - (847) 537-0500

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## AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR "STONY CREEK CONDOMINIUMS"

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR "STONY CREEK CONDOMINIUMS" made and entered into on the 1<sup>st</sup> day of January, 2013, by STONY CREEK CONDOMINIUMS ("Association") by and through its duly elected Board of Directors ("Board").

WITNESSETH:

WHEREAS, there has been recorded a certain Declaration of Condominium Ownership and Easements, Restrictions and Covenants for "Stony Creek Condominiums" ("Original Declaration") which was recorded on December 9, 1974 as Document No. 22923870 in the Office of the Recorder of Deeds of Cook County, Illinois against the property commonly known as Stony Creek Condominium Association ("Association") as more fully described in the legal description attached hereto as Exhibit A; and

WHEREAS, it is the desire and intention of the Association to enable said real estate described in Exhibit A, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind the eon, and all rights and privileges belonging or in anyway pertaining thereto to be held by the Association and by each successor in interest of the Association, under that certain type of ownership commonly known as "Condominium," and to submit the property to the provisions of the "Condominium Property Act" of the State of Illinois; and

WHEREAS, the Association is further desirous of establishing for its own benefit and for the mutual benefit of all future owners or occupants of the Condominium Area (said term being more fully defined in Article I – Definitions), which shall be known as "Stony Creek Condominiums", certain easements and rights in, over and upon said premises and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the Association desires and intends that the several owners, mortgagees, occupants, and other persons hereafter acquiring any interest in said development shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and preserve the co-operative aspect of ownership and to facilitate the proper administration of such development, and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

WHEREAS, no less than two-thirds (2/3) of the Board of Directors has approved of the Amended and Restated Declaration at a meeting held on Jan. 24<sup>th</sup>, 2013 pursuant to section 27(b) of the Illinois Condominium Property Act (as defined below). Further, a copy

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of this Amended and Restated Declaration has been mailed by certified mail to all lienholders of record.

NOW THEREFORE, the Association as titleholder of the real estate hereinafter described, and for the purposes set forth above, DECLARES AS FOLLOWS:

## ARTICLE I

### DEFINITIONS

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

“Act” shall mean and refer to the Illinois “Condominium Property Act” as amended from time to time, within the State of Illinois.

“Buildings” shall mean the buildings located in the Condominium Area and containing the Units, as shown on the Plat of Survey.

“Common Area” shall mean all that portion of the Common Elements that have been designed as recreational areas on Exhibit B.

“Common Elements” shall mean all portions of the Condominium Area except the Units. The undivided interest in the common elements hereby established and which shall be conveyed with each respective unit as set forth in Exhibit C attached hereto.

“Common Expenses” shall mean the proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board of Managers of the Condominium Association.

“Condominium Area (C/A)” shall mean all the land, property, and space in that parcel of real property described in Exhibit A, all improvements and structures erected, constructed or contained therein or thereon, including the buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit and enjoyment of the unit owners. The C/A is the first parcel (containing multi-family structures of 3 units each) submitted to the condominium plan that is legally described in Exhibit “A”. The C/A is used interchangeably with the word “Property” throughout this Declaration.

“Condominium Association” shall mean the Stony Creek Condominium Association, acting pursuant to its Declaration and Bylaws through its duly elected Board of Directors.

“Condominium Instruments” shall mean all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including, but not limited to, the Declaration, Bylaws and Plat.

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“Declaration” shall mean this Amended and Restated Declaration, as hereinafter provided, and any amendments hereto from time to time.

“Development Area (D/A) shall mean the fee simple ownership of the Association in the real estate described in Exhibit D. The Development Area includes the Condominium Area and other parcels of real property.

“Garage Area” shall mean areas as designated on Exhibit B attached.

“Limited Common Elements” shall mean a portion of the Common Elements so designated in the declaration as being reserved for the use of a certain unit or units to the exclusion of other units, including but not limited to balconies, terraces, patios and parking spaces or facilities.

“Majority” or “Majority of the Unit Owners” shall mean the owners of more than 50% in the aggregate in interest of the undivided ownership of the common elements. Any specified percentage of the unit owners means such percentage in the aggregate in interest of such undivided ownership. “Majority” or “majority of the members of the board of managers” means more than 50% of the total number of persons constituting such board pursuant to the bylaws. Any specified percentage of the members of the board of managers means that percentage of the total number of persons constituting such board pursuant to the bylaws.

“Occupant” shall mean a person, or persons, other than a unit owner, in possession.

“Owner” shall mean the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit.

“Person” shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

“Unit” shall mean a part of the Condominium Area including one or more rooms, occupying one or more floors or a part of parts thereof, designed and intended for a single family dwelling, for a garage for one automobile, and having lawful access to a public way. The individual units are described on Exhibit B attached hereto.

“Unit Ownership” shall mean a part of the C/A consisting of one unit and the undivided interest in the Common Elements appurtenant thereto.

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## ARTICLE II

### UNITS

**Section 2.01. Description.** All units in the buildings located in the Condominium Area described above are delineated on the surveys attached hereto as Exhibit A and made a part of this Declaration and are legally described as follows:

Units 1-A, 1-B, 1-C, 2-A, 2-B, 2-C, 3-A, 3-B, 3-C, 4-A, 4-B, 4-C, 5-A, 5-B, 5-C, 6-A, 6-B, 6-C, 7-A, 7-B, 7-C, 8-A, 8-B, 8-C, 9-A, 9-B, 9-C, 10-A, 10-B, 10-C, 11-A, 11-B, 11-C, 12-A, 12-B, 12-C, 13-A, 13-B, 13-C, 14-A, 14-B, 14-C, 15-A, 15-B, 15-C, 16-A, 16-B, 16-C, 17-A, 17-B, 17-C, 18-A, 18-B, 18-C, 19-A, 19-B, 19-C, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 22-A, 22-B, 22-C, 23-A, 23-B, 23-C, 24-A, 24-B, 24-C, 25-A, 25-B, 25-C, 26-A, 26-B, 26-C, 27-A, 27-B, 27-C, 28-A, 28-B, 28-C, 29-A, 29-B, 29-C, 30-A, 30-B, 30-C, 31-A, 31-B, 31-C, 32-A, 32-B, 32-C, 33-A, 33-B, 33-C, in STONY CREEK CONDOMINIUM as delineated on survey of a part of the West 9.2433 acres of the East 10 acres of the West 28.34 acres lying South of the Calumet Feeder of the South East Quarter of Section 14, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois (hereinafter referred to as "Parcel") which survey is attached as Exhibit A to the Declaration of Condominium made by the Melrose Park National Bank as Trustee under No. 1467 recorded in the Office of the Recorder of Deeds, Cook County, Illinois as Document No. 22923870 as amended from time to time; together with its undivided percentage interest in said Parcel (excepting from said Parcel, all the property and space comprising all the units thereof as defined and set forth in said Declaration and survey) which percentage shall automatically change in accordance with Amendments as same are filed of record pursuant to said Declaration, and together with additional common elements as such Amendments are filed of record, in the percentages set forth in such Amendments, which percentages shall automatically be deemed to be conveyed effective on the recording of each such Amendment as though conveyed hereby.

It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof in Exhibit "A". Whenever in this Declaration the term "survey", "surveys" or Exhibit "A" appears, it shall be deemed to include such amended survey or surveys as shall hereafter be recorded pursuant to Article V of this Declaration.

No owner shall own any pipes, wires, conduits, public utility lines or structured components running through his unit and serving more than his unit except as a tenant in common with all other owners.



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## ARTICLE III

### COMMON ELEMENTS

**Section 3.01. Description.** Except as provided in Article II, the Common Elements shall consist of the property as defined herein, excepting therefrom the property and space constituting all the units as hereinabove described and shall include by way of illustration but not by way of limitation, the land, roofs, community facilities, landscaping, trees, pavement, sidewalks, private streets, street lights and signs, parking areas other than garage areas, pipes, wires, conduits, ducts, or other common utility lines, such component parts of walls, floors and ceilings as are not located within the units, and all equipment and fixtures thereon.

**Section 3.02. Ownership of Common Elements.** Each owner shall own an undivided interest in the Common Elements as a tenant in common with all the other owners of the property and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his unit as a place of residence or a garage, as the case may be, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. The amount of such ownership shall be expressed in terms of a percentage, and once determined cannot be changed, except as hereinafter provided, and the Association, its successors and assigns, and grantees covenant and agree that the undivided interests in the Common Elements and the fee titles to the respective units conveyed therewith shall not be separated or separately conveyed, and each said undivided interest shall be deemed to be conveyed or encumbered with its respective unit even though the description in the instrument of conveyance or encumbrance may refer to the fee title to the unit. The Developer has determined each unit's (in the initial buildings submitted under this Declaration) corresponding percentage of ownership in the Common Elements, and said percentage of ownership for each unit is set out in Exhibit C attached hereto.

**Section 3.03. Use of the Common Elements.** There shall be no partition of the common elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any unit ownership shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said unit ownership as between such co-owners.

**Section 3.04. Designated Areas.** There are designated certain areas of land (the common areas) in the Development Area as recreational areas intended for use by Owners in the development for recreational and other related activities. The designated areas are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of Unit Owners in Stony Creek Condominiums.

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**Section 3.05. Limited Common Elements.** The limited common elements are as defined in Article I and include specifically, but not by way of limitation, balconies or patios, any individual heating or air conditioning equipment, slabs, foundations, footings, doors, vestibules, windows and entryways, all associated fixtures and structures therein as lie outside the unit boundaries. The maintenance, repair, restoration or reconstruction of limited common elements is the responsibility of the owner of the unit served by the limited common elements. The Board of Managers may maintain, repair, restore or reconstruct the limited common elements if such maintenance, repair, restoration or reconstruction is necessary, in the discretion of the Board to protect the common elements, or any other portion of the building, and an owner of any unit has failed or refused to perform said maintenance, repair, restoration or reconstruction within a reasonable time after written notice of the necessity of said maintenance, repair, restoration or reconstruction delivered by the Board to said Unit Owner, provided that the Board shall levy a special assessment against such owner for the cost of said maintenance, repair, restoration or reconstruction. The Board as hereinafter defined may from time to time designate other portions of the common elements as limited common elements.

## ARTICLE IV

### GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

**Section 4.01. Submission of Property to Provisions of Act.** The Association does hereby submit the property to the provisions of the "Condominium Property Act" of the State of Illinois.

**Section 4.02. No Severance of Ownership.** In the event that, by reason of the construction, settlement or shifting of the buildings, any part of the common elements encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements or any other unit, or, if by reason of the design or construction of any unit, it shall be necessary or advantageous to an owner to use or occupy any portion of the common elements for any reasonable use appurtenant to said unit, which will not unreasonably interfere with the use or enjoyment of the common elements by other unit owners or, if by reason of the design or construction of utility and ventilation systems, any main pipes, ducts or conduits serving more than one unit encroach or shall hereafter encroach upon any part of any unit, valid easements for the maintenance of such encroachment and for such use of the common elements are hereby established and shall exist for the benefit of such unit and the common elements, as the case may be, so long as all or any part of the building shall remain standing, provided, however, that in no event shall a valid easement for any encroachment or use of the common elements be created in favor of any owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the property by the other owners and if it occurred due to the wilful conduct of any owner.

**Section 4.03. Encroachment and Utility Easements.** The Illinois Bell Telephone Company, Commonwealth Edison Company and all other public utilities serving

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the Condominium Area are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, including housings for such equipment, into, over, under, along and through the common elements for the purpose of providing utility services to the Condominium Area, together with the reasonable right of ingress to and egress from the Condominium Area for said purpose. The Board may hereafter grant other or additional easements for utility purposes for the benefit of the Condominium Area over, under, along and on any portion of said common elements, and each unit owner hereby grants the Board an irrevocable Power of Attorney to execute, acknowledge and record or register for and in the name of such unit owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a unit, whether or not such walls lie in whole or in part within the unit boundaries.

**Section 4.04. Balconies and Patios.** A valid exclusive easement is hereby declared and established for the benefit of each unit and its owner, consisting of the right to use and occupy the patio or balcony adjoining the unit; provided, however, that no owner shall decorate, landscape or adorn such patio or balcony in any manner contrary to such rules and regulations as may be established by the Board of Managers of the Association as hereinafter provided, unless he shall first obtain the written consent of said Board of Association so to do. Each unit owner shall be responsible for repair, maintenance and appearance of said balconies and patios.

**Section 4.05. Easements and Rights to Run with the Land.** All easements and rights described herein are easements appurtenant, running with the land perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee, and other person having an interest in said property or any part or portion thereof.

**Section 4.06. Use of Common Elements.** Each unit owner shall have the right to use the common elements (except the limited common elements) and the common areas in common with all other unit owners, as may be required for the purpose of access and ingress and egress to and use and occupancy and enjoyment of the respective unit owned by such unit owner. Such right to use the common elements and common areas shall extend to each unit owner and the agents, servants, tenants, family members, and invitees of each unit owner. Each unit owner shall have the right to the exclusive use and possession of the limited common elements serving exclusively his unit. Such rights to use and possess the common elements, including the limited common elements and common areas shall be subject to and governed by the provisions of the Act and of this Declaration and the By-laws herein and the rules and regulations of the Board. The Board shall have the exclusive authority from time to time to adopt or amend administrative rules and regulations governing the use, occupancy, and control of the common elements and common areas.

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Section 4.07. Storage Areas. Any storage area in the buildings outside of the respective unit shall be part of the common elements, and the exclusive use and possession of such area shall be allocated among the respective owners in such manner and subject to such rules and regulations as the Board may prescribe. Each owner shall be responsible for his personal property in the storage area. Neither the Board of Managers nor the Association shall be considered the bailee of such personal property, nor shall either be responsible for any loss or damage thereto whether or not due to the negligence of the Board of Managers and/or the Association.

Section 4.08. Parking Spaces. The use of all parking spaces shall be subject to the terms of this Declaration and such rules and regulations as the Board may adopt. Each unit owner shall be responsible for his automobile and other personal property stored in the garage areas. Neither the Board of Managers nor the Association shall be considered the bailee of such automobile or personal property, nor shall either be responsible for any loss or damage thereto whether or not due to the negligence of the Board and/or the Association.

Section 4.09. Deeds of Conveyance. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as completely as though such easements and rights were set forth fully in such documents.

Section 4.10. Mortgages and Encumbrances. Each unit owner, shall have the right, subject to provisions herein, to make a separate mortgage or encumbrance on his respective unit, together with his respective ownership interest in the common elements. No unit owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the condominium Area or any part thereof except only to the extent of his unit and his respective ownership interest in the common elements.

Section 4.11. Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each unit owner for his unit and his corresponding percentage of ownership in the common elements as provided in the Act. In the event that for any year such taxes are not separately taxed to each unit owner, but are taxed on the Condominium Area as a whole, then each unit owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the common elements. The Board shall determine the amount due and notify each unit owner as to this amount due for the real estate tax.

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## ARTICLE V

### ADMINISTRATION

Section 5.01. **Board of Managers.** The direction and administration of the Condominium Area shall be vested in a Board of Managers (hereinafter referred to as the "Board") consisting of five (5) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the unit owners, provided however, that in the event a unit owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

Section 5.02. **Voting Members.** There shall be one person with respect to each unit ownership who will be entitled to vote at any meeting of the unit owners. Such person shall be known as the "voting member". Such voting member may be some person designated by such owner or owners to act as a proxy on his or their behalf and who need not be an owner. Such designation shall be made in writing to the Board and shall be revocable at any time actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the owner or owners so designating. Any or all of such owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be one hundred (100), and each owner or group of owners shall be entitled to a number of votes equal to the total of the percentage of ownership in the common area applicable to his or their unit ownership arrived at as set forth in Exhibit C (to include any Amendments recorded pursuant thereto).

Section 5.03. **Quorum.** The presence at any meeting of at least 20% of all unit owners shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which meeting a quorum is present, upon affirmative vote of the voting members having a majority of the total votes present at such meeting.

Section 5.04. **Annual Meeting.** There shall be an annual meeting of the voting members on the second Wednesday of February and on the second Wednesday of February of each succeeding year thereafter, at 7:30 P.M., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten (10) nor more than thirty (30) days prior to the date fixed for said meeting. Meetings of the voting members shall be held at the property or at such other place in Cook County, Illinois, as may be designated in any notice of a meeting.

Section 5.05. **Special Membership Meetings.** Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for

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any other reasonable purpose. Said meeting shall be called by written notice, authorized by the President, a majority of the Board or by at least 20% of the unit owners and shall be delivered not less than ten (10) nor more than thirty (30) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting and the matters to be considered.

**Section 5.06. Meeting Notice.** Notices of meetings required to be given herein may be delivered either personally or by mail to persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or the unit of the owner with respect to which such voting right appertains, if no address has been given to the Board.

**Section 5.07. Board Terms, Compensation and Vacancies.** At the initial meeting voting members by a majority of the total vote present, shall elect a five person Board. Members of the Board elected at the initial meeting shall serve, until the first annual meeting, at which time their successors will be elected. Three members of the Board shall constitute a quorum for the purpose of conducting business. Members of the Board shall receive no compensation for their services unless expressly allowed by the Board at the direction of the voting members having three-quarters (3/4) of the total votes. Vacancies on the Board may be filled by 2/3 vote of the remaining Board members until the next annual meeting of unit owners or for a period terminating no later than 30 days following the filing of a petition signed by unit owners holding 20% of the votes of the association requesting a meeting of the unit owners to fill the vacancy for the balance of the term, and that a meeting of the unit owners shall be called for purposes of filling a vacancy on the board no later than 30 days following the filing of a petition signed by unit owners holding 20% of the votes of the association requesting such a meeting, and the method of filling vacancies among the officers that shall include the authority for the members of the board to fill the vacancy for the unexpired portion of the term. Except as otherwise provided in this Declaration, the property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. The meetings of the Board may be called, held and conducted in accord with such regulations as the Board may adopt.

**Section 5.08. Officer Positions.** The Board shall elect from its members the following officers:

- a. a President who shall preside over the meetings of the Board and of unit owners, and who shall be the chief executive officer of the Board;
- b. a Vice President who shall, in the absence or disability of the President, perform the duties and exercise the powers of the President;
- c. a Secretary, who shall keep the minutes of all meetings of the Board and of the unit owners and who shall, in general, perform all the duties incident to the office of Secretary;

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- d. a Treasurer, who shall keep the financial records and books of accounts; and
- e. such an additional officer, as the Board shall see fit to elect.

The respective officers 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.

Each officer shall hold office for the term of two years and until his successor shall have been elected and qualified. Beginning with the election of March 1990, three officers shall be elected to office for a term of two years. In March 1991, two officers shall be elected to office for a term of two years. Elections will then be held annually in March, alternating with the election of three and two officers.

Vacancies in any office shall be filled by the Board at special meetings thereof. Any officer may be removed at any time by the Board at a special meeting thereof.

The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the unit owners.

**Section 5.09. Board Member Removal.** Any Board member may be removed from office by the affirmative vote of the voting members having at least two-thirds (2/3) of the total votes, at any special meeting called for that purpose. The successor of any removed Board member may be elected by the majority vote of the voting members at the same special meeting or at any subsequent meeting called for that purpose.

**Section 5.10. Board Liability.** The members of the Board of Managers shall not be personally liable to the unit owners or others for any mistake of judgment, or for any acts or omissions made in good faith as such Board members or acting as the Board. The unit owners shall indemnify and hold harmless each of the members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the unit owners unless any such contract shall have been made in bad faith or contrary to the provisions in this Declaration. It is also intended that the liability of any unit owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his percentage interest in the common elements bears to the total percentage interest of all the unit owners in the common elements. Every agreement made by the Board of Managers or by the managing agent on behalf of the unit owners shall provide that the members of the Board of Managers or the managing agent, as the case may be, are acting only as agents for the unit owners and shall have no personal liability thereunder (except as unit owners) and that each unit owner's liability thereunder shall be limited to that percentage of the total liability thereunder equal to his percentage of ownership in the common elements.

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Section 5.11. **Board Duties and Obligations.** The Board for the benefit of all the owners, shall provide and shall pay for out of the maintenance fund hereinafter provided for, the following:

- a. Water, waste removal, electricity, gas, telephone, professional management fees, and other necessary utility service for the common elements and if not separately metered or charged, for the units. Each unit owner shall pay the cost of all utilities separately metered for his unit.
- b. Landscaping, gardening, snow removal, painting, cleaning, touchpointing, maintenance, decorating, repair and replacement of the common elements (but not including the interior surfaces of the units and of the hallway and balcony doors appurtenant thereto, the windows appurtenant to the units or the balcony doors appurtenant thereto, the windows appurtenant to the units or the individual heating and air-conditioning equipment that service only one unit, including, without limitation, individual control and air distribution devices and interconnecting lines, whether located in the unit or in the common elements adjoining each unit, all of which the respective owners shall, at their sole cost and expense, paint, clean, decorate, maintain, repair and replace) and such furnishings and equipment for the common elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the common elements.
- c. Any other materials, supplies, equipment, furniture, labor, services, maintenance, repairs, insurance, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the property as a first class Condominium Development or for the enforcement of these restrictions.
- d. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire property or any part thereof which may in the opinion of the Board constitute a lien against the property or against common elements, rather than merely against the interests therein of particular owners. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specifically assessed to said owners.
- e. Maintenance and repair of any unit or the heating or air-conditioning units servicing that unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the common elements, or any other portion of the building, and an owner or any unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said owner, provided that the Board shall levy a special assessment against such owner for the cost of said maintenance or repair.



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- f. The Board or its agent upon reasonable notice or, in the case of an emergency, without notice, may enter any unit when necessary in connection with any maintenance or construction for which the Board is responsible. The Board or its agent may likewise enter any balcony or patio for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.
- g. The Board shall have no authority to (1) acquire and pay for out of the maintenance fund any capital addition or improvement (other than for purposes of repairing, replacing or restoring existing portions of the common elements) having a total cost in excess of Five Thousand Dollars (\$5,000.00), and (2) authorize any structural alterations, capital additions to, or capital improvements of the common elements requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00), without, in each case, securing the prior approval of the voting members holding two-thirds (2/3) of the total votes.
- h. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and, in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President of the Board.
- i. The Board, by majority vote, and without approval from any of the voting members may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Condominium Area and for the health, comfort, safety and general welfare of the owners and occupants of the Condominium Area, so long as said rules and regulations do not 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 Condo Act or the condominium instruments. No rule or regulation shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a condominium unit. Written notice of such rules and regulations shall be given to all owners and the entire Condominium Area shall at all times be maintained subject to such rules and regulations.
- j. The Board may engage the services of an agent to manage the Condominium Area to the extent deemed advisable by the Board and upon such terms and for such compensation, and with such authority as the Board may approve.
- k. The Board may, upon the authorization by a two-thirds (2/3) vote of the members of the Board, seek relief on behalf of all unit owners from or in connection with the assessment or levy of any real property taxes, special

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assessments, special taxes or charges of the State of Illinois, or of any political subdivision thereof, or other lawful taxing or assessing body, and to charge and collect all expenses incurred in connection therewith as common expenses.

l. The Board shall annually supply to all unit owners an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves.

m. The Board may elect to have the cost of any or all of the goods and services described in sub-sections (a) and (l) above, assessed specially to each owner in proportion to its use of or benefit from such goods and services.

## ARTICLE VI

### INSURANCE

Section 6.01. Insurance. The Board of Managers shall obtain the following insurance:

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

b. **General Liability Insurance.** Commercial general liability insurance against claims and liabilities arising in connection with the Ownership, existence, use, or management of the property in a minimum amount of \$1,000,000 or a greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the management agent (if any), and their respective employees and agents and all persons acting as agents. The Unit Owners must be included as additional insured parties, but only for claims and liabilities arising in connection with the Ownership, existence, use or management of the Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.

c. **Fidelity Bond; Directors and Officers Coverage.**

(i) The Association must obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of

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

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

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

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

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

f. **Insured Parties; Waiver of Subrogation.** Insurance policies carried pursuant to subsections (a) and (b) must include each of the following provisions.

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

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

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

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

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

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

**Section 6.02. Appraisal.** The full, insurable replacement cost of the property, including the units and common elements, shall be determined from time to time (but not less frequently than once in any twelve month period) by the Board. The Board shall have the authority to obtain an appraisal by a reputable appraisal company as selected by the Board. The cost of such appraisal shall be common expenses.

**Section 6.03. Workmen's Compensation and Other Insurance.** The Board of Managers shall acquire, as a common expense, workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board, in its judgment, shall elect to obtain, including, but not limited to, insurance for the Association, its officers and manager against liability from good faith actions allegedly beyond the scope of their authority.

The Board of Managers shall obtain and maintain fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage available to protect funds in custody or control of the Association plus the Association

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reserve funds. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage available to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and a management company. The Association shall be the direct obligee of any such fidelity bond. A management company holding reserve funds of an Association shall at all times maintain a separate account for each Association, provided, however, that for investment purposes, the Board of Managers of an Association may authorize a management company to maintain the Association's reserve funds in a single interest bearing account with similar funds of other Associations. The management company shall at all times maintain records identifying all monies of each Association in such operating account. Such operating and reserve funds held by the management company for the Association shall not be subject to the attachment by any creditor of the management company.

For the purpose of this subsection, a management company shall be defined as a person, partnership, corporation or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for a unit owner, unit owners or Association of unit owners for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day to day operation and management of the property. For purposes of this subsection, the term "fiduciary insurance coverage" shall be defined as both a fidelity bond and directors and officers liability coverage, the fidelity bond in the full amount of Association funds and Association reserves that will be in the custody of the Association, and the Directors and Officers liability coverage at a level as shall be determined to be reasonable by the Board of Managers, if not otherwise established by the Declaration and Bylaws.

**Section 6.04. Waiver.** Each unit owner hereby waives and releases any and all claims which he may have against any other unit owner, the Association, the Homeowners' Association, its officers, Members of the Board, and the Board of Directors of the Homeowners' Association, the declarant, the managing agent of the building, if any, and their respective employees and agents, for damage to the common elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

**Section 6.05. Notice.** The Board of Managers shall notify insured persons concerning the cancellation of insurance obtained pursuant to the terms of this Article.

## ARTICLE VII

### ASSESSMENT – MAINTENANCE FUND

**Section 7.01. Annual Budget.** Each year on or before December 1<sup>st</sup>, the board of managers shall prepare and distribute to all unit owners a detailed proposed annual budget, setting forth with particularity all anticipated common expenses by category as well as all anticipated assessments and other income. The initial budget and common expense

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assessment based thereon shall be adopted prior to the conveyance of any unit. The budget shall also set forth each unit owner's proposed common expense assessment, which shall be based upon the unit owner's proportionate share of ownership in the common elements.

**Section 7.02. Reserves.** All budgets adopted by the board shall provide for reasonable reserves for capital expenditures and deferred maintenance for repair or replacement of the common elements. To determine the amount of reserves appropriate, the board of managers shall take into consideration the following: (i) the repair and replacement cost, and the estimated useful life, of the property which the association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the buildings and common elements, and energy systems and equipment; (ii) the current and anticipated return on investment of association funds; (iii) any independent professional reserve study which the association may obtain; (iv) the financial impact on unit owners; and (v) the ability of the association to obtain financing or refinancing. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If the budget proves inadequate for any reason, including non-payment of any owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the owners according to each owner's percentage ownership in the common elements. The Board shall serve notice of such further assessment on all owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after delivery or mailing of such notice of further assessment. All owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

**Section 7.03. Initial Budget.** When the first Board elected hereunder takes office, it shall determine the initial budget for the period commencing thirty (30) days after said election and ending on December 31<sup>st</sup> of the calendar year in which said election occurs. Assessments shall be levied against the owners during said period as provided in Section 7.01 of this Article VII.

**Section 7.04. Budgetary Obligation.** The failure or delay of the Board to prepare or serve the annual or adjusted budget to the owners shall not constitute a waiver or release in any manner of such owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, the owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period. The monthly maintenance payment based on the new annual or adjusted budget shall be due on the first day of the month following the month in which such new annual or adjusted budget shall have been mailed or delivered.

**Section 7.05. Books and Records.** The Board shall keep full and correct books and records of account in chronological order of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred, for the 10 immediately preceding fiscal years. Such records and the vouchers authorizing the payments shall be available for

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

**Section 7.06. Collection of Funds.** All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the owners in the percentages set forth in Exhibit C (including any amendments thereto).

**Section 7.07. Lien on Unit.** If any unit owner shall fail or refuse to make any payment of the common expenses or the amount of any unpaid fine when due, the amount thereof together with any interest, late charges, reasonable attorney fees incurred enforcing the covenants of the condominium instruments, rules and regulations of the board of managers, or any applicable statute or ordinance, and costs of collections shall constitute a lien on the interest of the unit owner in the property prior to all other liens and encumbrances, recorded or unrecorded, except only (a) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this State and other State or federal taxes which by law are a lien on the interest of the unit owner prior to preexisting recorded encumbrances thereon and (b) encumbrances on the interest of the unit owner recorded prior to the date of such failure or refusal which by law would be a lien thereon prior to subsequently recorded encumbrances. Any action brought to extinguish the lien of the association shall include the association as a party.

**Section 7.08. Forcible Entry and Detainer.** When a unit owner has failed or refused to pay when due his proportionate share of the expenses of administration, maintenance and repair of the common elements of the Condominium Area, or of any other expenses lawfully agreed upon, the Board of Managers, or its agents, on behalf of all unit owners, shall have the right to possession of the unit in compliance with the requirements of the Illinois Forcible Entry and Detainer Act. Notice to a unit owner in default that a proceeding under the above-mentioned Act is to be instituted shall be given to such unit owner at least thirty (30) days prior to the institution of such proceeding. The amount claimed from such unit in default shall be set forth in any demand for possession.

**Section 7.09. Joint Liability.** In a voluntary conveyance of a unit, the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Board against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

**Section 7.10. Amendments.** Amendments to this Article VII shall only be effective upon unanimous written consent of the owners, and their mortgagees. No owner

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may waive or otherwise escape liability for the assessments provided herein by nonuser of the common elements or abandonment of his or her unit.

## ARTICLE VIII

### COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

Section 8.01. Use and Occupancy. The units and common elements shall be occupied and used as follows:

- a. **General Use.** No part of the property shall be used for more than housing related common purposes for which the property was designed. Each unit shall be used as a residence for a single family and no other purpose.
- b. **Obstruction of Common Elements.** There shall be no obstruction of the common elements, and they shall be kept free and clear of rubbish, debris and other unsightly materials. No clothes, sheets, blankets, laundry or any kind or other articles shall be hung out or exposed on any part of the common areas.
- c. **Prohibited Use.** There shall be nothing stored in the common elements except those areas, if any, specifically designated for storage. Nothing herein contained shall prevent or preclude any unit owner from using any limited common elements serving his unit exclusively.
- d. **Insurance.** Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance on the buildings contents thereof, applicable for residential use, without the prior written consent of the Board. No owner shall permit anything to be done in his unit or in the common elements which will result in the cancellation of insurance on the buildings or contents thereof, or which would be a violation of any law. No waste shall be committed in the common elements.
- e. **Exterior Attachments.** Owners shall not cause or permit anything to be hung or displayed on the outside of windows or in the common elements or placed on the outside walls of the buildings. No sign, awning, canopy, shades, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board. The use of and the covering of the interior surfaces of glassdoors or windows, whether by draperies, shades, or other items visible on the exterior of the building, shall be subject to the rules and regulation of the Board.
- f. **Nuisances.** No noxious or offensive activity shall be carried on in any of the common elements, nor shall anything be done therein, either fully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants.



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g. **Structural Alterations.** Nothing shall be done in any unit or in, on or to the common elements which will impair the structural integrity of the buildings or which structurally change the buildings except as is otherwise provided herein.

h. **Common Element Alterations.** Nothing shall be altered or constructed in or removed from common elements, except upon written consent of the Board. Any unit owner may make alterations, additions or improvements within his unit without the prior written approval of the Board, but in any event, such unit owner shall be responsible for any damage to other units, the common elements, or the Condominium Area as a result of such alterations, or improvements.

i. **Garage.** That part of the property identified as garage area and access thereto, as well as other black top areas shall be used by the respective owners for parking purposes according to such rules and regulations as the Board may determine.

j. **Unit Maintenance.** Each owner shall be obligated to keep his unit in good order and repair.

k. **Unit Owner Insurance.** Each owner shall be responsible for his own insurance on his personal property in his own unit, his personal property stored elsewhere on the property and his personal liability to the extent not covered by the liability insurance for all the owners obtained by the Board as hereinbefore provided.

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

m. **Business.** No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted in any unit.

n. **"For Sale" and "For Rent" Signs.** No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the property.

o. **Personal Library.** The unit restrictions in paragraphs (a) and (m) of this Article VIII shall not, however, be construed in such a manner as to prohibit an owner from (a) maintaining his personal professional library therein; (b) keeping his personal business records or accounts therein; or (c) handling his personal or professional telephone calls or correspondence therefrom. Such uses are expressly

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declared customarily incident to the principal residential use and not in violation of paragraphs (a) or (m) of this Article VIII.

p. **Flags.** Unit Owners shall not be prohibited from displaying American Flags and Military Flags on their Unit or the Common Elements immediately adjacent to their unit subject to the Rules and Regulations of the Board. An American Flag shall be defined as a flag made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. An American Flag shall not include a depiction or emblem of the American flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

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

q. **Disabilities.** Until determined by Federal or state legislation, administrative agency or court of law, the Common Area shall not be subject to the public facility regulations of the Americans With Disabilities Act. In order to conform to the Fair Housing Amendments Act of 1988, any Owner or Resident may make reasonable modification to his Home's Exterior or Lot, subject to the following:

a. All requests for modification to the Home's Exterior and Lot must be in writing per Association Property Improvement Proposal guidelines.

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

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

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

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

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## ARTICLE IX

### SALE OR OTHER ALIENATION

Section 9.01. **Release.** Upon the written consent of all the Board members, any option contained in this Article IX may be released or waived and the unit ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed or assigned free and clear of the provisions of this Article.

Section 9.02. **Board Certificate.** A certificate executed and acknowledged by the acting secretary of the Board stating that the provisions of this Article IX as hereinabove set forth have been met by an owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner or lessee who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00).

Section 9.03. **Unit Ownership Acquisition.** Acquisition of unit ownership or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each owner in the ratio that his percentage of ownership in the common elements as set forth in Exhibit C (to include such changes in percentage of ownership as might be reflected by any subsequent Amendments with their accompanying amended Exhibit C) hereof bears to the total of all such percentages applicable to units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in Section 7.07.

Section 9.04. **Board Borrowing Authority.** The Board, in its discretion, may borrow money to finance the acquisition of any unit ownership or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the property other than the unit ownership or interest therein to be acquired.

Section 9.05. **Unit Sales.** Unit ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the members of the Board and their successors in office, or such nominee as they shall designate for the benefit of all the owners. Said unit ownerships or interests therein shall be sold by the members of the Board for the benefit of the owners. All proceeds of such sale shall be deposited in the maintenance fund and credited to each owner in the same proportion in which the Board could levy a special assessment under the terms of this Article IX.

Section 9.06. **Unit Purchase.** The members of the Board or their duly authorized representatives, acting on behalf of the other unit owners, may bid to purchase at any sale of a unit ownership or interest therein, which said sale is held pursuant to an order of direction of a court, upon the prior unanimous written consent of the voting members whose units are not subject to the sale, which said consent shall set forth a maximum price which the

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members of the Board or their duly authorized representatives are authorized to bid and pay for said unit or interest therein.

## ARTICLE X

### DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

Section 10.01. **Unit Insurance Claims.** In the event the improvements forming a part of the property, or any portion thereof, including any unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration, then such repair, restoration, or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board to the payee of such insurance proceeds in payment therefor; provided, however, that in the event, within thirty (30) days after said damage or destruction, the unit owners elect either to sell the property as hereinafter provided in Article XI or to withdraw the property from the provisions of this Declaration, and from the provisions of the "Condominium Property Act" as therein provided, then such repair, restoration, or reconstruction shall not be undertaken; and the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all owners according to each owner's percentage of ownership in the common elements as set forth in Exhibit C (including any Amendments thereto), after first paying out of the share of each owner, the amount of any unpaid liens on his or her unit, in the order of the priority of such liens.

Section 10.02. **Insufficient Insurance.** In the event the property, or the improvements thereon so damaged, is not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the unit owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within the one hundred and eighty (180) days after said damage or destruction, then the provisions of the "Condominium Property Act" in such event shall apply.

Section 10.03. **Insurance Definitions.** Repair, restoration or reconstruction of the improvements as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each unit and the common elements having the same vertical and horizontal boundaries as before.

## ARTICLE XI

### SALE OF THE PROPERTY

Section 11.01. **Sale of Property.** The owners by affirmative vote of at least seventy-five percent (75%) of the total vote, at a meeting duly called for such purpose, may elect to sell the property as a whole. Such action shall be binding upon all unit owners, and it shall thereupon become the duty of every unit owner to execute and deliver such instruments and to perform all acts as in manner and form as may be necessary to effect such

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sale; provided, however, that any unit owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which time such sale was approved shall be entitled to receive from the proceedings of such sale an amount equivalent to the value of his interest as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such unit owner. In the absence of agreement on an appraiser, such unit owner and the Board shall each select an appraiser within fifteen (15) days from the date of the written objection, and the two so selected shall select a third within ten (10) days thereafter, and the fair market value, as determined by a majority of the three so selected shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

## ARTICLE XII

### **REMEDIES FOR BREACH OF COVENANTS RESTRICTIONS AND REGULATIONS**

Section 12.01. **Violation Remedies.** The violation of any restriction, condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board in addition to the rights set forth in Paragraph 2 of this Article XII, the following rights:

- a. to enter upon the unit or common elements 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 the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass or other wrongdoing; or
- b. to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court cost, and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise together with interest thereon at the maximum legal rate until paid, shall be charged to and assessed against such defaulting owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same upon the unit ownership of such defaulting owner and upon all of his additions and improvements thereto and upon all of his personal property in his unit or located elsewhere on the property; or
- c. to maintain for the the benefit of all other unit owners, an action for possession in the manner prescribed by "an act in regard to forcible entry and detainer", approved February 16, 1874, as amended. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

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**Section 12.02. Judicial 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, restrictions or provisions of this Declaration or any of the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall reoccur more than once thereafter, then the Board shall have the power to issue to the defaulting owner a ten (10) day notice in writing to terminate the rights 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 members of the Board against the defaulting owner for a decree of mandatory injunction against the owner or occupant or (subject to the prior consent in writing of any mortgagee having a security interest in the unit ownership of said defaulting owner, which consent shall not be unreasonably withheld) 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 his violation, and ordering that all the right, title and interest of the owner in the property shall be sold, subject to the lien of any existing mortgage, at a judicial sale upon notice and terms as the court shall establish except that the court shall enjoin and restrain the defaulting owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge 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 confirmation of such sale, the purchaser shall be entitled to a deed to the unit ownership and to immediate possession of the unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

## ARTICLE XIII

### ASSOCIATION

**Section 13.01. Association.** The Board at any time, may cause to be incorporated a non-profit corporation under the laws of the State of Illinois to be called "Stony Creek Condominium Association" or a name similar thereto, which corporation shall be the governing body for all the owners for the maintenance, repair, replacement, administration and operation of the property. The Board of Directors of the Association shall be deemed to be the "Board of Managers" referred to herein and in the Condominium Property Act. Upon the formation of such Association, every owner shall be a member therein, which membership shall terminate upon the sale or other disposition by such member of his unit ownership at which time the new owner shall automatically become a member therein. The Association may issue certificates evidencing membership therein.

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## ARTICLE XIV

### GENERAL PROVISIONS

Section 14.01. **Special Notices.** Upon the written request to the Board, the holder of any duly recorded mortgage or trust deed against any unit ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the owner or owners who unit ownership is subject to such mortgage or trust deed.

Section 14.02. **Notices.** Notices required to be given to said Board or the Association may be delivered to any member of the Board or officer of the Association either personally or by mail addressed to such member or officer at his unit.

Section 14.03. **Binding.** Each grantee of the Declarant by the acceptance of a deed of conveyance or each purchaser under Articles of Agreement for Deed, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdictional rights, and powers created or reserved by this Declaration, and all rights, benefits, and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said unit ownership, and shall inure to the benefit of such person in like manner as though the provisions of the Declaration were recited in full in each and every deed of conveyance.

Section 14.04. **Covenant Non-Waiver.** No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 14.05. **Trust Ownership.** In the event title to any unit should be conveyed to a land titleholding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder, from time to time shall be liable for payment of any obligation, lien, or indebtedness chargeable or created under this Declaration against such unit. No claim shall be made against any such titleholding trustee personally for payment of any claim, lien, or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises and the beneficiaries of such trust notwithstanding any transfers of beneficial interest or in the title to such real estate.

Section 14.06. **Amendments.** The provisions of Article VII, Section 7.02 and this Section 14.06 of Article XIV of this Declaration, may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, all of the owners and all mortgagees having bona fide liens of record against any unit ownerships. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing, setting forth such change, modification,

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or rescission, signed and acknowledged by the Board, the owners having at least seventy-five percent (75%) of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit ownership, not less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recording of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the "Condominium Property Act."

Section 14.07. **Invalidity.** The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 14.08. **Easements.** The right and easement of use and enjoyment of access to and of ingress and egress to the common elements and common areas is subject to the following:

a. The right of the Association to pass reasonable rules and regulations governing the use, operation and maintenance of the common area.

b. The right of the Association to limit the number of guests who may use the common area or any part thereof and to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.

c. The right of the Association to suspend the use of the recreation facilities by any Member for the period during which any assessment against his unit remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

d. The right of the Association to assign outdoor automobile parking spaces to individual Members and to adopt and enforce parking and traffic regulations and restrictions for the common area and any access roads serving the Condominium Area.

e. The right of the Association to dedicate or transfer all or any part of the common elements or common areas or any utility system thereon to any public agency, authority, or to a public or quasi-public utility for such purposes and upon such conditions as may be agreed to by the Board.

f. All persons who reside in a dwelling unit shall have the same rights and easements as the unit owner.

Section 14.09. **Common Element Maintenance.** The Association shall have the right and duty to maintain, reconstruct, repair and replace all facilities and improvements on, under, over and across the common area and common elements, all landscaping, site



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lighting, walks and driveways (including snow removal) in the Condominium Area. The Association shall also have the right to purchase or otherwise acquire or lease one or more dwelling units as a residence for a janitor or custodian, or as a management office and to mortgage same.

Section 14.10. **Board Decision Final.** In the event of any dispute or disagreement between any unit owners relating to the property, or any question of interpretation or application of the provisions of the Declaration or by-laws, the determination thereof by the Board shall be final and binding on each and all of such unit owners.

Section 14.11. **Declaration Enforcement.** If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful, or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) the other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the date of the death of the survivor of the now living lawful descendants of the incumbent Mayor of the City of Palos Hills and the incumbent President of the United States.

Section 14.12. **Liberal Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class condominium apartment development.

Section 14.13. **Rental or Leasing of Units.** Notwithstanding any other provision in this Declaration or in the By-laws, the owner of each unit shall use such Unit as a private dwelling for himself and his immediately family or other individuals who reside with the Unit Owner on a non-transient basis, and for no other purpose, including business purposes. Therefore, the leasing or rental of Units to others as a regular practice for business, speculation, investment or other similar purposes is not permitted.

- a. To meet special situations and to avoid undue hardship or practical difficulties, the Board may grant permission to an owner to lease his Unit to a specified lessee for a period not to exceed twelve (12) consecutive months, on such other terms and conditions as the Board shall establish. Such special situations and undue hardships shall include, but not necessarily be limited to, a relocation out of the metropolitan Chicago area, an extended period in which the Unit Owner is hospitalized or similarly confined thus causing the Unit to be vacant, or a period during which court actions are involved as in probate, bankruptcy, or mortgage foreclosure proceedings. Furthermore, the Board may charge a fee for processing and monitoring such permissions to rent or lease.
- b. No Unit Owner, during the period of his ownership of the Unit, shall be granted such permission more than once, unless such is necessary to avoid extreme undue hardship. The determination of hardship by the Board is final and binding, and one determination shall not prejudice the right of the Board

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to deny any future application therefor, provided however, that any Unit Owner who is denied the right to lease his Unit either on a first or renewal application may reverse the Board's decision upon the obtaining and submission to the Board of a petition, signed by at least seventy-five percent (75%) of the Unit Owners, consenting to such lease.

- c. The provisions of this paragraph shall not apply to any Unit Owner with respect to a Unit which was owned by him as of October 5, 1981.

## ARTICLE XV

### ASSOCIATION BOOKS AND RECORDS

Section 15.01. **Books and Records.** The Board shall keep and maintain the following records or true and complete copies of these records, at the Association's principal office:

- a. The Association's Declaration, Bylaws, and plats of survey, and all amendments of these;
- b. The rules and regulations of the Association, if any;
- c. The Articles of Incorporation of the Association and all amendments to the Articles of Incorporation;
- d. Minutes of all meetings of the Association and its Board of Managers for the immediately preceding seven (7) years;
- e. All current policies of insurance of the Association;
- f. All contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the Unit Owners have obligations or liabilities;
- g. A current listing of the names, addresses, and weighted vote of all members entitled to vote;
- h. Ballots and proxies related to ballots for all matters voted on by the members of the Association during the immediately preceding twelve (12) months, including but not limited to the election of members of the Board of Managers; and
- i. The books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts and expenditures.

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Section 15.02. **Inspection and Examination.** Any member of the Association shall have the right to inspect, examine, and make copies of the records described in subdivisions (a), (b), (c), (d), and (e) of Section 1 above, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Association's Board of Managers or its authorized agent, stating with particularity the records sought to be examined.

Section 15.03. **Proper Purpose.** Except as otherwise provided in this Section, any member of an Association shall have the right to inspect, examine, and make copies of the records described in subdivisions (f), (g), (h), and (i) of Section 15.01 above, in person or by agent, at any reasonable time or times but only for a proper purpose, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Association's Board or its authorized agent, stating with particularity the records sought to be examined and a proper purpose for the request.

Section 15.04. **Copying Costs.** The actual cost to the Association of retrieving and making requested records available for inspection and examination under this Section shall be charged by the Association to the requesting member. If a member requests copies of records requested under this Section, the actual costs to the Association of reproducing the records shall also be charged by the Association to the requesting member.

Section 15.05. **Unavailable Records.** Notwithstanding the provisions of this Section, unless otherwise directed by court order, the following records are not available for inspection, examination, or copying by members:

- a. Documents relating to appointment, employment, discipline, or dismissal of Association employees;
- b. Documents relating to actions pending against or on behalf of the Association or its Board of Managers in a court or administrative tribunal;
- c. Documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or its Board of Managers in a court or administrative tribunal;
- d. Documents relating to common expenses or other charges owed by a member other than the requesting member; and
- e. Documents provided to an Association in connection with the lease, sale, or other transfer of a unit by a member other than the requesting member.

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Signed and acknowledged this 24 day of JANUARY, 2013.

[Signature]

[Signature]

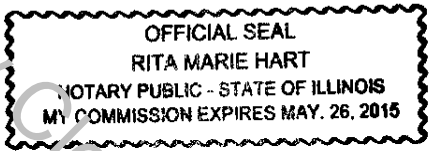
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[Signature]

Being at least two-thirds of the Board of Directors  
of STONY CREEK CONDOMINIUM ASSOCIATION

Subscribed and Sworn to before me this  
24 day of JANUARY, 2013.

[Signature]  
Notary Public



My commission expires: 26 May, 2015

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## EXHIBIT A

### Legal Description

All units located on the property are delineated on the plat of survey attached hereto as Exhibit B and are situated on the parcel legally described as follows:


Units 1-A, 1-B, 1-C, 2-A, 2-B, 2-C, 3-A, 3-B, 3-C, 4-A, 4-B, 4-C, 5-A, 5-B, 5-C, 6-A, 6-B, 6-C, 7-A, 7-B, 7-C, 8-A, 8-B, 8-C, 9-A, 9-B, 9-C, 10-A, 10-B, 10-C, 11-A, 11-B, 11-C, 12-A, 12-B, 12-C, 13-A, 13-B, 13-C, 14-A, 14-B, 14-C, 15-A, 15-B, 15-C, 16-A, 16-B, 16-C, 17-A, 17-B, 17-C, 18-A, 18-B, 18-C, 19-A, 19-B, 19-C, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 22-A, 22-B, 22-C, 23-A, 23-B, 23-C, 24-A, 24-B, 24-C, 25-A, 25-B, 25-C, 26-A, 26-B, 26-C, 27-A, 27-B, 27-C, 28-A, 28-B, 28-C, 29-A, 29-B, 29-C, 30-A, 30-B, 30-C, 31-A, 31-B, 31-C, 32-A, 32-B, 32-C, 33-A, 33-B, 33-C, in STONY CREEK CONDOMINIUM as delineated on survey of a part of the West 9.2433 acres of the East 10 acres of the West 28.34 acres lying South of the Calumet Feeder of the South East Quarter of Section 14, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois (hereinafter referred to as "Parcel") which survey is attached as Exhibit A to the Declaration of Condominium made by the Melrose Park National Bank as Trustee under No. 1467 recorded in the Office of the Recorder of Deeds, Cook County, Illinois as Document No. 22923870 as amended from time to time, together with its undivided percentage interest in said Parcel (excepting from said Parcel, all the property and space comprising all the units thereof as defined and set forth in said Declaration and survey) which percentage shall automatically change in accordance with Amendments as same are filed of record pursuant to said Declaration, and together with additional common elements as such Amendments are filed of record, in the percentages set forth in such Amendments, which percentages shall automatically be deemed to be conveyed effective on the recording of each such Amendment as though conveyed hereby.

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## EXHIBIT B

**Plat of Survey Attached**

Property of Cook County Clerk's Office



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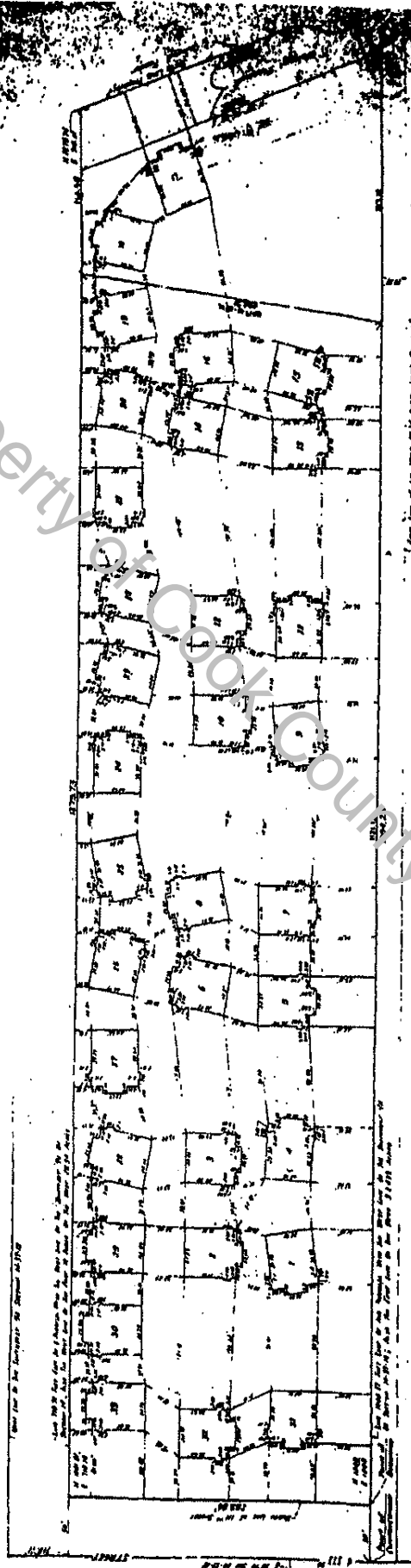
## STONY CREEK CONDOMINIUMS PALOS HILLS, ILLINOIS PLAT OF SURVEY

ELEVENTH AMENDED PLAN  
SHEET 1 OF 38

Property of Cook County

20040327  
①

25 06 28



RECEIVED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF COOK COUNTY

3 PLAT  
HAS BEEN MICROFILMED  
FOR ARCHIVAL PURPOSES  
DOCUMENT # 100-100000000

Block	Lot	Area	Owner
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50	3	1.12	...
50	4	1.12	...
50	5	1.12	...
50	6	1.12	...
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50	8	1.12	...
50	9	1.12	...
50	10	1.12	...
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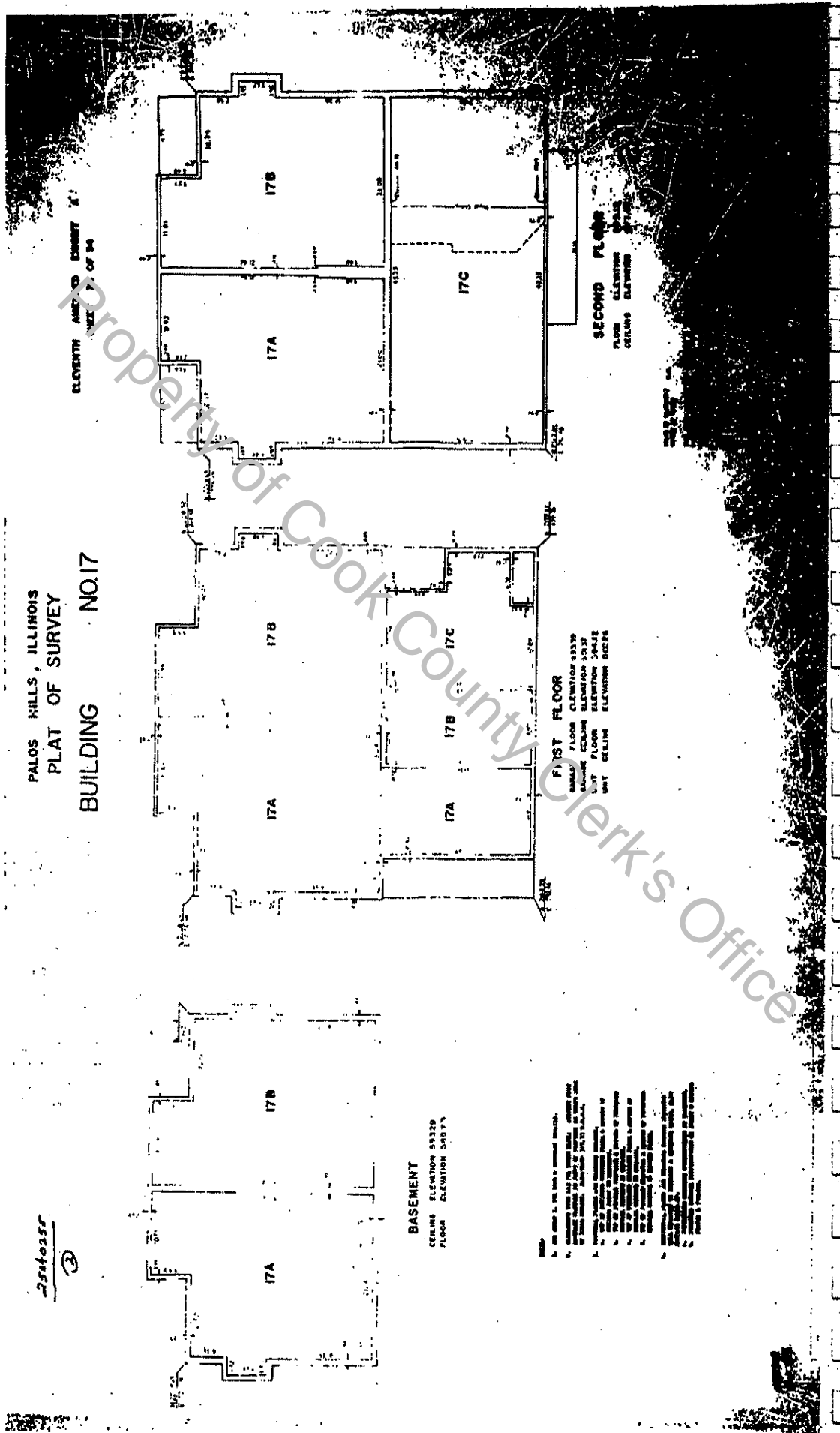
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Block	Lot	Area	Owner
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Block	Lot	Area	Owner
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Block	Lot	Area	Owner
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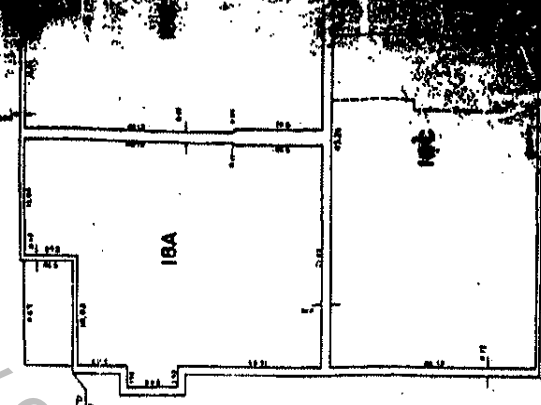
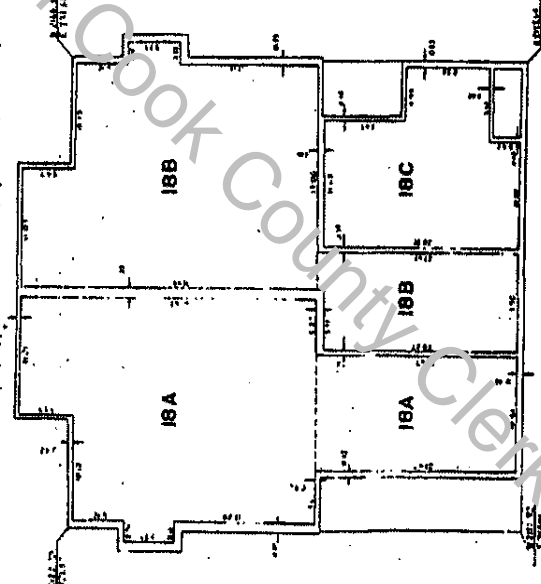
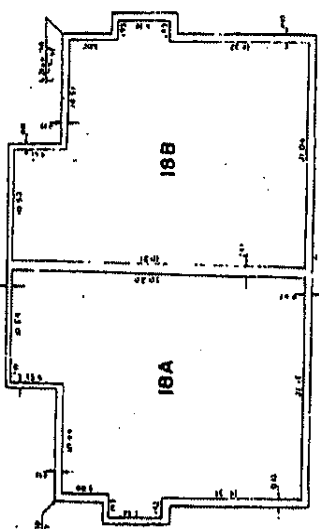


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## STONY CREEK CONDOMINIUMS PALOS HILLS, ILLINOIS

### PLAT OF SURVEY BUILDING NO. 18

25080259  
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1. See page 2 for plan of reference building.  
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99. See page 100 for plan of reference building.

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## EXHIBIT C

### PIN's and Percentage of Ownership

UNIT NO.	PIN NO.	PERCENTAGE OF OWNERSHIP INTEREST
1-A	23-14-400-071-1001	1.02142%
1-B	23-14-400-071-1002	1.02142%
1-C	23-14-400-071-1003	0.89659%
2-A	23-14-400-071-1004	1.07140%
2-B	23-14-400-071-1005	1.07140%
2-C	23-14-400-071-1006	0.89659%
3-A	23-14-400-071-1040	1.07140%
3-B	23-14-400-071-1041	1.07140%
3-C	23-14-400-071-1042	0.89659%
4-A	23-14-400-071-1043	1.07140%
4-B	23-14-400-071-1044	1.07140%
4-C	23-14-400-071-1045	0.89659%
5-A	23-14-400-071-1049	1.07140%
5-B	23-14-400-071-1050	1.07140%
5-C	23-14-400-071-1051	0.89659%
6-A	23-14-400-071-1046	1.07140%
6-B	23-14-400-071-1047	1.07140%
6-C	23-14-400-071-1048	0.89659%
7-A	23-14-400-071-1007	1.07140%
7-B	23-14-400-071-1008	1.07140%
7-C	23-14-400-071-1009	0.89659%
8-A	23-14-400-071-1010	1.07140%
8-B	23-14-400-071-1011	1.07140%
8-C	23-14-400-071-1012	0.89659%
9-A	23-14-400-071-1013	1.07140%
9-B	23-14-400-071-1014	1.07140%
9-C	23-14-400-071-1015	0.89659%
10-A	23-14-400-071-1016	1.07140%
10-B	23-14-400-071-1017	1.07140%
10-C	23-14-400-071-1018	0.89659%
11-A	23-14-400-071-1019	1.07140%
11-B	23-14-400-071-1020	1.07140%
11-C	23-14-400-071-1021	0.89659%
12-A	23-14-400-071-1052	1.07140%
12-B	23-14-400-071-1053	1.07140%
12-C	23-14-400-071-1054	0.89659%
13-A	23-14-400-071-1055	1.07140%
13-B	23-14-400-071-1056	1.07140%
13-C	23-14-400-071-1057	0.89659%
14-A	23-14-400-071-1058	1.07140%
14-B	23-14-400-071-1059	1.07140%
14-C	23-14-400-071-1060	0.89659%

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15-A	23-14-400-071-1061	1.07140%
15-B	23-14-400-071-1062	1.07140%
15-C	23-14-400-071-1063	0.89659%
16-A	23-14-400-071-1064	1.07140%
16-B	23-14-400-071-1065	1.07140%
16-C	23-14-400-071-1066	0.89659%
17-A	23-14-400-071-1094	1.07140%
17-B	23-14-400-071-1095	1.07140%
17-C	23-14-400-071-1096	0.89659%
18-A	23-14-400-071-1097	1.07140%
18-B	23-14-400-071-1098	1.07140%
18-C	23-14-400-071-1099	0.89659%
19-A	23-14-400-071-1067	1.07140%
19-B	23-14-400-071-1068	1.07140%
19-C	23-14-400-071-1069	0.89659%
20-A	23-14-400-071-1070	1.07140%
20-B	23-14-400-071-1071	1.07140%
20-C	23-14-400-071-1072	0.89659%
21-A	23-14-400-071-1073	1.07140%
21-B	23-14-400-071-1074	1.07140%
21-C	23-14-400-071-1075	0.89659%
22-A	23-14-400-071-1076	1.07140%
22-B	23-14-400-071-1077	1.07140%
22-C	23-14-400-071-1078	0.89659%
23-A	23-14-400-071-1022	1.02142%
23-B	23-14-400-071-1023	1.02142%
23-C	23-14-400-071-1024	0.89659%
24-A	23-14-400-071-1025	1.02142%
24-B	23-14-400-071-1026	1.02142%
24-C	23-14-400-071-1027	0.89659%
25-A	23-14-400-071-1028	1.07140%
25-B	23-14-400-071-1029	1.07140%
25-C	23-14-400-071-1030	0.89659%
26-A	23-14-400-071-1031	1.07140%
26-B	23-14-400-071-1032	1.07140%
26-C	23-14-400-071-1033	0.89659%
27-A	23-14-400-071-1034	1.07140%
27-B	23-14-400-071-1035	1.07140%
27-C	23-14-400-071-1036	0.89659%
28-A	23-14-400-071-1037	1.07140%
28-B	23-14-400-071-1038	1.07140%
28-C	23-14-400-071-1039	0.89659%
29-A	23-14-400-071-1079	1.07140%
29-B	23-14-400-071-1080	1.07140%
29-C	23-14-400-071-1081	0.89659%
30-A	23-14-400-071-1082	1.07140%
30-B	23-14-400-071-1083	1.07140%
30-C	23-14-400-071-1084	0.89659%

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31-A	23-14-400-071-1085	1.07140%
31-B	23-14-400-071-1086	1.07140%
31-C	23-14-400-071-1087	0.89659%
32-A	23-14-400-071-1088	1.07140%
32-B	23-14-400-071-1089	1.07140%
32-C	23-14-400-071-1090	0.89659%
33-A	23-14-400-071-1091	1.07140%
33-B	23-14-400-071-1092	1.07140%
33-C	23-14-400-071-1093	0.89660%
TOTAL		100.00%

Property of Cook County Clerk's Office