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THIS DECLARATION made and entered into

by the South Holland Trust & Savings Bank

as trustee under Trust Agreement dated April

8, 1986, and known as Trust Number 8028,

and not individually, for convenience herein-

after referred to as the "Trustee":

Doc#: 1314447049 Fee: \$164.00

RHSP Fee:\$10.00 Affidavit Fee:

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 05/24/2013 11:32 AM Pg: 1 of 64

WITNESSETH THAT:

WHEREAS, the South Holland Trust & Savings Bank, as Trustee under Trust Agreement dated April 8, 1986 and known as Trust No. 8028, is the legal title holder of the following described real estate in the Village of Lansing, County of Cook, and State of Illinois.

LEGAL DESCRIPTION OF PARCEL - EXHIBIT "C"

That part of the Southeast quarter of Section 36, Township 36 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said section 36; thence North on the East Line of said section 36, 585 feet; Thence West on a line forming an angle of 90 degrees to the last described line 375 feet; Thence South on a line parallel to the East line of Section 36, 582.61 feet to the South line of Section 36 aforesaid; Thence East on said South line of Section 36, 375.01 feet to a place of beginning, excepting there from the following described tract of land described as follows: Beginning at the Southeast corner of said Southeast quarter: Thence Northerly along the East line of said Southeast quarter for a distance of 43 feet to a point; Thence Westerly along a straight line which is perpendicular to the previously described course for a distance of 33 feet to a point; Thence Southwesterly along a straight line for a distance of 33 feet to a point on said South line of Southeast quarter; Thence Easterly along said South line of the Southeast quarter for a distance of 43 feet to a point of beginning, all in Cook County, Illinois

PIN NUMBER 29-36-410-003

WHEREAS, it is the desire and intention of the Trustee to enable the Property (as hereinafter defined) which includes, but is not limited to, said real estate together with the buildings, structure, improvements, and other permanent fixtures of whatsoever kind now or hereafter thereon, and all rights to be owned by Trustee and by each successor in interest of Trustee, under that certain type of method of ownership known as "Condominiums", and to submit the Property to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time; and,

WHEREAS, the Trustee, acting under direction of the parties authorized to direct the Trustee,

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has elected by this Declaration to establish, for the benefit of such Trustee and for the mutual benefit of all future unit owners or occupants of the Property, or any part thereof, which shall be known as

THE FOREST GLEN CONDOMINIUM ASSOCIATION

certain easements and rights in, over, and upon said real estate and certain mutually beneficial restrictions and obligations with respect to the property use, conduct, and maintenance thereof; and,

WHEREAS, the Trustees has further elected by this Declaration to declare that the several unit owners, occupants, mortgagees, and other persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times 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 protect the condominium aspect of ownership and to facilitate the proper administration of such Property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property.

NOW, THEREFORE, THE SOUTH HOLLAND TRUST AND SAVINGS BANK, as Trustee aforesaid and not individually, as the legal title holder heretofore described, and for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I

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

- (a) "Act" means the "Condominium Property Act" as amended from time to time, of the State of Illinois.
- (b) "Association" shall mean the Forest Glen Condominium Association, an Illinois not-for-profit corporation.
- (c) "Building" shall mean a building located on the Parcel (as hereinafter defined), forming a part of the Property and containing the Units (as hereinafter defined) as shown by the Plat (as hereinafter defined).
- (d) "By-Laws" mean the by-laws of the Association attached hereto as Exhibit "A" and by this reference made a part hereof, as amended from time to time.
- (e) "Common Elements" mean all expenses attributable to the Common Elements, including reserves, if any, lawfully assessed by the Board.
- (f) "Declaration" means the instrument by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as from time to time amended.
- (g) "Limited Common Elements" shall mean a part of the Common Elements reserved for

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the use of certain Unit or Units. The Limited Common Elements include all Common Elements contiguous to and serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto including, but not limited to, pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving such Unit or Units, and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows and entryways, and all associated fixtures and structures therein, as lie outside the Unit boundaries, as well as any shutters, awnings, window boxes.

(h) "Majority" or "Majority of the Unit Owners" shall mean the owners of more than fifty percent (50%) of the entire undivided ownership interest of the Common Elements. Any specified percentage of the Unit Owners means that percentage of undivided ownership of the Common Elements.

(i) "Mortgages" means all mortgages, deeds of trust and all other documents in the nature of mortgages whether recorded prior to, simultaneously with or subsequent to the recording of this Declaration.

(j) "Parcel" means the lot or lots, tract or tracts of land described herein submitted to the provisions of the Act.

(k) "Person" shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(l) "Plat" shall mean the plats of survey of the Parcel and of all units in the Property submitted to the provisions of the Acts, said Plat being attached hereto as Exhibit "B" and by this reference made a part hereof and recorded simultaneously with the recording of this Declaration.

(m) "Property" shall mean all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including all buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

(n) "Real Estate" shall mean that certain real estate located in the Village of Lansing, County of Cook and State of Illinois which is legally described on Exhibit "C" attached hereto and by this reference made a part hereof.

(o) "Record" or "Recording" shall mean to record or recording in the Office of Recorder or, whenever required, to file or filing in the Office of the Registrar of Titles, where the Property is located.

(p) "Reserves" means those sums paid by Unit Owner(s) which are separately maintained

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by the Board of Managers for purposes specified by the Board of Managers or the condominium instruments.

(q) "Unit(s)" shall mean that part of the Property designed and intended for independent use and occupancy as permitted by this Declaration. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes as shown on the Plat; provided however, that no structural components of the Building in which such Unit is located and no pipes, wires, conduits, ducts, flues, shafts or public utility lines situated within such Unit and forming part of any system serving one or more other Units or the Common Elements, shall be deemed to be a part of said Unit, public utility lines situated within such Unit and forming part of any system serving one or more other Units or the Common Elements, shall be deemed to be a part of said Unit.

(r) "Unit Owner" shall mean the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit and the undivided interest in the Common Elements appurtenant thereto.

(s) "Voting Member" means the person entitled to exercise all voting power in respect to each unit ownership.

ARTICLE II

Submission of the Property to the Act

The Land Trustee, as the owner in fee simple of the Parcel, expressly intends to and, by recording this Declaration, does hereby submit the Property to the provisions of the Act.

ARTICLE III

Plat

The Plat sets forth the measurements, elevations, locations and other data, as required by the Act, with respect to: (a) the Parcel and its exterior boundaries; and (b) each Unit.

ARTICLE IV

Units

The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on Exhibit "D" hereto. Every deed, lease, mortgage or other instrument shall legally describe a Unit by its identifying number or symbol as shown on the Exhibit "D" and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

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ARTICLE V

Common Elements

(1) Description: Except as otherwise in the Declaration provided, the common elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing, the common elements shall include the land, outside walks and driveways, landscaping, stairways, laundry rooms, furnace and boiler rooms, storage locker areas, roof, structural parts of the buildings, component parts of walls, floors and ceilings, pipes, ducts, flues, shafts, and public utility lines serving the common elements or more than one unit.

(2) Ownership of Common Elements: Each Unit Owner shall be entitled to the percentage of ownership in the common elements allocated to the respective Unit owned by such Unit Owner as set forth in the schedule attached hereto as Exhibit "E" and by this reference made a part hereof as though fully set forth herein. The aforesaid percentages of ownership interest have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by recorded Amendment to this Declaration consented to in writing by all Unit Owners and all mortgagees having bona fide liens of record against any of the Units. Said ownership interests in the common elements shall be undivided interests, and the common elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership as set forth in Exhibit "E" hereto. The ownership of each Unit and of the Unit Owner's corresponding percentage of ownership in the common elements shall not be separated. The undivided percentage of ownership in the common elements corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description the instrument conveying or encumbering said Unit may refer to the fee title to that Unit.

(3) Use of the Common Elements: Each Unit Owner shall have the right to use the common Elements (except the Limited Common Elements) in common with all other Unit Owners as may be required for the purposes of access, ingress to, and egress from, use, occupancy and enjoyment of, the respective Unit owned by such Unit Owner. Such right to use the common elements shall extend to each Unit Owner, and agents, servants, tenants, family members and invitees of each Unit Owner. However, each Unit Owner of a Unit which is entitled to use of Limited Common Elements shall have the right to the exclusive use and possession of the Limited Common Elements serving such Unit alone and the right to the exclusive use and possession along with other Unit Owners of benefited Units of the Limited Common Elements which benefit more than one Unit. Such right to use the common elements shall extend to each Unit Owner's, servants, tenants, family members and invitees of

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each Unit Owner. Such rights to use and possess the common elements shall be subject to and governed by the provisions of the Act and of this Declaration and the By-Laws. The Association shall have the authority to lease or to grant licenses or concessions with respect to parts of the common elements, subject to the provisions of this Declaration and the By-Laws including specifically, but not by way of limiting, lawn maintenance, snow removal and custodial services. In addition, the Association shall have the right from time to time: (a) to assign storage space located outside of the Units, in which case such storage space shall be deemed to be Limited Common Elements for the period of time in which they are so assigned: (b) to terminate the use of said storage space as Limited Common Elements, in which case the respective Unit Owners shall be required to vacate said storage space no later than thirty (30) days after receiving written notice from the Association that the use of said storage space as Limited Common Elements is being terminated: (c) parking spaces shall be common elements and shall not be assigned to the Unit Owners, but shall be subject to rules and regulations adopted by the Association.

(4) Common Expenses: Each Unit Owner shall pay his or her proportionate share of the common expenses. Such proportionate share of the common expenses for each Unit owner shall be in the same proportion that his or her percentage of ownership in the common elements bears to the total thereof. Payment of common expenses, including any prepayment thereof required by contract for sale of a Unit, shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property as provided in Article IV of the By-Laws. The foregoing notwithstanding to the extent that a portion of any common expenses relates only to a Limited Common Element, such portion shall be borne and paid by the Unit Owners benefiting from such Limited Common Element.

(5) Limitations of Common Elements: The easements and rights of use and enjoyment created hereby for the benefit of Unit Owners and occupants, and their guests, tenants or invitees with respect to the common elements shall be subject to the following:

- (a) The right of the Association to prescribe reasonable rules and regulations governing the use, operation and maintenance of the common elements.
- (b) The rights of the Association to levy assessments as provided in this Declaration
- (c) The rights of the Association and Board reserved under this Declaration and By-Laws.

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- (d) All other rights and regulations contained in this Declaration and By-Laws.

ARTICLE VI

Easements and Reserved Rights

(1) Utilities: The Illinois Bell Telephone Company, Commonwealth Edison Company, Peoples Gas Company, and all other public utilities and municipal authorities serving the Property, are hereby granted the right to install, lay, construct, renew, alter, remove, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into, over, under, along and through the common elements for the purpose of providing utility services to the Property, together with the reasonable right of ingress and egress from the Property for said purposes. The Land Trustee, the Association or the Board may hereafter grant additional utility easements for the benefit of the Property over, under, along and on any portion of the common elements, and each Unit Owner hereby grants to the Land Trustee, Association or Board an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing.

(2) Ingress and Egress: A perpetual, non-exclusive easement for reasonable ingress and egress to each Unit is hereby created and declared upon, over and along the Property developed with walks and building entries for the benefit of the Unit Owners and their tenants, guests and invitees.

(3) Association: The Association, its directors, officers and agents, including the managing agent, if any shall at all times have a perpetual, non-exclusive easement and right of ingress and egress over, upon and across all portions of the Property, other than the Units, in furtherance of their rights, duties and obligations hereunder or under any agreements.

(4) Repair: In the event that, by reason of the construction, reconstruction, repair, settlement or shifting of the Buildings or Units, 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 a Unit Owner to use or occupy any portion of the common elements for any reasonable use appurtenant to that Unit, which will not reasonably interfere with the use or enjoyment of the common elements by other Unit Owner(s), or if by reason of design or construction of utility and ventilation systems, any mains, 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

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and shall exist for the benefit of such Unit or the common elements, as the case may be, so long as all or any part, of the Buildings 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 Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Unit Owners or if it occurred due to the willful, intentional or negligent conduct of any Unit Owner or his agent.

(5) Easements Running 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 Declarant, its successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having an interest in the Property, or any part or portion thereof. The recording or registering of this Declaration, as the case may be, and 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 VI, or described in any party of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Owners as fully and completely as though such easements and rights were recited fully set forth in their entirety in such documents

(6) No Dedication: Nothing contained in this Declaration shall be construed or deemed to constitute a dedication, express or implied, of any part of the Property to or for any public use or purpose whatsoever.

ARTICLE VII

Mortgages

(1) Right to Mortgages: Each Unit Owner shall have the right, from time to time, subject to the provisions here, to place a separate mortgage on his or her respective Unit together with his or her 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 other lien on or affecting the Property, or any part thereof, except only to the extent of his or her Unit and his or her respective ownership interest in the common elements.

(2) First Mortgagee: The following provisions are intended for the benefit of each holder of a first mortgage upon a Unit and to the extent, if at all, that any other provision of this Declaration conflicts with the following provisions, the following provision shall control:

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- (A) Upon written request, each first mortgagee of a Unit shall have the right:
- (i) to examine the books and records of the Association during normal business hours;
 - (ii) to receive any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Unit Owners at the end of each of its respective fiscal years;
 - (iii) receive notices of all meetings of the Association and to designate a representative to attend all such meetings; and
 - (iv) receive notice of any decision by the Unit Owners to make a material amendment to the Declaration, By-Laws contained herein or the Article of Incorporation of the Association.
- (B) No provision of this Declaration or Articles of Incorporation of the Association or any similar instrument pertaining to the Property or the Units therein shall be deemed to give an Owner or any other party priority over any rights of the first mortgagees of Units pursuant to their mortgages in the case of distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units and the common elements, or any portion thereof or interest therein. In such event, the holder of any first Mortgage on a Unit shall be entitled, upon specific written request, to timely written notice of any such loss.
- (C) There shall be included in each annual assessment levied by the Association (but not as a special assessment an amount sufficient to establish an adequate reserve fund for replacements and contingencies.
- (D) Unless the first Mortgagees of at least two-thirds of the individual Units which have become a part of the Property (based upon one vote for each first mortgage owned) have given their prior approval, neither the Association nor the Owner shall be entitled to:
- (i) by act or omission seek to abandon or terminate the condominium regime, except for abandonment provided by the Act in case of substantial loss to the Units and or the common elements or both;
 - (ii) change the pro rate interest or obligation of any Owner for purposes of levying assessments of charges or allocating distributions of hazard

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- (iii) insurance proceeds or condemnation awards; and for (2) determining the pro rata share of ownership of each Owner in the common elements;
 - (iv) partition or subdivide any Unit;
 - (v) by act or omission, seek to abandon, partition subdivide, encumber, sell or transfer the common elements, except that the granting of easements for public utilities or for public purposes consistent with the intended use of the common elements shall not be deemed a transfer within the meaning of this Section; and
 - (vi) use hazard insurance proceeds for losses to any Property (whether to Units or to common elements) for other than repair, replacement, or reconstruction of any Property.
- (E) If any Unit or portion thereof or the common elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any first Mortgage on a Unit will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle the owner of a Unit or other party to priority over such institutional holder with respect to the distribution to such Unit of the proceeds of any award or settlement.
- (F) The Board, Association and every Unit Owner shall take all necessary steps to assure that all taxes, assessments and charges which may become liens prior to a first Mortgage upon a Unit shall relate only to the individual Unit and not to the Property as a whole.

ARTICLE VIII

Taxes

It is understood that real estates taxes are to be separately taxed to each Unit Owner for his or her Unit and corresponding percentage of Ownership in the common elements as provided in the Act.

In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then such taxes shall be included in the common expenses and each Unit Owner shall be specially assessed and shall pay his or her proportionate share thereof in accordance with his or her respective percentage of ownership interest in the common elements. In the event any

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Unit Owner refuses to pay his or her proportionate share the Association may proceed against said Unit Owner for nonpayment of common expenses to the By-Laws and Article XX.

ARTICLE IX

Insurance

- (A) The Board shall have authority to and shall obtain insurance for the Property as follows:
- (1) Insurance on the Property, including the Units and the common elements, against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsements, in an amount sufficient to prevent the insured from being a co insurer within the terms of the applicable policies, but in any event in an amount not less than one hundred percent (100%) of the full insurable replacement cost thereof. The "full insurable replacement cost" of the Property, including the Units and the common elements, shall be determined from time to time by the Board, which determination may be based upon appropriate insurance appraisals. The cost of any and all such appraisals shall be common expenses.
 - (2) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any Owner occurring in, on or about the Property or upon, in or about the streets and passageways and other areas adjoining the Property, such public liability and property damage insurance to afford protection to such limits as the Board shall deem desirable (but in no event for less than One Million Dollars (\$1,000,000) with respect to liability for personal injury or property damage arising out of a single accident).
 - (3) Such worker's compensation insurance as may be necessary to comply with applicable laws.
 - (4) Employers liability insurance in such amount as the Board shall deem desirable.
 - (5) A fidelity bond indemnifying the Association, the Board and the Unit Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association, the Board or Owners in such amount as the Board shall deem desirable.

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- (6) Such other insurance (including insurance with respect to officers' and directors' liability insurance) in such reasonable amounts as the Board shall deem desirable.

The premiums for the above described insurance, except as otherwise provided in this Section IX, shall be common expenses.

- (B) All insurance provided for in this Section IX shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Illinois.

- (C) All policies of insurance of the character described in clauses (1) and (2) of this Section IX shall (1) name as insured, the Land Trustee, so long as it has an insurable interest in the Property, and the Board as trustees for the Unit Owners in the percentages established in Exhibit "B" to this Declaration and shall also name as an insured the Insurance Trustee described in this Section IX (f), as the respective interests of all such parties may appear; (2) be without contribution as respects to other such policies of insurance carried individually by the Unit Owners whether such other insurance covers their respective Unit; (3) provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement thereof, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act; and (4) contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days' prior written notice to the mortgage of each Unit. Policies of insurance of the character described in Section IX may contain an endorsement extending coverage so as to include the payment of common expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance of the character described in clauses (1) and (2) of Section IX, and losses under such policies shall be applied and disbursed, in accordance with the provisions of this Declaration.

- (D) All policies of insurance of the character described in clause (3) of Section IX shall name as insureds each Owner (but as to the insurance provided pursuant to Section IX (A)(3) above, only with respect to those portions of the Property not reserved for their exclusive use), and the Association, Board and its managing agent, and the other agents and employees of such Association, Board and managing agent and the Land Trustee and in its or his capacity as Unit Owner and Board member. In addition, all policies of insurance of the character described in clause (3) of Section IX(A) shall contain

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an endorsement or clause whereby the insurer waived any right to be subjugate to any claim against the Association, its officers, members of the Board, the Land Trustee, the managing agent, their respective employees and agents and the Unit Owners and their tenants or other occupants and shall cover claims of one (1) or more insured parties against other insured parties.

(E) The Association, for the benefit of the Owners and the mortgage of each Unit, shall pay the premiums on the policies of insurance described in Section IX(A) at least thirty (30) days prior to the expiration dates of the respective policies.

(F) The loss, if any, under any policies of insurance of the character described in clauses (1) and (2) in Section IX(A) shall be payable, and the insurance proceeds paid, on account of any such loss shall be applied and disbursed as follows:

- (1) To the Board, as Trustee for each of the Unit Owners in their respective percentages of ownership in common elements as established in this Declaration, in the case of any one loss, of Two Hundred Thousand Dollars (\$200,000.00) or less in the aggregate, which insurance proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, shall be applied to the payment of the cost of restoring the Property to substantially the same condition in which it existed immediately prior to such damage or destruction, with each Unit and the common elements having the same vertical and horizontal boundaries as before, free from vendor, mechanics, materialmen's and other similar liens; or
- (2) The Board shall, pursuant to the Act, appoint as successor Insurance Trustee a corporation qualified to accept and execute trusts, in the State of Illinois and having a capital of not less than Five Million Dollars (\$5,000,000.00). Such proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, and the fees of the Insurance Trustee, shall be applied by the insurance Trustee to the payment of the cost of restoring the Property to substantially the same condition in which it existed immediately prior to such damage or destruction, with each Unit and the common elements have the same vertical and horizontal boundaries as before. Such proceeds shall be paid by the Insurance Trustee to or for the account of the Association, from time to time as work progresses, in such manner as shall be required to facilitate

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the restoration of the Property in accordance with the provisions of the Act. The Association and the Insurance Trustee may, prior or subsequent to any such loss, enter into an insurance trust agreement further implementing the provisions of the Act and this Declaration with respect to the collection and disbursement of proceeds of insurance by the Insurance Trustee.

(G) Each Unit Owner shall be responsible for his or her own insurance on the contents of his or her own Unit, and furnishing and personal property therein, and his or her personal property stored elsewhere on the Property, and his or her personal liability to the extent not covered by the policies of liability insurance obtained by the Board for the benefit of all of the Owners as above provided. All policies of casualty insurance carried by each Owner shall be without contribution as respects the policies of casualty insurance obtained by the Board for the benefit of all of the Owners as above provided.

(H) Each Owner shall be required to report all additions or alterations to his or her Unit promptly in writing to the Board, without prior request from the Board or the management agent, and to reimburse the Board for any additional insurance premiums attributable thereto, and he or she shall be responsible for any deficiency in any insurance loss recovery resulting from his or her failure to so notify the Board. The Board shall not be responsible for obtaining insurance on such additions, alterations or improvements unless and until such Owner shall make such report and request to the Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board for such additional premiums; and upon the failure of such Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. "Additions" or "alterations" shall mean property attached to the Unit and not readily removable without damage to the Unit, including but limited to, carpeting, special flooring, special wall covering and paneling. The insurance coverage described in this Section IX(H) shall not be deemed to include personal property owned by the Owner and not attached to the Unit.

(I) Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Association, its officers, members of the Board, Trustee, the manager and managing agent of the Property, if any and their respective employees and agents, for any damage to the common

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elements caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance.

Sufficient Insurance

In the event the improvements forming a part of the Property, or any portion thereof, including any units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration, or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment thereof; provided, however, that in the event within one hundred and eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the property as hereinafter provided in Article IX hereof or to withdraw the Property from the provisions of this Declaration, and from the provisions of the Act as therein provided, then such repair, restoration, reconstruction shall not be undertaken. In the event such repair, restoration, or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners according to each Unit Owner's percentage of ownership in the common elements as set forth in Exhibit "E" after first paying out of the share of each Unit Owner the amount of any unpaid liens on his or her Unit, in the order of the priority of such liens.

Insufficient Insurance

(A) If the insurance proceeds are insufficient to reconstruct the damaged or destroyed Buildings and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Buildings within one hundred and eighty (180) days from the date of damage or destruction, the provisions of the Act shall apply.

(B) In the case of damage or other destruction in which fewer than one-half ($\frac{1}{2}$) of the Units are rendered uninhabitable, upon the affirmative vote of not fewer than three-fourths ($\frac{3}{4}$) of the Unit Owners voting at a meeting called for that purpose, the damaged or destroyed portion of the Property shall be reconstructed. The meeting shall be held within ninety (90) days after the occurrence but, in any event, not later than thirty (30) days following the final adjustment of insurance claims. At such meeting the Board, or its representative, shall present to the members present an estimated of the cost

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of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

(C) In the case of damage or other destruction, upon the affirmative vote of not fewer than three-fourth ($\frac{3}{4}$) of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the common elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage on interest appurtenant to such Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any Insurance or other proceeds available in connection with the withdrawal of any portion of the common elements shall be allocated on the basis of each Unit Owner's percentage interest therein. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments of such Unit or portion thereof by the Unit Owner shall cease.

Eminent Domain

In the event of a taking in condemnation or by eminent domain proceedings, provision for withdrawal from the Act such portions so taken may be made by the Board. Upon the withdrawal of any Unit or portion thereof the percentage of interest in the common elements appurtenant to such Unit shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to such Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The allocation of any condemnation award or the proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which the withdrawal of any portion of the common elements shall be allocated on the basis of each Unit Owner's percentage interest therein. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

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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 an twelve month (12) 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 expense.

Cancellation of Insurance

The Board shall be responsible, in the event any insurance required under Sections IX(A)(1), (2) or (3) is canceled, for serving notice of such cancellation upon any persons insured thereunder.

Liability of the Board of Directors

Neither the members of the Board nor the officers of the Association shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against any contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers of the Association on behalf of the Unit Owners or arising out of their status as Board members or officers unless any such contract or act shall have been made fraudulently or with gross negligence or contract to the provisions of this Declaration. It is intended that the foregoing indemnification shall include indemnification counsel fees, amounts of judgments paid and amounts paid or the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any member of the Board or officers of the Association may be involved by virtue of such persons being or having been such member or officer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the proceeding to be liable for gross negligence or fraud in the performance of his or her duties as such member or officer; or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his or her duties as such member of officer. It is also intended that the liability of any Unit Owner arising out of any contract made by or other acts of the Board or officers of the Association, or out of the aforesaid indemnity in favor of the members of the Board and officers of the Association, shall be limited to such

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proportion of the total liability hereunder as his or her percentage of 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 or by the managing agent on behalf of the Unit Owners shall provide that members of the Board, 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 as his or her percentage of interest in the common elements bears to the total percentage interest of all Unit Owners in the common elements.

ARTICLE X

Administration and Operation

Administration

The administration of the property and common elements shall be vested in the Board of Managers consisting of the number of persons and who shall be elected in the manner, provided in the By-Laws contained.

Duties and Powers of the Association

The duties and powers of the Association and the Board shall be those set forth in this Declaration and the By-Laws; provided, however, that the terms and provisions of this Declaration shall control, in the event of any inconsistency between this Declaration, on the one hand, and the By-Laws on the other hand.

Board's Determination Binding

In the event of any dispute or disagreement between any Unit Owners relating to the property, or any question of interpretation or application of 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.

Ownership of Units

If the record ownership of a Unit shall be in more than one person, or if an Owner of a Unit is a trustee, corporation, partnership or other legal entity, then the individual who shall enjoy the Unit membership and be responsible for the obligations attributable thereto, shall be designated by such Owner or Owners in writing to the Association. Such designation may be changed from time to time thereafter by notice in writing to the Association. Ownership of a Unit shall be the sole qualification for

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membership in the Association. Any Owner of a Unit may delegate his or her rights (but not his or her obligations) as a member of the Association with respect to such tenants, contract purchasers and the members of their families residing in the Unit.

Voting

Whenever a vote of the members of the Association is required pursuant to this Declaration, or pursuant to the By-Laws, or is otherwise required by law, such votes may be cast in person or by proxy. Unless this Declaration or By-Laws or any law shall specify a greater vote, all matters requiring action by members shall be decided by a majority of the votes cast by members voting at a meeting of members at which is present, in person or by proxy, votes representing a quorum according to the By-Laws.

Voting By Number of Units

When thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, and percentage vote of members specified in the Declaration or By-Laws shall require the specified percentage by number of Units rather than by percentage of interest in the common elements allocated to Units that would otherwise be applicable.

Not-For-Profit

Nothing herein shall be constructed to give the Association authority to conduct an active business for profit on its own behalf or on behalf of the members. All funds collected by the Association shall be held and expended for the purposes designated herein and in the By-Laws for the benefit of members of the Association.

Governed By Not-For-Profit

Except as otherwise provided in this Declaration, the Association, the Board of officers and members shall be governed by the General Not-For-Profit Corporation Act of the State of Illinois and known as "FOREST GLEN CONDOMINIUM ASSOCIATION, INC."

ARTICLE XI

Maintenance, Repairs and Replacements, Alteration or Additions

Unit Owner's Responsibility

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Each Unit Owner shall furnish and be responsible for, at his or her own expense, all of the maintenance, repairs, and replacements and decorating within his or her Unit.

Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors, and ceilings and such Unit Owner shall maintain such interior surfaces of the Unit in good condition at his or her sole expense. No alterations of any common elements, or any additions or improvements thereof, shall be made by any Unit Owner without the prior written approval of the Board. Maintenance, repairs and replacements of common elements shall be furnished by the Board as part of the common expenses, subject to the rules and regulations of the Board. The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or common elements, rather than against a particular Unit and its corresponding percentage of ownership in the common elements. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorneys' fees) incurred by reason of such lien.

Protection of Common Elements

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any Unit is necessary to protect the common elements or any other portion of the building, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owner, which notice may be served by delivering a copy thereof to any occupant of such Unit, or by mailing the same by certified or registered mail addressed to the Owner of the Unit. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner. If due to the act or neglect of a Unit Owner or of a tenant, employee, agent, authorized representative or of a guest or other authorized occupant, visitor or customer, damage shall be caused to the common elements or to a Unit or Units Owned by other, or maintenance, repairs or replacements shall be required which would otherwise be at the common expenses, then such Unit Owner or occupant shall pay for such damage and such maintenance, repairs, replacements, as may be determined by the Board, to the extent not covered by insurance. The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to the Article X. All expenses which, pursuant to this section are chargeable to any Unit Owner or occupant, may be

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specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

ARTICLE XII

Use and Occupancy of Units and Common Elements

Use of Property

No part of the Property shall be used for other than housing, the parking of passenger automobiles and the related common purposes for which the Property was designed. Each Unit shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purposes. Occupancy of any Unit is subject to local ordinances and regulations governing the number of occupants in the Unit.

Reservation of Rights

No industry, business, trade occupation or profession of any kind, commercial, religious, education or otherwise, shall be conducted, maintained, or exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board.

Use of Common Elements

Each Unit Owner and occupant, and their tenants, guests and invitees shall have the non-exclusive right to use and enjoy the common elements in common with all other Unit Owners and occupants subject to the terms and provisions hereof. The use of the common elements shall be subject to and governed by the provisions of this Declaration, the By-Laws and the rules and regulations promulgated from time to time by the Association.

Insurance

Nothing shall be done or kept in any Unit or in the common elements serving the Units which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in any Unit or in the common elements which will result in the cancellation of insurance on the Property, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common elements.

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Signs

Unit Owners shall not cause or permit anything to be hung or displaced on the outside or inside of windows or place on the outside walls of the Property and no sign, awnings, canopy, shutter, radio or television antenna (excepts as exists on the date of the recording hereof), shall be affixed to or place upon the exterior walls or roof or any part thereof, without the prior written consent of the Board.

Pets

ONLY, small dogs (weight limit 25 pounds), cats, fish, or birds are allowed. No reptiles of any kind are permitted within any Unit or common elements of the Property.

Prohibited Activity

No noxious odors or offensive activity shall be carried on in any Unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become annoyance or nuisance to the other Unit Owners. Nothing shall be done in any Unit or in, on or to the common elements which will impair the structural integrity of the Property or which structurally change the Property except as otherwise provided herein. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the common elements or windows, patio or balcony doors of the Unit at any time.

Damage

If, due to the act or negligent act of a Unit Owner or of the Unit Owner's family, guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the common elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent such payment is not waived or released under the provisions of Section XII or covered by the Association's insurance.

Release or Waiver

Any release or waiver referred to in Section XII hereof shall be valid only if such release or waiver does not affect the right of the insured under applicable insurance policy to recover thereunder.

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No Obstruction of Common Elements

There shall be no obstruction of the common elements nor shall anything be stored in the common elements (except in areas designated for such purpose) without the prior consent of the Board or except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his or her own Unit.

Floor Covering

In order to enhance the sound conditioning of the Property, the floor covering for all occupied Units shall meet the minimum standard as may be specified by rules and regulations or By-Laws of the Board.

No Overload

No Unit Owner or tenant(s) shall overload the electric wiring in the Property, or operate any machine, appliances, accessories or equipment in such a manner as to cause in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, accessories or equipment to the heating, electrical or plumbing systems, without the prior written consent of the Board. No Unit Owner shall overload the floors of any Unit. The use of waterbeds and similar furnishing which may cause floor overload shall be subject to the Board approval.

Permissible Activities

Nothing in this Article XII shall be construed to prevent or prohibit a Unit Owner from maintaining his or her professional, personal library or keeping his or her personal business or professional records or accounts, or handling his or her personal business or professional telephone calls, or conferring with business or professional associates, clients or customer, in his or her unit.

Reference to Unit Owner

All references to Unit Owner in this Article XII shall not only apply to the Unit Owner and his or her immediate family but shall also include any persons to whom the Unit Owner leases its Unit, any family members of such tenant and such Owner's tenant's agent, servants, employees, quests and invitees.

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Lease of Units

- (A) Except as otherwise provided in this Section, each Unit Owner or member of the Unit Owner's "Immediate Family" (as defined below) shall occupy and use his or her Unit as private residence, and the rental or leasing of Units shall be prohibited.
- (B) A Unit Owner need not be an occupant of his or her Unit if a member of the Unit Owner's immediate family (strictly defined as Unit Owner's mother, father, daughter, son, grandmother, and grandfather, through legal verification) resides in the Unit. Individuals not related to a Unit Owner may reside in a Unit with the Unit Owner or a member of the Unit Owner's immediate family. In the event that a Unit Owner is a land trust, the holder or holders of the beneficial interest in the land trust shall be deemed to be the Unit Owner for the purposes of this Section. In the event there is more than one Unit Owner of record, only one such Unit Owner shall be required to occupy his or her Unit as provided herein. Occupancy of any Unit is subject to local ordinances and regulations governing the number of occupants in the Unit.
- (C) Each Unit which is subject to a written lease agreement which had been submitted to the Association as required on or before the effective date of the Amendment (August 23, 2011, Doc. #1123557051) shall be permitted to continue to lease until that lease expires or for a period of time not to exceed two years from the effective date of the Amendment, whichever occurs first. Upon expiration of said lease or time period, the Unit no longer may be leased except within the terms of this paragraph. Non-compliance with the requirement to have a lease on file prior to the effective date of the Amendment (August 23, 2011, Doc. #1123557051) shall cause a Unit Owner to forfeit the opportunity to continue to lease his or her Unit after the effective date of the Amendment.
- (D) Except as otherwise provided in Section XII, no Unit Owner shall be permitted to lease his or her Unit or otherwise not reside in his or her Unit and allow other persons to reside therein unless a written request setting forth how the Unit Owner occupancy requirement causes a hardship to the Unit Owner is submitted to the Board and approved as provided herein. Reasons for such a hardship may include, without limitation, illness of the Unit Owner, the Unit Owner's spouse or a member of the Unit Owner's immediate family (as defined above) who resides within the Unit, the loss of employment or job relocation of the Unit Owner or the Unit Owner's spouse, or the death of the Unit Owner or the Unit

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Owner's spouse. In the event the Board determines in its sole discretion that a hardship exist, the Board may grant permission for the Unit to be leased or occupied by a person in the absence of the Unit Owner for a period of time not to exceed twenty-four (24) months. Thereafter, the Unit Owner must reapply for hardship status in order for his or her Unit to remain so occupied. The Board shall be under no obligation to grant the requested hardship status of any continuation thereof.

(E) No Unit shall be leased for transient or hotel purposes, which are defined as being for a period of less than thirty (30) days or for a period of more than (30) days where services normally furnished by a hotel (such as room service or maid service) furnished. No Unit may be sold or transferred for purpose of leasing.

(F) Any lease permitted under this paragraph or as otherwise may be allowed under the Declaration shall be in writing, shall contain fixed beginning and ending dates and shall provide that the lease shall be subject to the terms of this Declaration, the By-Laws, the Rules and Regulations of the Association and the Act and that any failure of a tenant to comply with the terms of the Declaration, the By-Laws, the Rules and Regulations and/or the Act shall be a default under the lease. The Unit Owner shall deliver to the Board a true and correct copy of the fully executed lease no later than occupancy or ten (10) days after the lease is signed, whichever occurs first.

(G) No leasing or allowing someone other than the Unit Owner to reside in his or her Unit shall relieve the Unit Owner from the obligations imposed upon him or her or his or her Unit pursuant to the Act, the Declaration, the By-Laws and the Rules and Regulations of the Association, A Unit Owner shall remain primarily liable for these obligations.

(H) In addition to the authority to levy fines against a Unit Owner for violations of this Amendment or any other provisions of the Declaration, the By-Laws or the Rules and Regulations of the Association, the Board shall have all rights and remedies available, including, without limitation, the right to maintain an action for possession against the Unit Owner and/or his or her tenants or occupants under forcible entry and detainer provisions of the Illinois Code of Civil Procedure, an action for injunctive and/or other equitable relief, and/or an action at law for damages. All unpaid charges incurred as a result of the foregoing (including, without limitation, fines, attorney's fees, court costs, title company charges and management company charges) shall be deemed to be a lien against the Unit

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and collectible in the same manner as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

(I) Notwithstanding anything to the contrary contained in this Section, neither Units owned by the Association nor leases entered into by the Association (pursuant to forcible entry and detainer provisions of the Illinois Code of Civil Procedure and/or other applicable law or by exercise of the Association's rights of first refusal) shall be subject to the leasing restrictions contained herein.

Information for the Board. In the event of a sale, transfer, gift or lease, the name, address and telephone number of the purchaser(s), donee or lessee shall be given to the Board, prior to the sale, transfer, gift, or lease for Board approval.

ARTICLE XIII

Sale or Other Alienation

Sale

Any Unit Owner or Trustee who wishes to sell his or her Unit ownership shall give to the Board not less than thirty (30) days prior written notice of his or her intent to sell, the terms of any contract to sell, entered into for Board's approval as set forth hereinafter together with a copy of such contract, the name, address, financial and character references of the proposed purchaser and such other information concerning the proposed purchaser as the Board may reasonably require. The members of the Board acting on behalf of the other Unit Owners shall at all times have the first right of refusal and option to purchase such Unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice of contract. If said option is not exercised by the Board within said thirty (30) days, the Unit Owner may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, proceed to consummate the sale or such Unit ownership to the proposed purchaser named in such notice upon terms specified therein. If the Unit Owner fails to close said proposed sale transaction within said ninety (90) days, the Unit ownership shall again become subject to the Board's right of first refusal as herein provided.

Gift

Any Unit Owner or Trustee who wishes to make a gift of his or her Unit ownership or any interest therein to any person other than a permitted party under Section XII (Lease of Units(B)) shall give to

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the Board not less than ninety (90) days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name, address, financial and character references of the intended donee and such other information concerning the intended donees as the Board may reasonably require. If the gift to such a party is not consented to by the Board and the Unit Owner insists on making said gift, the members of the Board acting on behalf of the other Unit Owners, shall at all times have the first right and option to purchase such Unit ownership or interest therein for cash at fair market value determined by arbitration as hereinafter provided, which option shall be exercisable until the date of expiration as provided herein. In the event that the Board exercises said option and the parties cannot arrive at an agreed price, then within fifteen (15) days after receipt of a written notice by the Board, the Board and the Unit Owner desiring to make such gift shall each select a qualified real estate appraiser. The two appraisers so selected shall, within ten (10) days after their selection, appoint another qualified real estate appraiser to act as the arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the arbitrator shall determine the fair market value of the Unit ownership or interest therein which the Unit Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Unit Owner and the Board, and said determination shall be conclusive upon the parties. If either party shall fail to select an appraiser, the appraiser designated by the other party shall make the appraisal. The Board's option to purchase the Unit ownership or interest therein shall expire forty-five (45) days after the date of receipt by it or written notice of such determination of fair market value. The cost of appraisal shall be divided equally between such Unit Owner and the Board and the Board's share shall be common expense.

Devise

In the event any Unit Owner dies leaving a will devising his or her Unit ownership, or any interest therein to any person or persons not heirs-at-law of the deceased Unit Owner under the Rules of Descent of the State of Illinois, and said will is admitted to probate, the members of the Board, acting on behalf of the other Unit Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit ownership or interest therein, either from the devisee or devisees thereof named in said will, or if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration as herein provided. In the event of a dispute as to purchase price, within sixty (60) days after the appointment of a personal representative for the estate of a deceased Unit Owner, the Board shall appoint a qualified real estate appraiser, and shall

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thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter, said devisee or devisees or personal representative, as the case may be shall appoint a qualified real estate appraiser. Within ten (10) days after the appointment of the two (2) said appraiser, the two so appointed shall appoint another qualified real estate appraiser to act as the arbitrator. Within fifteen (15) days thereafter, the arbitrator shall determine the fair market value of the Unit Ownership or interest therein devised by the deceased Unit Owner and shall thereupon give written notice of such determination to the Board and said devisee, devisees, or personal representative, as the case may be, and said determination shall be conclusive upon the parties. If either party shall fail to select an appraiser, the the appraiser designed by the other party shall make the appraisal. The Board's right to purchase the Unit ownership, or interest therein, at the price determined by the arbitrator shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Unit Owner is empowered to sell, and shall expire eight months (8) after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. The cost of appraisal shall be equally divided between such Unit Owner and the Board and the Board's share shall be common expense.

Involuntary Sale

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

(B) In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his Unit ownership, the Board shall have the

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right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefore against such Unit ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article XIII.

Consent of Voting Member

The Board shall not exercise any option herein above set forth to purchase any Unit ownership or interest therein without the prior consent of voting members having three-fourth ($\frac{3}{4}$) of the total votes. The Board or its duly authorized representative, acting on behalf of the other Unit Owners may bid to purchase at any sale of a Unit ownership or interest therein of any Unit Owner living or deceased, which said sale is held pursuant to an order or direction of a court, upon the prior consent of voting members having three-fourth ($\frac{3}{4}$) of the total votes, which said consent shall set forth a maximum price which the Board or its duly authorized representative is authorized to bid and pay for said Unit ownership or interest therein.

Release or Waiver of Option

Upon the consent of at least three-fourth ($\frac{3}{4}$) of the Board members, any of the options contained in this Article may be released or waived and the Unit ownership or interest therein which is subject to an option set forth in this Article, may be sold, conveyed, leased, given or devised free and clear of the provision of this Article.

Proof of Termination of Option

A certificate executed and acknowledged by the acting secretary of the Board stating that the provisions of this Article as herein above set forth have been met by a Unit 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 Unit Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Unit Owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this article have been waived, upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00).

Financing of Purchase Under Option

(A) Acquisition of Unit ownership or any interest therein under the provisions of this Article may be made from the maintenance fund or any other financing arrangement as the Board deems

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desirable. If said fund is insufficient, the Board shall levy an assessment against each Unit Owner as provided for the subject.

(B) If the members of the Board, in their discretion, borrow money to finance the acquisition of any Unit ownership or interest therein authorized by this Article, 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.

Title to Acquired Interest

Unit ownership or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the Board and their successors in office, or such nominee as they shall designate, for the benefit of all the Unit Owners. Said Unit ownership or interests therein shall be sold or leased by the members of the Board in such manner as the Board shall determine without complying with the foregoing provisions relating to the Board's rights of first refusal. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each Unit Owner in the same proportion in which the Board could levy a special assessment under the terms of this Article.

Exception to Board's Right of First Refusal

The Board's right of first refusal as provided in this Article, shall not apply to any sale, lease, gift, devise or transfer by the trustee, or any corporation, trust or other entity when the original Unit Owner or persons having at least majority control of said Unit Owner are in control of the transferee, or resulting from statutory merger consolidation, or between co-owners of the same Unit. Or any one or more of them, or to any trustee of a trust, the sole beneficiary or beneficiaries of which are the Unit Owner, the spouse or lawful child of the Unit Owner, or any one or more of them, or from any trustee of a trust to any one or more of the beneficiaries thereof.

ARTICLE XIV

Remedies

Remedies

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provisions herein contained shall give the Board the right (upon not less than ten (10) days' notice) in addition to any other rights provided for in this Declaration;

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- (a) To assess reasonable fines against the Unit Owner for continuing violations; or
- (b) To enter upon the Unit, or any portion of the Property upon which, or as the which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, and structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Land Trustee, or their successors or assigns, or the Board, or its employees or agents, shall not hereby be deemed guilty in any manner of trespass; or
- (c) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or
- (d) To take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

Defaults

In the event of any default by any Unit Owner under the provisions of the Act, Declaration, By-Laws or Rules and Regulations, the Board and its agents, or either of them, shall have each and all of the rights and remedies which may be provided in the Act, Declaration, By-Laws or said Rules and Regulations or which may be available at law or in equity and may prosecute any action or other proceedings against such defaulting Unit Owner or others, or all of them, for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to sell the same as hereinafter in this Section provided; or for any combination of such remedies or for any other relief. All fines assessed by the Board and all expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys' fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of thirteen percent (13%), per annum or 2 points above the prime rate then being published by the First National Bank of Chicago, whichever is higher, until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his or her respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for nonpayment of his or her respective share of the common expenses, upon the Unit and

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ownership interest in the common elements of such defaulting Unit Owner and upon all of his or her additions and improvements thereto and upon all of his or her personal property in his or her Unit or located elsewhere on the Property. In the event of any such default by any Unit Owner, the Board and the manager or managing agent, if any, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

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

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so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration.

ARTICLE XV

Amendments

Approval of Unit Owners

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

Consent of All Unit Owners

Notwithstanding the provisions of Section XV hereof, if the Act, or this Declaration, By-laws or Rules and Regulations, requires the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all the Unit Owners or all lien holders or both as required by the Act or this Declaration or the By-Laws. The change modificationss or rescissions, whether accomplished under either of the provisions of the preceding Section XV and this Section XV, shall be effective upon recordation of such instrument in the office of the recorder of deeds of the county where the Property is located, or registration with the registrar of titles for such county, as may be appropriate; provided, however, that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

ARTICLE XVI

General Provisions

Notices

Notices provided for in the Act, Declaration, By-Laws or Rules and Regulations shall be in writing and shall be addressed to the Board in care of its president, or to any Unit Owner at the owned Unit's address, as the case may be, or at such other address provided. The Board may designate a different address for notices to it by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address of addresses for notice to him by giving written notice of his or her change of address to the Board. Notices addressed as above shall be

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deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof. Upon written request to the Board, the holder of any recorded mortgage or trust deed encumbering any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner or Owners whose Unit is subject to such mortgage or trust deed.

Severability

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

Perpetuities and Other Rules or Property

If any one of the options, privileges, covenants or rights created by this Declaration would otherwise violate:

- (a) The rule against perpetuities or some analogous statutory provision; or
- (b) The rule restricting restraints on alienation; or
- (c) Any other statutory or common law rules imposing time limits

then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living lawful descendants of the incumbent Mayor of the Village of Lansing, the two (2) incumbent Senators of the State of Illinois and the incumbent President of the United States.

Rights and Obligations

Each grantee of the Land Trustee by the acceptance of a deed of conveyance, and each purchaser under a purchase contract therefore, and each tenant under a lease for a Unit, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and 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 the Property, and shall inure to the benefit of such Person in like manner

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as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or lease. Reference in the respective deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in this paragraph or described in any other of this Declaration, By-Laws or Rules and Regulations shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit ownership as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

No Waivers

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.

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STATE OF ILLINOIS)
) ss
 COUNTY OF COOK)

I, Rosa Howard, hereby certify that I am the duly elected and qualified Treasurer/Accountant of Forest Glen Condominium Association Inc., and as such Treasurer/Accountant, I am the keeper of the books and records of the Association.

I further certify that the attached Full Amendment to the Declaration of Condominium Ownership and of Covenants, Easements and Restrictions for Forest Glen Condominium has been approved by Unit Owners having at least three-fourth ($\frac{3}{4}$) of the total vote in the exercise of the power and authority conferred upon and vested in them by the Declaration and the By-Laws.

I further certify that a copy of the attached Full Amendment has been mailed by certified mail to all lien holders of record.

Dated at Lansing, Illinois, this 24 day of MAY, 2013.

Rosa Howard
 Treasurer/Accountant

STATE OF ILLINOIS)
)ss
 COUNTY OF COOK)

I, Katirah Young, a Notary Public in and for said county in the state aforesaid, do hereby certify that the aforesaid officer of Forest Glen Condominium Association, Inc., a condominium and an Illinois not-for-profit corporation personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that he/she act, for the uses and purposes set forth.

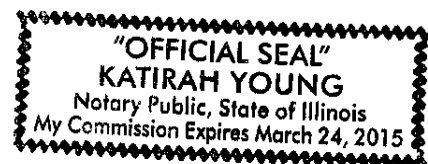
Given under my hand and notarial seal this 24 day of May, 2013.

My commission expires

March 24, 2015

Katirah Young
 Notary Public

Forest Glen Condominium Association, Inc.
 Full Declaration Amendment (2013) Doc.



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EXHIBIT "A"

BY-LAWS OF

THE FOREST GLEN CONDOMINIUM ASSOCIATION

ARTICLE 1

Members

Section 1

The members of the Forest Glen Condominium Association shall consist of the respective Unit Owners of the Property commonly known as 18550 Torrence Ave., Club House in Lansing, Illinois (the "Property"), in accordance with the respective percentages of ownership interest in the common elements of the Property owned by the respective Unit Owners, as said terms are defined in the Declaration of Condominium Ownership and of Covenants, Easements and Restrictions for Forest Glen Condominiums and of the Forest Glen Condominium Association (the "Declaration"), which Declaration is recorded in the Office of the Recorder of Deeds of the County where the Property is located, or registered with the Registrar of Titles for such County, as the case may be. (The words "member" or "members" as used in these By-Laws means and shall refer to "Unit Owner" or "Unit Owners", as the case may be, referred to in the Declaration). The Association shall only have one (1) class of membership.

Section 2

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

Section 3

Meetings of Unit Owners shall be held at such place in the county where the Property is located, as may be specified in the notice of the meeting. The initial meeting of the voting members shall be held on the date set forth in Article XV of the Declaration. Thereafter, there shall be an annual meeting of the Unit Owners on the last Tuesday of October of each succeeding year at 7:30 p.m., in Chicago time, or at such other hour specified in the written notice of such meeting. At the annual meeting the Board of Directors shall be elected, as hereinafter provided.

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Section 4

The aggregate number of votes for all Unit Owners shall be one-hundred (100), which shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the common elements. If any Unit Owner consists of more than one (1) person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one (1) person in accordance with the proxy or other designated made by the persons constituting such Unit Owner.

Section 5

If only one (1) of the multiple owners of a Unit is present at a meeting of the Association, he or she is entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. Unless the Declaration expressly provides otherwise, there is majority agreement if any one of the multiple owners casts the votes allocated to the Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

Section 6

Unless otherwise provided herein or in the Articles of Incorporation of the Association, a Unit Owner may vote by proxy executed in writing by the Unit Owner or by his or her duly authorized attorney in fact. Such proxy shall be invalid after eleven (11) months from the date of its execution, unless otherwise provided in said proxy. Every proxy must bear the date of execution and signature of Unit Owner.

Section 7

A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding at least twenty percent (20%) of the Unit Owners.

Section 8

Matters subject to the affirmative vote of not less than two-thirds (2/3) of the votes of Unit Owners at a meeting duly called for that purpose shall include, but not be limited to:

- (a) merger or consolidation of the Association

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- (b) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all, of the property an assets of the Association; and
- (c) the purchase or sale of land or of Units on behalf of all Unit Owners.

ARTICLE II

Board of Directors

Section 1

The Board of Directors of the Association (referred to in the Condominium Property Act of the State of Illinois (the "Act") as the "board of managers," and sometimes referred to herein as the "Board") shall consist of five (5) persons. At said first (1st) annual election of the five (5) elected directors to the Board, those three (3) with the greatest number of votes shall serve a term of two (2) years and the two (2) remaining shall serve a term of one (1) year. Upon expiration of the term of office of the directors so elected at said first (1st) annual election and thereafter, successor directors shall be elected for a term of two (2) years. All members of the Board shall be elected at large. Each person on the Board shall hold office until his or her successor shall be elected and qualified. The word "director" as sometimes used herein shall mean a person elected to and serving the Board. No member of the Board of Directors shall be elected for a term of more than (2) years, but a member of the Board of Directors may succeed himself or herself.

Section 2

Each director shall be a Unit Owner (or, if a Unit Owner is a corporation, partnership or trust, a director may be an officer, partner or beneficiary of such Unit Owner). If a director shall cease to meet such qualifications during his or her term, when he or she shall thereupon cease to be a director and his or her place on the Board shall be deemed vacant.

Section 3

Should a vacancy occur on the Board or among the officers the remaining members of the Board shall have the right to fill the vacancy by a two-thirds (2/3) vote until the next meeting of the Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) or more of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing

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of a petition signed by Unit Owners holding twenty percent (20%) of more of the votes of the Association requesting such a meeting.

Section 4

An annual meeting of the Board shall be held within ten (10) days following the annual meeting of Unit Owners. Special meetings of the Board shall be held upon called by the President or by a majority of the Board on not less than ten (10) days' nor more than forty (40) days' notice in writing to each director, delivered personally or by mail or email. Any director may waive notice of a meeting without notice, or consent to any action of the Board without a meeting. The Board shall meet at least four (4) times annually. A quorum of the Board shall be constituted by more than fifty percent (50%) of the members of the Board being present.

Section 5

Any director may be removed from office by the vote of two-thirds (2/3) of the total ownership of the common elements.

Section 6

Directors shall receive no compensation for their services unless expressly provided for in resolutions duly adopted by the Unit Owners.

Section 7

The Board shall have the following powers and duties:

- (a) to elect and remove the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association as hereinafter provided;
- (c) to provide for the operation, care, upkeep, maintenance, replacement and improvement of the common elements, and payments therefore, and to approve payment invoices or to delegate such approval to the officers or the manager or managing agent, if any.
- (d) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property to the manger or managing agent (and any such employees or other personnel who may be the employees of the managing agent).

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(e) to appoint subcommittees of the Board and to delegate to such subcommittees the Board's authority to carry out certain duties of the Board.

(f) to prepare, adopt and distribute the annual budget for the Property, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expense, as hereinafter provided; and maintain detailed records of receipts and expenditures affecting the use and operation of the Property.

(g) unless otherwise provided herein or in the Declaration, to comply with the instruction of a majority of the Unit Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;

(h) to exercise all other powers and duties of the Board of Managers or Unit Owners, as a group, referred to in the Act, as amended from time to time, and all powers and duties of the Board of Directors referred to in the Declaration or these By-Laws;

(i) to own, convey, encumber or lease and otherwise deal with Units conveyed to or purchased by it;

(j) to execute all Declaration of ownership for tax assessment purposes with regard to the common elements on behalf of all Unit Owners.

(k) to borrow funds to pay costs of operation or to meet its obligations, secured by assignment or pledge or rights against delinquent Unit Owners, if the Board sees fit;

(l) to enter into contracts and, generally, to have all the powers necessary or incidental to the operation and management of the Association and the common elements;

(m) to protect or defend the common elements from loss or damage by suit or otherwise and to provide adequate reserves for replacements;

(n) to adopt and amend rules and regulations covering the details of the operation and use of the Property, after a meeting of Unit Owners called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations and which conforms to the requirements of the Act and do no impair any rights guaranteed by the Constitution of the United States of the Illinois Constitution and to amend them from time to time, it being understood that, without limiting the generality of this foregoing, the Board may;

(i) regulate the conduct of members and guests in the common elements

(ii) prohibit or regulate the storage and maintenance of vehicles, cycles and other personal property on the common elements;

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- (iii) restrict pet walking to certain areas; and
- (iv) establish reasonable fines for violations of Board rules and regulations.

(o) to impose charges for late payment of a Unit Owner's proportionate share of the common expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, these By-Laws and the Rules and Regulations of the Association;

(p) unless otherwise expressly provided to the contrary herein or in the Declaration, assign its rights to future income, including the right to receive common expenses;

(q) to record the dedication of a portion of the common elements to a public body for use as, or in connection with a street or utility where authorized by the Unit Owners under provisions of the Act.

(r) to record the granting of an easement for the laying of cable television where authorized by the Act;

(s) to obtain adequate and appropriate kinds of insurance for the Property;

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

(u) to pay real property taxes, special assessments and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the Property,

(v) to seek relief on behalf of all Unit Owners when authorized pursuant to the Act from or in connection with the assessment or levying of real property taxes, special assessments and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body.

(w) to reasonably accommodate the needs of a handicapped Unit Owner as required by the Human Rights Act of the State of Illinois in exercise of its powers with respect to the use of the common elements or approval of modifications in an individual Unit.

Section 8

The Board shall provide and pay for, in addition to the managing agent or other personnel and/or services and materials above provided for, the following;

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- (a) water, waste removal, gas, sewage, electricity, telephone and other necessary utility services for the common elements;
- (b) such insurance as the Board is required or permitted to obtain pursuant to the terms of the Declaration and/or these By-Laws;
- (c) such furnishings and equipment for the common elements as the Board shall determine are necessary and proper;
- (d) payment of real property taxes, special assessments, and other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium;
- (e) all permits, license and other fees or taxes imposed by any competent government authority levied or assessed on, or as a result of ownership of the facilities located on the common elements;
- (f) maintenance and repair of all facilities for supply of water, gas, heat, sewage and waste and snow removal.

Section 9

Neither the Land Trustee (as defined in the Declaration), its beneficiaries, the members of the Board from time to time, nor any officers, agents, or employees thereof shall be liable to the Unit Owners for any mistake or judgment, or any acts of omissions, made in good faith in any such capacity and the Unit Owners shall, jointly and severally, indemnify and hold harmless, protect and defend any such persons or entities against any such claims, suits, losses, damages, costs and expenses (including attorneys' fees and costs based upon their service in such capacities.

Section 10

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 these By-Laws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners.

Section 11

The meetings of the Board shall be open to any Unit Owner, except for the portion of any meeting held;

- (a) to discuss litigation when an action against or on behalf of the particular association has been filed and is pending in court or administrative tribunal, or when the Board finds that such an

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is probable or imminent;

(b) to consider information regarding appointment, employment or dismissal of an employee, or;

(c) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of common expenses. The foregoing notwithstanding, any vote on such matters shall be taken at a meeting or portion thereof open to any Unit Owner.

(d) any Unit Owner may record the proceedings at meetings required to be open by the Act by tape, file or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

Section 12

A candidate for election to the Board of Directors, or such candidate's representative, shall have the right to be present at the counting of ballots or such election.

Section 13

In the event of a resale of a Unit, the purchaser of such from a seller to an installment contract for purchase shall, during such times as her or she resides in such Unit;

- (i) be counted toward a quorum for purposes of electing members of the Board of Directors or any meeting of Unit Owners called for the purposes of electing members of the Board of Directors;
- (ii) have the right to vote for the election of members of the Board of Directors and;
- (iii) have the right to be elected to, and serve on the Board of Directors unless the seller expressly retains any or all of such rights in writing, it being understood and agreed that in no event shall such seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board of Directors, for purposes of the foregoing:

- (i) satisfactory evidence of the installment contract shall be made available to the Association or its agents and;
- (ii) "installment contract" shall have the meaning set forth in Section 1 of "An Act" relating to installment contracts to sell dwelling structures.

ARTICLE III

Officers

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Section 1

At each Annual Meeting of the Board, the Board shall elect the following officers;

- (a) a President, who shall be a director and who shall preside over the meetings of the Board and of the Unit Owners, who shall be the chief executive officer of the Association and who shall be authorized to execute all amendments to the condominium instruments required under the Act and the condominium instruments;
- (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 of the duties incident to the office of Secretary, who may be a representative of the managing agent and who shall mail and receive notices required under these By-Laws or the Declaration;
- (d) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported;
- (e) such additional officers as the Board shall see fit to elect.

Section 2

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.

Section 3

Each officer shall hold office for the term of one (2) year and until his or her successor shall have been elected and qualified. All officers required assessments must be up to date upon election and during his or her term.

Section 4

Any officer may be removed at any time by the Board at a special meeting thereof.

Section 5

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

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ARTICLE IV

Assessments

Section 1

The Board shall cause to be prepared an estimated annual budget for each calendar year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including salaries, wages, payroll taxes, legal and accounting fees, supplies, materials, parts, services, maintenance, repairs, replacement, landscaping, insurance, power, real estate tax and insurance reserve payments, as defined in the Declaration and all other common expenses. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board. To the extent that the assessments and other cash income surplus or deficit, as the case may be, shall also be taken into account.

Section 2

The estimated annual budget for each calendar year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit Owner not later than thirty (30) days after its adoption, together with an indication of which portions are intended for capital expenditures or repairs or the payment of real estate taxes. On or before the first (1st) day of the first (1st) month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his or her respective monthly assessment for the common expenses, one-twelfth (1/12) of his or her proportionate share of the common expenses for such year as shown by the annual budget. Such proportionate share for each Unit Owner shall be in accordance with his or her respective ownership interest in the common elements as set forth in Exhibit "D" of the Declaration. The Board may cause to be sent to each Unit Owner on or before the first (1st) day of each month a statement of the monthly assessment of such Unit Owner for such month, but the failure to send or to receive such monthly statement shall not relieve any Unit Owner of his or her obligation to pay his or her monthly assessment on or before the first day of each month. In the event that the Board shall not have approved as estimated annual budget or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his or her respective monthly assessment as last determined. Each Unit Owner shall pay his or her monthly assessment on or before the first day of each month to the manager or managing agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his or her obligation to pay his or her assessments for common expenses by abandoning or not using his or her Unit or the common elements.

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

Section 3

For the first (1st) calendar year the annual budget shall be as approved by the first Board. If such first (1st) year, or any succeeding year, shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of occupancy of his or her Unit by each Unit Owner, such Unit Owner shall pay his or her assessment for the following month or fraction of a month, which assessment shall be in proportion to his or her respective ownership interest in the common elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be as computed by the Board.

Section 4

The Board of Directors shall annually supply to all Unit Owners an itemized accounting of the common expenses for the preceding year actually incurred and paid, together with an indication of which portions were for capital expenditures or repairs or the 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.

Section 5

In the event that during the course of any year, it shall appear to the Board that the monthly assessments determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget.

Section 6

The Board shall not approve any single capital expenditure in excess of Twenty Thousand and No/100 Dollars (\$20,000.00) unless required for emergency repair, protection of operation of the common elements, nor shall the Board enter into any contracts for more than three (3) years without the prior

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of two-thirds (2/3) of the total ownership of the common elements.

Section 7

It shall be the duty of every Unit Owner to pay his or her proportionate share of the common expenses in the same proportion that his or her percentage of ownership in the common elements bears to the total thereof, as set forth in the Declaration, and as assessed in the manner herein provided. If the Unit Owner shall fail to pay the common expense when due, or shall fail to maintain any of the escrow deposits required, the amount thereof shall constitute a lien on the interest of such Unit Owner in his or her Unit and the Property. The Association and the Board shall have the authority to exercise and enforce any and all rights remedies as provided for in the Act, the Declaration or these By-Laws, or such rights and remedies as are otherwise available at law or in equity, for the collection of all unpaid assessments or escrow deposits.

Section 8

The Board shall cause detailed and accurate records to be maintained in chronological order, with respect to receipts and expenditures affecting the common elements, specifying and itemizing the common expenses incurred. Such payment vouchers may be approved in such a manner as the Board may determine. All records and vouchers authorizing the payments shall be available for examination by the Unit Owners during regular business hours on Monday through Friday. The Board shall, upon receipt of a ten (10) days' notice to it or the Association and upon payment of a reasonable fee, furnish to any Unit Owner a statement of his or her account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

Section 9

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

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Section 10

Each Unit Owner by acceptance of a deed therefore whether or not it shall be so expressed in any such deed or other conveyance of such Unit, covenants, and agrees, and shall be deemed to have agreed, to pay to the Association such assessments and charges as are levied pursuant to the provisions of the Declaration and these By-Laws. Such assessments and charges together with interest thereon and cost of collection, if any, as hereinafter provided, shall be a charge and continuing lien upon the Unit (the extent provided within the Declaration) against which such assessment or charge is made and upon the Unit Membership appurtenant thereto. Each such assessment, and charge, together with interest and costs, shall also be the personal obligation of the member who was the Owner of such Unit at the time when the assessment fell due.

Section 11

The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and in particular;

- (a) for the improvement and maintenance of the services and facilities related to the use and enjoyment of the common elements;
- (b) for the payment of heating charges, water, taxes and insurance on and making repairs, replacements and additions to the common elements;
- (c) for defraying the cost of labor, equipment, material and office and utility space required for the management and maintenance of the common elements; and
- (d) in general for carrying out the duties of the Board as set forth in the Declaration and these By-Laws and for carrying out the purposes of the Association and stated therein and herein.

Section 12

Assessments shall consist of:

- (a) general assessments levied monthly, or at such other intervals as the Board may deem appropriate in such amounts the Board deems necessary in its judgment to cover all estimated costs and expense of the Association of any operating nature;
- (b) special assessments which may be levied only for the purposes of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the common elements, including the necessary fixtures and personal property

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related thereto or for any other reason and

(c) special assessments which may be levied against a Unit Owner as a fine for violations of Board rules or regulations, or both.

Section 13

The Board shall establish and maintain reasonable reserves for contingencies and replacements. Extraordinary expenditures not originally included in the general assessment, which may become necessary during the year shall be charged first against such reserve. If said general assessment proved inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board may at any time levy a further assessment.

Section 14

No special assessment may be levied by the Board in excess of the greater of four times the total monthly assessment of all Unit Owners or Twenty-Five Thousand and No/100 Dollars (\$25,000.00) in the aggregate unless such assessment is approved by a vote of the Unit Owners of two-thirds (2/3) of the Units which shall bear such special assessment.

Section 15

All general assessments shall be effective on the date and for the period fixed by the Board, and shall be payable monthly, in advance on the first day of each month. The due date or dates, if it is to be paid in installments, of any special assessment shall be fixed in the resolution authorizing such assessment. Written notice of each special assessment shall be delivered or mailed to every Unit Owner subject thereto not less than (10) days prior to the effective or due date thereof.

Section 16

The Board, may establish, and each member shall pay, user charges to defray the expense of providing services, facilities or benefits which may not be used equally proportionately by all of the members or which, in the judgment of the Board, as the case may be, should not be charged to every member. Such expenses may include, without limitation, fees for the use of facilities located in the common elements; charges predicated on the negligence of any member or the abuse of any part of the common elements and fees for such other services and facilities provided to members which should not reasonably be allocated among all of the members in the same manner as assessments. Such user charges may be

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billed separately as each member benefits thereby, or may be added to such member's assessment as otherwise determined, and collected as part thereof pursuant to this Declaration. Nothing herein shall require the establishment of user charges as hereinafter authorized, and the Board may elect to treat all or any portion thereof as expenses to be defrayed by assessments.

Section 17

The lien of the assessments provided for herein shall be subordinate to the lien of any first (1st) mortgage. The sale or transfer of any Unit shall not affect the lien for assessments. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof other than as provided herein.

Section 18

Assessments and charges, and all installments thereof, not paid on or before fifteen (15) days after the date when due shall bear interest at the rate of thirteen percent (13%) per annum or 2 points above the prime rate then being published by the First National Bank of Chicago, whichever is higher, from the date when due until paid. All payments on account shall be credited first to interest due and then to the assessment or charge. The Association shall have no authority to forbear the payment of assessment by any Unit Owner.

Section 19

In the event that an adopted budget requires assessment against the Unit Owners in any fiscal year or calendar year exceed one hundred fifteen percent (115%) of the assessments for the preceding year, the Board upon written petition by the Unit Owners with twenty percent (20%) or more of the votes of the Association filed within fourteen (14) days of Board action, shall call a meeting of Unit Owners within thirty (30) days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the Unit Owners are cast at the meeting to reject the budget, it is ratified, whether or not a quorum is present. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, may authorized provisions for reasonable reserves for repair or replacement of condominium property, and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

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Section 20

Any non-recurring common expense, and common expense not set forth in the adopted budget and any assessment over the amount set forth in the adopted budget shall be separately assessed against all Unit Owners, it being understood and agreed that any such separate assessment shall be subject to approval by the affirmative vote of at least two-thirds (2/3) of the Unit Owners voting at a meeting of Unit Owners called for the purpose of approving such assessment if it involved proposed expenditures resulting in a total payment assessed to a Unit equal to the greater of ;

- (a) five hundred percent (500%) of the Unit's most recent common expense assessment calculated on a monthly basis or;
- (b) three hundred and no/100 dollars (\$300.00).

ARTICLE V

Use and Occupancy Restrictions

Section 1

ONLY, small dogs (weight limit 25 pounds), cats, fish, or birds are allowed. No reptiles of any kind are permitted within any Unit or common elements of the Property.

Section 2

No unlawful, noxious or offensive activities smells or noise shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable smells, noise or disturbance to others.

Section 3

Each Unit Owner and his tenants shall maintain his or her Unit in good condition and in good order and repair, at his or her own expense, and shall not do or allow anything to be done in his or her Unit which may increase the rate or cause the cancellation of insurance on other Units or on the common elements. No Unit Owner or his or her tenant(s) shall display, hang, store or use any signs, clothing, sheets, blankets, laundry or other articles outside his or her unit, or which may be visible through his or her windows from the outside (other than draperies, curtains, blinds or shades of a customary nature and appearance, such a beige, white or off-white in color, subject to the Rules and Regulations of the Board), or decorate or adorn the outside of his or her Unit, or install outside her or her Unit any canopy

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or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind, or make any other equipment, fixtures or items of any kind, or make any other alteration, change, addition to or deletion from his or her Unit of any nature which will, or may be visible from the exterior of his or her Unit, without the prior written permission of the Board.

Section 4

Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations of the Board.

Section 5

Articles of personal property belonging to any Unit Owner or tenant(s), such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in any corridors, hallways, lobbies, balconies, patios or common areas, except as specifically designed by the Board.

Section 6

All restriction listed and enumerated in the Declaration are incorporated herein and made a part hereof by this reference.

ARTICLE VI

Amendments

These By-Laws may be amended or modified from time to time by action or approval of two-thirds (2/3) of the total ownership of the common elements. Such amendments shall be recorded in the Office of the Recorder of Deeds or registered with the Registrar of Title where the Property is located, as the case may be.

ARTICLE VII

Notice of Meetings

Section 1

Each member of the Association shall be given notice of the annual meeting no less than ten (10) days and no more than thirty (30) days prior to such meeting. Special meetings of the members may be

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called at any time for the purposes of considering matters which, by the terms of this Declaration, other reasonable purpose. Said meetings can be called by the President of the Association, the Board of Directors or by at least twenty percent (20%) of the Unit Owners. Notice shall be given to each member no less than ten (10) or more than thirty (30) days prior to a special meeting stating the purpose of such meeting. Such notices shall be given in writing, by mail to the place designated by the member of the Association. All notices hereunder shall indicate the time, place and purpose of such meeting. Matters to be submitted at special meetings of the members shall first (1st) be submitted to the Board, at least ten (10) days prior to the special meeting, which shall then submit the matters to the members.

Section 2

Each member of the Association shall receive notice, in the same manner as is provided for membership meetings, or any meeting of the Board of Directors concerning the adoption of the proposed annual budget or any increase thereof or the establishment of any assessment.

Section 3

To the extent provided by law the meeting of the Board of Directors shall be open to all members of the Association. Notice of such meetings shall be mailed to all members of the Association at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice pursuant to the Declaration, these By-Laws, another condominium instrument or a provision of law other than the Act before the meeting is conveyed. Copies of notices of meetings of the Board of Directors shall be posted in entranceways, or other conspicuous places on the Property at least forty-eight (48) hours prior to the meeting of the Board of Directors except that where there is no common entranceway for seven (7) or more Units, the Board of Directors may designate one (1) or more locations in the proximity of such Units where the notices of meetings shall be posted.

Section 4

When thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of members specified in the Declaration or these By-Laws shall require the specified percentage by number of Units rather than by percentage of interest in the common elements allocated to Units that would otherwise be applicable.

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Section 5

The Board of Directors shall deliver to any Unit Owner the names, addresses, telephone numbers (if available) and weighted vote of each Unit Owner entitled to vote at a meeting to elect the Board of Directors within three (3) working days of a request for same.

ARTICLE VIII

Miscellaneous

Section 1

Unless a greater percentage is otherwise required under the Declaration no merger or consolidation of the Association; sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the Property and assets of the Association; or purchase or sale of land or of Units on behalf of all Unit Owners shall be effectuated unless there is an affirmative vote of seventy-five percent (75%) of the total ownership of the common elements.

Section 2

The provisions of the Act, the Declaration, these By-Laws, other condominium instruments and Rules and Regulations which relate to the use of the individual Unit or the common elements shall be applicable to any person leasing a Unit shall be deemed to be incorporated into all leases.

Section 3

The Board of Directors or manager of the Association shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the Unit Owners or their mortgages and their duly authorized agents or attorneys:

- (a) Copies of the recorded Declaration, By-Laws, other condominium instruments and any amendments, Articles of Incorporation of the Association, annual reports and any rules and regulations adopted by the Association or its Board of Directors.
- (b) Detailed accurate records 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, and copies of all contracts, leases, or other agreements entered into by the Association.
- (c) The minutes of all meetings of the Association and Board of Directors. The Association shall maintain such minutes for a period of not less than seven (7) years.

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(d) Ballots for all elections to the Board of Directors and for any other matters voted on by the Unit Owners. The Association shall maintain such ballots for a period of not less than one (1) year.

(e) Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 25 of the General Not-For-Profit Corporation Act of the State of Illinois.

The Association or the Board of Directors may charge a reasonable fee for copying of any documents.

Section 4

The Board of Directors shall require that all officers, employees or the persons who either handle or are responsible for funds held or administered by the Association furnish fiduciary insurance coverage which covers the maximum amount of funds that will be in the custody of the Association plus the reserve fund of the Association, the premium cost of which shall be paid by the Association. For purposes of the foregoing, the term "fiduciary insurance coverage" shall be deemed to mean both a fidelity bond and directors and officers liability coverage, it being understood and agreed that the fidelity bond shall be in the full amount of Association funds and Association reserves which will be in the custody of the Association and the directors and officers liability coverage shall be of a level determined to be reasonable by the Board of Directors, if not otherwise established by the Declaration or these By-Laws.

Section 5

The Board of Directors shall require that all management companies who either handle or are responsible for funds held or administered by the Association shall furnish a fidelity bond to the Association which covers the maximum amount of the funds and reserves of the Association which will be in the custody of such management company, the premium cost of which shall be paid by the Association, and shall, at all times maintain a separate account for each reserve fund, for the total operating funds of the Association managed by such management company and for all other funds of such management company, it being understood and agreed that such management company may hold all operating funds of the Associations which it manages in a single operating account but shall at all times maintain records identifying all funds of each Association in such operating account. For purposes of the foregoing, a management company shall be deemed to be a person, partnership, corporation or other legal entity entitled to transact business on behalf of others, acting on behalf of,

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or as an agent for, a Unit Owner, Unit Owners or an 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 a Property subject to the Act.

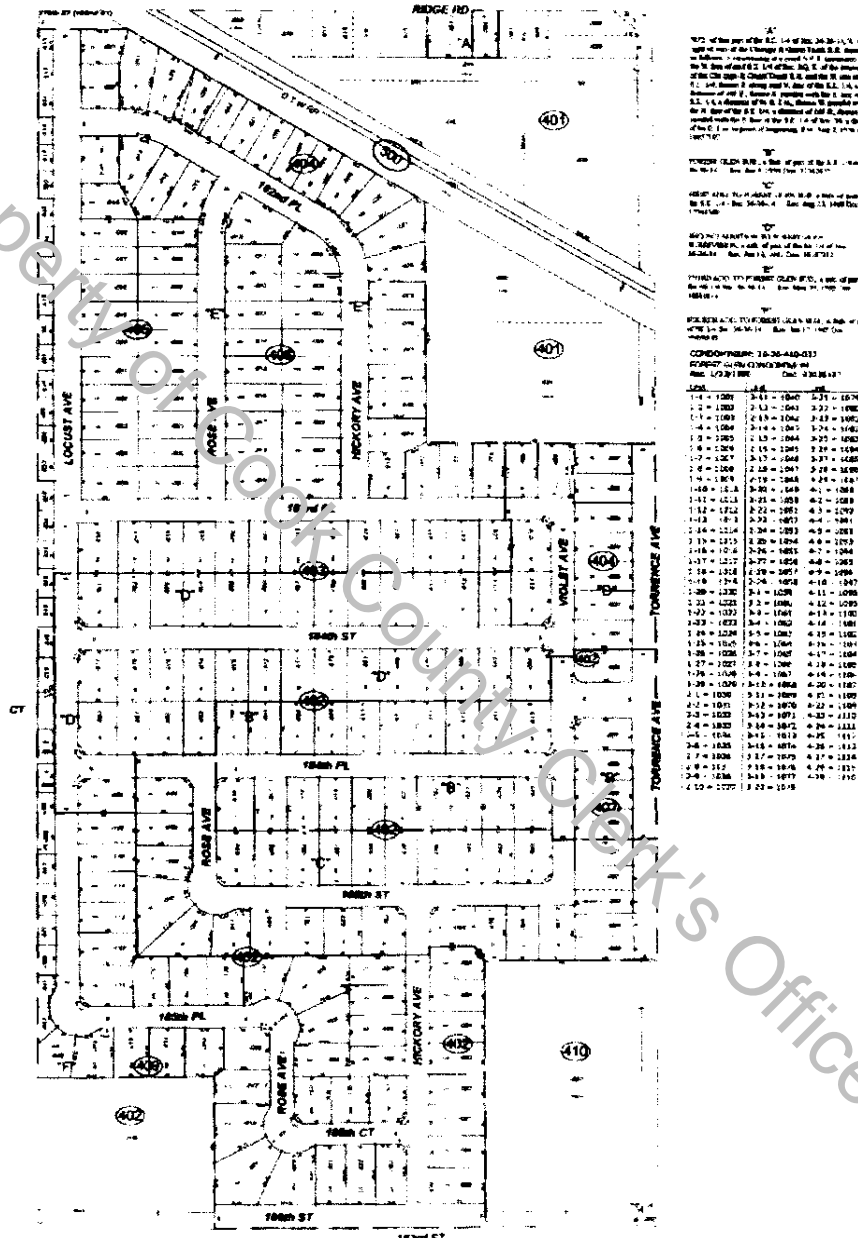
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Cook IL 2013-2014 - 29-38-410-003-1108 2345 185th Ct #19, Lansing, IL 60438-2683 Cook County, Sheet 2 of 2

EXHIBIT "B" - PLAT MAP

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EXHIBIT "D"

UNIT PARCEL I.D. NUMBERS AND ADDRESS

BUILDING 1

Unit Number	PIN Number	Address
1	29-36-410-003-1001	18550 Torrence Ave. Lansing, IL. 60438
2	29-36-410-003-1002	18550 Torrence Ave. Lansing, IL. 60438
3	29-36-410-003-1003	18550 Torrence Ave. Lansing, IL. 60438
4	29-36-410-003-1004	18550 Torrence Ave. Lansing, IL. 60438
5	29-36-410-003-1005	18550 Torrence Ave. Lansing, IL. 60438
6	29-36-410-003-1006	18550 Torrence Ave. Lansing, IL. 60438
7	29-36-410-003-1007	18550 Torrence Ave. Lansing, IL. 60438
8	29-36-410-003-1008	18550 Torrence Ave. Lansing, IL. 60438
9	29-36-410-003-1009	18550 Torrence Ave. Lansing, IL. 60438
10	29-36-410-003-1010	18550 Torrence Ave. Lansing, IL. 60438
11	29-36-410-003-1011	18550 Torrence Ave. Lansing, IL. 60438
12	29-36-410-003-1012	18550 Torrence Ave. Lansing, IL. 60438
13	29-36-410-003-1013	18550 Torrence Ave. Lansing, IL. 60438
14	29-36-410-003-1014	18550 Torrence Ave. Lansing, IL. 60438
15	29-36-410-003-1015	18550 Torrence Ave. Lansing, IL. 60438
16	29-36-410-003-1016	18550 Torrence Ave. Lansing, IL. 60438
17	29-36-410-003-1017	18550 Torrence Ave. Lansing, IL. 60438
18	29-36-410-003-1018	18550 Torrence Ave. Lansing, IL. 60438
19	29-36-410-003-1019	18550 Torrence Ave. Lansing, IL. 60438
20	29-36-410-003-1020	18550 Torrence Ave. Lansing, IL. 60438
21	29-36-410-003-1021	18550 Torrence Ave. Lansing, IL. 60438
22	29-36-410-003-1022	18550 Torrence Ave. Lansing, IL. 60438
23	29-36-410-003-1023	18550 Torrence Ave. Lansing, IL. 60438
24	29-36-410-003-1024	18550 Torrence Ave. Lansing, IL. 60438
25	29-36-410-003-1025	18550 Torrence Ave. Lansing, IL. 60438
26	29-36-410-003-1026	18550 Torrence Ave. Lansing, IL. 60438
27	29-36-410-003-1027	18550 Torrence Ave. Lansing, IL. 60438
28	29-36-410-003-1028	18550 Torrence Ave. Lansing, IL. 60438
29	29-36-410-003-1029	18550 Torrence Ave. Lansing, IL. 60438

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EXHIBIT "D"

UNIT PARCEL I.D. NUMBERS AND ADDRESS

BUILDING 2

Unit Number	PIN Number	Address
1	29-36-410-003-1030	2340 186 th Street Lansing, IL. 60438
2	29-36-410-003-1031	2340 186 th Street Lansing, IL. 60438
3	29-36-410-003-1032	2340 186 th Street Lansing, IL. 60438
4	29-36-410-003-1033	2340 186 th Street Lansing, IL. 60438
5	29-36-410-003-1034	2340 186 th Street Lansing, IL. 60438
6	29-36-410-003-1035	2340 186 th Street Lansing, IL. 60438
7	29-36-410-003-1036	2340 186 th Street Lansing, IL. 60438
8	29-36-410-003-1037	2340 186 th Street Lansing, IL. 60438
9	29-36-410-003-1038	2340 186 th Street Lansing, IL. 60438
10	29-36-410-003-1039	2340 186 th Street Lansing, IL. 60438
11	29-36-410-003-1040	2340 186 th Street Lansing, IL. 60438
12	29-36-410-003-1041	2340 186 th Street Lansing, IL. 60438
13	29-36-410-003-1042	2340 186 th Street Lansing, IL. 60438
14	29-36-410-003-1043	2340 186 th Street Lansing, IL. 60438
15	29-36-410-003-1044	2340 186 th Street Lansing, IL. 60438
16	29-36-410-003-1045	2340 186 th Street Lansing, IL. 60438
17	29-36-410-003-1046	2340 186 th Street Lansing, IL. 60438
18	29-36-410-003-1047	2340 186 th Street Lansing, IL. 60438
19	29-36-410-003-1048	2340 186 th Street Lansing, IL. 60438
20	29-36-410-003-1049	2340 186 th Street Lansing, IL. 60438
21	29-36-410-003-1050	2340 186 th Street Lansing, IL. 60438
22	29-36-410-003-1051	2340 186 th Street Lansing, IL. 60438
23	29-36-410-003-1052	2340 186 th Street Lansing, IL. 60438
24	29-36-410-003-1053	2340 186 th Street Lansing, IL. 60438
25	29-36-410-003-1054	2340 186 th Street Lansing, IL. 60438
26	29-36-410-003-1055	2340 186 th Street Lansing, IL. 60438
27	29-36-410-003-1056	2340 186 th Street Lansing, IL. 60438
28	29-36-410-003-1057	2340 186 th Street Lansing, IL. 60438
29	29-36-410-003-1058	2340 186 th Street Lansing, IL. 60438

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EXHIBIT "D"

UNIT PARCEL I.D. NUMBERS AND ADDRESS

BUILDING 3

Unit Number	PIN Number	Address
1	29-36-410-003-1059	18555 Hickory Court Lansing, IL. 60438
2	29-36-410-003-1060	18555 Hickory Court Lansing, IL. 60438
3	29-36-410-003-1061	18555 Hickory Court Lansing, IL. 60438
4	29-36-410-003-1062	18555 Hickory Court Lansing, IL. 60438
5	29-36-410-003-1063	18555 Hickory Court Lansing, IL. 60438
6	29-36-410-003-1064	18555 Hickory Court Lansing, IL. 60438
7	29-36-410-003-1065	18555 Hickory Court Lansing, IL. 60438
8	29-36-410-003-1066	18555 Hickory Court Lansing, IL. 60438
9	29-36-410-003-1067	18555 Hickory Court Lansing, IL. 60438
10	29-36-410-003-1068	18555 Hickory Court Lansing, IL. 60438
11	29-36-410-003-1069	18555 Hickory Court Lansing, IL. 60438
12	29-36-410-003-1070	18555 Hickory Court Lansing, IL. 60438
13	29-36-410-003-1071	18555 Hickory Court Lansing, IL. 60438
14	29-36-410-003-1072	18555 Hickory Court Lansing, IL. 60438
15	29-36-410-003-1073	18555 Hickory Court Lansing, IL. 60438
16	29-36-410-003-1074	18555 Hickory Court Lansing, IL. 60438
17	29-36-410-003-1075	18555 Hickory Court Lansing, IL. 60438
18	29-36-410-003-1076	18555 Hickory Court Lansing, IL. 60438
19	29-36-410-003-1077	18555 Hickory Court Lansing, IL. 60438
20	29-36-410-003-1078	18555 Hickory Court Lansing, IL. 60438
21	29-36-410-003-1079	18555 Hickory Court Lansing, IL. 60438
22	29-36-410-003-1080	18555 Hickory Court Lansing, IL. 60438
23	29-36-410-003-1081	18555 Hickory Court Lansing, IL. 60438
24	29-36-410-003-1082	18555 Hickory Court Lansing, IL. 60438
25	29-36-410-003-1083	18555 Hickory Court Lansing, IL. 60438
26	29-36-410-003-1084	18555 Hickory Court Lansing, IL. 60438
27	29-36-410-003-1085	18555 Hickory Court Lansing, IL. 60438
28	29-36-410-003-1086	18555 Hickory Court Lansing, IL. 60438
29	29-36-410-003-1087	18555 Hickory Court Lansing, IL. 60438

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EXHIBIT "D"

UNIT PARCEL I.D. NUMBERS AND ADDRESS

BUILDING 4

Unit Number	PIN Number	Address
1	29-36-410-003-1088	2345 185 th Court Lansing, IL. 60438
2	29-36-410-003-1089	2345 185 th Court Lansing, IL. 60438
3	29-36-410-003-1090	2345 185 th Court Lansing, IL. 60438
4	29-36-410-003-1091	2345 185 th Court Lansing, IL. 60438
5	29-36-410-003-1092	2345 185 th Court Lansing, IL. 60438
6	29-36-410-003-1093	2345 185 th Court Lansing, IL. 60438
7	29-36-410-003-1094	2345 185 th Court Lansing, IL. 60438
8	29-36-410-003-1095	2345 185 th Court Lansing, IL. 60438
9	29-36-410-003-1096	2345 185 th Court Lansing, IL. 60438
10	29-36-410-003-1097	2345 185 th Court Lansing, IL. 60438
11	29-36-410-003-1098	2345 185 th Court Lansing, IL. 60438
12	29-36-410-003-1099	2345 185 th Court Lansing, IL. 60438
13	29-36-410-003-1100	2345 185 th Court Lansing, IL. 60438
14	29-36-410-003-1101	2345 185 th Court Lansing, IL. 60438
15	29-36-410-003-1102	2345 185 th Court Lansing, IL. 60438
16	29-36-410-003-1103	2345 185 th Court Lansing, IL. 60438
17	29-36-410-003-1104	2345 185 th Court Lansing, IL. 60438
18	29-36-410-003-1105	2345 185 th Court Lansing, IL. 60438
19	29-36-410-003-1106	2345 185 th Court Lansing, IL. 60438
20	29-36-410-003-1107	2345 185 th Court Lansing, IL. 60438
21	29-36-410-003-1108	2345 185 th Court Lansing, IL. 60438
22	29-36-410-003-1109	2345 185 th Court Lansing, IL. 60438
23	29-36-410-003-1110	2345 185 th Court Lansing, IL. 60438
24	29-36-410-003-1111	2345 185 th Court Lansing, IL. 60438
25	29-36-410-003-1112	2345 185 th Court Lansing, IL. 60438
26	29-36-410-003-1113	2345 185 th Court Lansing, IL. 60438
27	29-36-410-003-1114	2345 185 th Court Lansing, IL. 60438
28	29-36-410-003-1115	2345 185 th Court Lansing, IL. 60438
29	29-36-410-003-1116	2345 185 th Court Lansing, IL. 60438

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EXHIBIT "E"

OWNERS VOTING PERCENTAGE - FOR ALL BUILDINGS

UNIT NUMBER	PERCENTAGE
1	1.15
2	.85
3	.85
4	.95
5	.95
6	.61
7	.61
8	.85
9	1.15
10	1.15
11	.85
12	.85
13	.54
14	.95
15	.95
16	.61
17	.61
18	.85
19	1.15
20	1.15
21	.85
22	.85
23	.54
24	.95
25	.95
26	.61
27	.61
28	.85
29	1.15

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