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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND
COVENANTS FOR
THIRTEEN TEN MAPLE AVENUE CONDOMINIUM**

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

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR THIRTEEN TEN MAPLE AVENUE CONDOMINIUM

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Exhibit A: Legal Description and PINs

Exhibit B: Affidavit of Mailing

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR THIRTEEN TEN MAPLE AVENUE CONDOMINIUM

WHEREAS, the Association and its owners are the record owners of the following described real estate:

Lots 3, 4, and 5 in the Subdivision of Lot 1 (except the South 33 feet thereof) and Lots 2 and 3 and the South 3 feet of Lot 4 in Block 42 of Evanston, in fractional section 18, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

and

WHEREAS, the above described real estate is improved with a 5-story apartment building containing 20 residential apartment units which building is commonly known as Thirteen Ten Maple Avenue, Evanston, Illinois; and

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

WHEREAS, there has been established, for the benefit of such owners and for the mutual benefit of all future owners or occupants of the property, or any part thereof, which shall be known as "Thirteen Ten Maple Avenue Condominium", certain easements and rights in, over and upon said premises and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the owners, mortgagees, occupants, 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 cooperative 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:

WHEREAS, no less than two-thirds (2/3) of the Board has approved this Amended and Restated Declaration at a meeting held on 10-2, 2013, pursuant to Section 27(b) of the Illinois Condominium Property Act (as defined below). Further, a copy of this Amended and Restated Declaration has been mailed by certified mail to all lienholders of record.

NOW, THEREFORE, the Association and its Owners declare as follows:

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ARTICLE I

DEFINITIONS

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

- Act: The "Condominium Property Act" of the State of Illinois. 765 ILCS 605/1, *et seq.*
- Board: The Board of Directors of 1310 Maple Condominium Association.
- Building: The Building located on the Parcel containing the Units, as more specifically hereafter described in Article II.
- Common Elements: All portions of the Property except the units.
- Declaration: This instrument, the Amended and Restated Declaration of Condominium Ownership, as hereinafter provided, and such Declaration as amended from time to time.
- Limited Common Elements: A portion of the Common Elements set aside and allocated for the restricted use of certain Units as hereinafter provided and as is designated on the Plat.
- Parcel: The entire tract of real estate above described.
- Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- Property: All the land, property and space comprising the Parcel, all improvements and structures constructed or contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of the unit owners.
- Occupant: Person or persons, other than an Owner, in possession of a Unit.
- Original Declaration: The Declaration of Condominium Ownership first recorded with the Cook County Recorder of Deeds against the Property as Document Number 22 679 030 on June 19, 1973.
- Owner: The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit Ownership. For the purposes of Article VIII hereof, unless otherwise specifically provided therein the word "Owner" shall include any

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beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to a Unit.

Unit: A part of the property within the Building including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for a one-family dwelling or such other uses permitted by this Declaration, and having lawful access to a public way.

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

ARTICLE II

UNITS

2.01 **Description and Ownership.** All Units in the Building located on the Parcel are delineated on the Plat and made a part of this Declaration, and are legally described as follows:

Units 2-A, 3-A, 4-A, 5-A, 2-B, 3-B, 4-B, 5-B, 2-C, 3-C, 4-C, 5-C, 2-D, 3-D, 4-D, 5-D, 2-E, 3-E, 4-E, 5-E, as delineated on the survey of Lots 3, 4, and 5 in the Subdivision of Lot 1 (except the South 33 feet thereof) and Lots 2 and 3 and the South 3 feet of Lot 4 in Block 42 of Evanston, in fractional Section 18, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership made by Chicago Title and Trust Company, a corporation of Illinois, as Trustee under Trust Number 62433 recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 22 679 030.

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

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

2.03 **Mortgages.** Each Unit Owner shall have the right, subject to the provisions herein, to make separate mortgages for his respective Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create, or cause to be made or created from the date hereof, any mortgage or other lien on or affecting the Property or any part thereof, except only to the extent of his own Unit and the respective percentage interest in the Common Elements corresponding thereto.

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2.04 Separate Real Estate Taxes. Real estate taxes shall be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that such taxes for any year are not separately taxes to each Unit Owner, but rather are taxed on the Property as a whole then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements, and, in said event, such taxes shall be a common expense.

ARTICLE III

COMMON ELEMENTS

3.01 Description. Except as otherwise in this Declaration provided, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, outside walks and driveways, landscaping, stairways, entrances and exits, halls, balconies, lobbies, corridors, storage areas, roof, structural parts of the Building, Parking Garage, Parking Area, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, and such component parts of walls, floors and ceilings as are not located within the Units.

3.02 Ownership of Common Elements. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners of the Property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. The extent or amount of such ownership shall be expressed by a percentage amount and, once determined, shall remain constant, and may not be changed without unanimous approval of all Owners. Each Unit's corresponding percentage of ownership in the Common Elements has been established.

3.03 Use of Common Elements.

a. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases made by or assigned to the Board) in common with all other Unit Owners, as may be required for the purposes of access, ingress to, 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 not only each Unit Owner, but also to his agents, servants, tenants, family members, customers, invitees and licensees. Such rights to use the Common Elements, including the garage and the Limited Common Elements, shall be subject to and governed by the provisions of the Act, Declaration, Bylaws and rules and regulations of the Association. In addition, the Association shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of the Declaration and Bylaws. All income derived

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by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

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

3.04 Transfer of Limited Common Elements. The use of the parking spaces designated as Limited Common Elements may be transferred between Unit Owners at their expense, provided that the transfer may be made only in accordance with the condominium instruments and the provisions of this Declaration. Each transfer shall be made by an amendment to the Declaration executed by all Unit Owners who are parties to the transfer and consented to by all other Unit Owners who have any right to use the Limited Common Elements affected. The amendment shall contain a certificate showing that a copy of the amendment has been delivered to the Board of Managers. The amendment shall contain a statement from the parties involved in the transfer which sets forth any changes in the parties' proportionate shares. If the parties cannot agree upon a reapportionment of their respective share, the Board of Managers shall decide such reapportionment. No transfer shall become effective until the amendment has been recorded.

Rights and obligations in respect to any Limited Common Element shall not be affected, nor shall any transfer of it be effective, unless a transaction is in compliance with the requirements of this Section.

ARTICLE IV

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

4.01 Submission of Property to "Condominium Property Act." The Property is submitted to the provisions of the "Condominium Property Act" of the State of Illinois.

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

4.03 Easements.

a. Encroachments. In the event that, by reason of the construction, settlement or shifting of the Building, any part of the Common Elements encroaches or

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shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or, if by reason of the design or construction of any Unit, it shall be necessary or advantageous to an Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to said Unit, which will not unreasonably interfere with the use or enjoyment of the Common Elements by other Unit Owners, or, if by reason of the design or construction of utility and ventilation systems, any main pipes, ducts or conduits sewing more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Building shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Owners and if it occurred due to the willful conduct of any Owner.

b. Utility Easements. Public utilities serving the Property are hereby granted the right to lay, construct, renew, alter, remove, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Elements for the purpose of providing utility services to the Property.

The Board or Association may hereafter grant other or additional easements for utility purposes and for other purposes including such easements as the Board may from time to time request including, but not limited to, such easements as may be required to construct, keep and maintain improvements upon the Common Elements, for the benefit of the Property, over, under, along and on any portion of said Common Elements, except under Buildings, and each Unit Owner hereby grants the Board or Association 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 (provided that with respect to all easements granted hereby or pursuant hereto, no Unit Owner shall be deprived of, or be subjected to material interference with, the use of his Unit or any Limited Common Element serving his Unit, other than reasonably and temporarily). Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wire, ducts, conduits, public utility lines, commercial entertainment lines, components of the communications systems, if any, or structural components, which may run through the walls of a Unit and which constitute or will constitute Common Elements, whether or not such walls lie in whole or in part within the Unit boundaries. Easements are also hereby declared and granted to provide for the reading of water meters which serve a Common Area, which meters may be located within a Unit.

The Board may hereafter grant other or additional easements for utility or commercial entertainment purposes for the benefit of the Property over, under, along and on any portion of said Common Elements, and each Unit Owner and each mortgagee of a unit hereby grants the Board an irrevocable power of attorney coupled with an interest to

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execute, acknowledge and record in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing.

c. Balconies. A valid exclusive easement is hereby declared and established for the benefit of each Unit and its Owner, consisting of the right to use and occupy the balcony adjoining the Unit; provided, however, that no Owner shall decorate, fence, enclose, landscape, adorn or alter any such balcony in any manner contrary to such rules and regulations as may be established by the Board, as hereinafter provided, or unless he shall first obtain the written consent of said Board to do so.

d. Air Conditioners. A valid exclusive easement is hereby declared and established for the benefit of each Unit and its Owner, consisting of the right to use for the purpose of placing and operating air conditioners therein the air conditioner sleeves adjoining the Unit. No air conditioners or similar cooling devices shall be placed or operated in any of the windows of the building. No Owner shall decorate, adorn or alter such air conditioner sleeves in any manner contrary to such rules and regulations as may be established by the Board, or unless he shall first obtain the written consent of said Board to do so.

e. Storage Locker Area. The Storage Locker Area in the building outside of the respective Units shall be part of the Common Elements, and the exclusive use and possession of not less than one storage locker shall be allocated to each Owner, and may thereafter be exchanged by Owners among themselves. Any portions of the Storage Locker Area not so allocated shall be subject to the control of the Board. The use of specific portions of the Storage Locker Area, notwithstanding their exclusive allocation to specific Owners as aforesaid, shall remain subject to such rules and regulations applicable to all portions of the Storage Locker Area as the Board may prescribe. Each Owner shall be solely responsible for his personal property located therein.

f. Parking Spaces. The Parking Area has been divided into Parking Spaces, as delineated on the Plat. The legal description of each said Parking Space shall consist of the identifying number or symbol of such Parking Space as shown on the Plat. Wheresoever reference is made to any Parking Space in a legal instrument or otherwise, a Parking Space may be legally described by its identifying number or symbol as shown on the Plat and every such description shall be deemed good and sufficient for all purposes. Each Unit Ownership shall include as a right and easement appurtenant thereto either a grant of a perpetual and exclusive easement, herein referred to as the "Garage Easement," consisting of the right to use for parking purposes one Garage Space, as defined in paragraph (g) of Article IV, or a grant of a perpetual and exclusive easement, herein referred to as the "Parking Easement," consisting of the right to use for parking purposes one Parking Space. The Parking Easement to a specific Parking Space was allocated to a specific Unit Ownership by the original trustee. Each deed, lease, mortgage, or other instrument affecting such a Unit Ownership without also including the Parking Easement to the specific Parking Space expressly allocated to said Unit shall be deemed and taken to include the said Parking Easement to the said Parking Space, even though not expressly mentioned or described therein. If the Parking Easement to any specific Parking Space has not been allocated to a

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Unit Ownership, the grant or use of the said unallocated specific Parking Easement shall thereafter be subject to the control of the Board. Owners may exchange or lease between themselves the Parking Easements to specific Parking Spaces appurtenant to their own Unit Ownerships. No person not having an interest in a Unit Ownership shall have any interest in and to a Parking Space or in and to the right to the Parking Easement thereon for any purpose except as Lessee thereof. The term of any Lease of the Parking Easement to any specific Parking Space shall not exceed one (1) year and shall automatically terminate upon the sale, lease, mortgage or other transfer of the Unit Ownership to which the Parking Easement to the said specific Parking Space has been allocated and is appurtenant. No Parking Space shall be used in any manner contrary to such rules and regulations applicable to all Parking Spaces as may be established by the Board, or unless the Owner or Lessee of the Owner shall first obtain the written consent of the Board to do so. Each Owner shall be solely responsible for his personal property located therein.

g. Garage Spaces. The Parking Garage has been divided into Garage Spaces Limited Common Elements, as delineated on the Plat. The legal description of each said Garage Space shall consist of the identifying number or symbol of such Garage Space as shown on the Plat. Wheresoever reference is made to any Garage Space in a legal instrument or otherwise, a Garage Space may be legally described by its identifying number or symbol as shown on the Plat and every such description shall be deemed good and sufficient for all purposes. Each Unit Ownership shall include as a right and easement appurtenant thereto either a grant of a perpetual and exclusive easement, herein referred to as the "Parking Easement," consisting of the right to use for parking purposes one Parking Space, as defined in paragraph (f) of Article IV, or a grant of a perpetual and exclusive easement, herein referred to as the "Garage Easement," consisting of the right to use for parking purposes one Garage Space. The Garage Easement to a specific Garage Space was allocated to a specific Unit Ownership by the original trustee. Each lease, deed, mortgage or other instrument affecting such a Unit Ownership without also including the Garage Easement to the specific Garage Space expressly allocated to said Unit shall be deemed and taken to include the said Garage Easement to the said Garage Space, even though not expressly mentioned or described therein. If the Garage Easement to any specific Garage Space has not been allocated to a Unit Ownership, the grant or use of the said unallocated specific Garage Easement shall thereafter be subject to the control of the Board. Owners may exchange or lease between themselves the Garage Easements to specific Garage Spaces appurtenant to their own Unit Ownerships. No person not having an interest in a Unit Ownership shall have any interest in and to a Garage Space or in and to the right to the Garage Easement thereon for any purpose except as Lessee thereof. The term of any Lease of the Garage Easement to any specific Garage Space shall not exceed one (1) year and shall automatically terminate upon the sale, lease, mortgage or other transfer of the Unit Ownership to which the Garage Easement to the said specified Garage Space has been allocated and is appurtenant. The Owners of the Garage Easements shall have the right, for purposes of ingress and egress to and from said Garage Easements, to the exclusive use and possession of that portion of the Parking Garage delineated on the Plat as Limited Common Elements. The Board shall pay for out of the "estimated cash requirement" as defined in paragraph (a) of Article VI, the costs relative to the Parking Garage. A special assessment in an annual

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amount equal to 34/100ths of 1% (0.34%) of the "estimated cash requirement" shall be assessed each Owner of a Garage Easement, to be payable in the same manner as provided in paragraph (a) of Article VI, which amount has been computed on the basis of the value of the Garage Easements as compared to the total value of the Property. No Garage Space shall be used in any manner contrary to such rules and regulations applicable to all Garage Spaces as may be established by the Board, or unless the Owner or Lessee of the Owner shall first obtain the written consent of the Board to do so. Each Owner shall be solely responsible for his personal property located therein.

h. Easements to Run With Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in the Property or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

4.04 Adjoining Units. The Owner of any two laterally adjoining Units shall have the right to construct and use a connecting doorway through the wall dividing said Units, provided that there shall be no impairment of the structural integrity of the building. All kitchen and plumbing facilities in both such Units shall remain intact. Upon the severance of the common ownership of such adjoining Units the dividing wall shall be restored to its original condition. All such construction or restoration shall be done at the cost of the Owner, in a workmanlike manner, in full conformity to all applicable building ordinances, and shall be subject to the prior written approval of construction or restoration plans and specifications by the Board, such approval not to be unreasonably withheld. Any such combination or subdivision must comply with the requirements of Section 31 of the Act. However, each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving such Unit alone or with adjoining Units. A Unit Owner shall be entitled to place and maintain outdoor furniture and decorative foliage and landscaping of a customary nature and appearance which is consistent with the character of the Building, on a patio which is a Limited Common Element appurtenant to his Unit, provided however that any such improvements and usage is in compliance with all applicable laws and regulations.

4.05 Recreation Room. The Recreation Room in the building, including therein the food and beverage preparation facilities and the bathroom facilities, shall be part of the Common Elements. The Owners shall have the right to use the Recreation Room both individually and collectively, subject to such rules and regulations as the Board may prescribe. Each Owner shall be solely responsible for his personal property located therein.

4.06 Buggy Room. The Buggy Room in the building shall be part of the Common Elements. The use of the Buggy Room shall be subject to such rules and regulations as the

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Board may prescribe. Each owner shall be solely responsible for his personal property located therein.

4.07 Laundry Facilities. The Laundry Facilities, located on each residential floor of the building, shall be part of the Common Elements. The net income derived therefrom shall be payable to the Board, and shall be taken into account to reduce the "estimated cash requirement" as defined in paragraph (a) of Article VI. The use of the Laundry Facilities shall be subject to such rules and regulations as the Board may prescribe. Each owner shall be solely responsible for his personal property located therein.

ARTICLE V

ADMINISTRATION

5.01 Administration of Property. The direction and administration of the Property shall be vested in a Board of Managers (hereinafter referred to as the "Board"), consisting of five (5) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Owners and shall reside on the Property; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board, if such person resides on the property.

5.02 Association. There has been incorporated a not-for-profit corporation under the General Not for Profit Corporation Act of the State of Illinois, which is called the "Thirteen Ten Maple Avenue Condominium Association", which corporation (herein referred to as the "Association") shall be the governing body for all the Owners for the maintenance, repair, replacement, administration and operation of the Property. The Board of Directors of the Association shall be deemed to be the "Board of Managers" referred to herein and in the Condominium Property Act. Every Owner shall be a member therein, which membership shall automatically terminate upon the sale, transfer or other disposition by such member of his Unit Ownership, at which time the new Owner shall automatically become a member therein.

5.03 Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "voting member". Such voting member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board, shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner or his duly authorized attorney-in-fact, shall bear the date of its execution and shall be invalid after eleven (11) months from date of execution unless otherwise provided in the proxy. Any or all of such Owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be 100, and each Owner or group of

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Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in the Original Declaration. When thirty (30%) percent or fewer of the Units, by number, possess over fifty (50%) percent in the aggregate of all votes in the Association, any percentage vote of Unit Owners specified herein 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.

5.04 Meetings.

a. Meetings of the voting members shall be held at the Property or at such other place in Cook County, Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members having 20% of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meetings.

b. Annual Meeting. There shall be an annual meeting of the voting members on the first Tuesday of October of each year at 7:30 P.M. or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days prior to the date fixed for said meeting.

c. Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the voting members having one-fourth (1/4) of the total votes and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

5.05 Notices of Meetings. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board. A copy of such notice of meeting required to be given herein shall be posted in a conspicuous place in the Building at least forty-eight (48) hours prior to the time fixed for such meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. Matters to be submitted to the Unit Owners at special membership meetings shall be submitted by the Board.

5.06 Board of Managers (Board of Directors).

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- a. In all elections for members of the Board of Managers, each voting member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. At the first annual meeting the five (5) Board members were elected. The three (3) persons receiving the highest number of votes at the first annual meeting were elected to the Board for a term of two (2) years, and the two (2) persons receiving the next highest number of votes were elected to the Board for a term of one (1) year. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3), and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually.
- b. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two-thirds (2/3) of the total votes.
- c. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the voting members present at the next annual meeting or at a special meeting of the voting members called for such purpose. Vacancies may also be filled by the Board by a two-thirds (2/3) vote of the remaining members thereof at a special meeting of the Board which vacancy shall be filled until the next meeting of the Voting Members or for a period terminating no later than thirty (30) days following the filing of a petition signed by Voting Members holding twenty (20%) percent of the votes of the Association requesting a meeting of the Voting Members to fill the vacancy for the balance of the term. A meeting of the Voting Members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the Voting Members filing of a petition signed holding twenty (20%) percent of the votes of the Association requesting such a meeting.
- d. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists.
- e. A majority of the total number of members on the Board shall constitute a quorum.
- f. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of Unit Owners. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each director, delivered personally or by mail. Any director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a

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meeting. A director's attendance at a meeting shall constitute his waiver of notice of said meeting.

g. Written notice stating the place, date and hour of any meeting of the Board shall be delivered to each member of the Board not less than forty-eight (48) hours prior to the date of such meeting. The purpose for which the meeting is called shall be stated in the notice.

h. Notice of all meetings of the Board, except as otherwise provided herein, shall be mailed or delivered to each Unit Owner not less than forty-eight (48) hours prior thereto unless a written waiver of such notice is signed by such Unit Owner before the meeting is convened. All meetings of the Board, whether regularly scheduled or specially called, shall be open to all Unit Owners, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Board and/or Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent; (ii) to consider information regarding appointment, employment or dismissal of an employee; or (iii) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of common expenses. Any vote on the matters listed in clauses (i), (ii) and (iii) above, shall be taken at a Board meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings required to be open under the Act by tape, film, or other means provided, however, that the Board may prescribe reasonable rules and regulations to be given the right to make such recordings.

i. The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board and the Association, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of Secretary, and Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect.

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

5.07 Insurance. The Board shall maintain the following insurance:

a. Property Insurance. (i) on the common elements and the units, including the limited common elements and except as otherwise determined by the Board, the bare walls, floors, and ceilings of the unit; (ii) providing coverage for special form causes of loss, and; (iii) in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage for the increased costs of

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construction due to building code requirements, at the time the insurance is purchased and at each renewal date.

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

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

- (1) The Association must obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of coverage available to protect funds in the custody or control of the Association plus the Association reserve fund.
- (2) The Board must obtain Directors and Officers liability coverage at a level deemed reasonable by the Board. Directors and Officers liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as Directors and Officers, but this coverage shall exclude actions for which the Directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or the Declaration and Bylaws.

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

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

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

f. **Insured Parties; Waiver of Subrogation.** Insurance policies carried pursuant to subsections (1) and (2) must include each of the following provisions.

- (1) Each Unit Owner and secured party is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association.
- (2) The insurer waives its right to subrogation under the policy against any Unit Owner of the Association or members of the Unit Owner's household and against the Association and members of the Board of Managers.
- (3) The Unit Owner waives his or her right to subrogation under the Association policy against the Association and the Board.

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

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

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

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

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

l. Each Unit Owner shall be responsible for obtaining his own insurance on the contents of his own Unit and the Limited Common Elements serving his Unit, as well as his additions and improvements thereto, decorating, furnishings and personal property therein, and personal property stored elsewhere on the Property. In addition, in the event a Unit Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that his liability loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the Unit Owners as part of the common expenses, as above provided, said Unit Owner may, at his option and expense, obtain additional insurance.

5.08 General Powers of the Board. The Board for the benefit of all the Owners, shall acquire and shall pay for out of the maintenance fund hereinafter provided for, the following:

a. Water, waste removal, professional management fees, electricity and telephone and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units.

b. The Board may engage the services of a bank or trust company authorized to do trust business in Illinois and having a capital of not less than \$5,000,000.00 to act as Insurance Trustee and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of this Declaration. In the event the lowest of three (3) bids from reputable contractors for making all repairs required by any such loss shall exceed \$20,000.00, the Board upon written demand of the mortgagee of any Unit shall engage the services of an Insurance Trustee as aforesaid. The fees of such Insurance Trustee shall be common expenses.

c. Worker's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board in its judgment shall elect to effect.

d. The services of any person or firm employed by the Board. Upon authorization by the affirmative vote of two-thirds (2/3) of the Board or the voting members having at least 51% of the total vote, at a meeting duly called for such purpose, the Board, acting on behalf of all Owners, shall have the power to seek relief from or in connection with the assessment or levy of real property taxes, special assessments and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be

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assessed against and levied upon the Unit Ownerships, and in connection with any other matter where the respective interests of the Owners are deemed by the Board to be similar and non-adverse to each other. The cost of all such services shall be common expenses.

e. Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the windows and sliding glass doors appurtenant to the Units and the interior surfaces of the Units and of the hallway doors appurtenant thereto, which the Owners shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements.

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

g. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Owners.

h. Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements, or any other portion of the Building, and an Owner of any Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Owner, provided that the Board shall levy a special assessment against such Owner for the cost of said maintenance or repair.

i. The Board or its agents upon reasonable notice may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. The Board or its agents may likewise enter any balcony for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

j. The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions to, or capital improvements of the Common

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Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) requiring an expenditure in excess of Three Thousand Dollars (\$3,000.00), without in each case the prior approval of the voting members holding two-thirds (2/3) of the total votes.

k. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President of the Board.

l. The Board shall have the power to adopt such rules and regulations, governing the administration, management, operation and use of the Property and the Common Elements as the Board deems necessary and appropriate. No rule or regulation may conflict with a provision of the Declaration and Bylaws nor with the Illinois Condominium Property Act. To adopt or amend such rules and regulations from time to time, the Board shall call a special meeting of the Unit Owners upon not less than ten (10) or more than thirty (30) days' written notice. The notice of the meeting shall state that the meeting is called for the purpose of discussing the proposed rules and regulations and shall contain the full text of the proposed rules.

m. The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board.

n. The Board, by a vote of two-thirds (2/3) of its members, shall have the authority to lease or to grant licenses or concessions with respect to any part of the Common Elements, subject to the terms of this Declaration.

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

p. Estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided.

q. Impose charges for late payments 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 this Declaration and rules and regulations of the Associations.

5.09 Liability of the Board of Managers. The members of the Board of Managers, and the Trustee, shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith as such Board members, or acting as the Board. The Owners shall indemnify and hold harmless each of the members of the Board of Managers

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against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. It is also intended that the liability of any Owner arising out of any contract made by the Board of Managers, or out of the aforesaid indemnity in favor of the members of the Board of Managers, shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all the Owners in the Common Elements. Every agreement made by the Board of Managers, or by the managing agent on behalf of the Owners shall provide that the members of the Board of Managers, or the managing agent, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the percentage interest of all Owners in the Common Elements.

ARTICLE VI

ASSESSMENTS - MAINTENANCE FUND

6.01 Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall no less than thirty (30) days prior to the adoption thereof send a copy of the proposed budget to each Owner. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements as set forth in the Original Declaration attached hereto. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or, as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before April 1st of each calendar year following the initial meeting, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Such accounting shall be prepared by a certified public accountant. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Elements to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six months after rendering of the accounting.

6.02 The Board will build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any

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Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage ownership in the Common Elements. The Board shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

6.03 a. If an adopted annual budget or any separate assessment adopted by the Board would result in the sum of all regular and special assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association, delivered to the Board within fourteen (14) days of the Board action to adopt such regular or separate assessments, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of such petition to consider the annual budget or separate assessment. Unless a majority of the total votes of the Unit Owners are cast at such meeting to reject the budget or separate assessment, the budget and such separate assessment shall be deemed ratified.

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

c. Assessments for capital improvements or additions to the Common Elements or to property owned by the Association not included in the annual budget adopted by the Board shall be separately assessed and shall be subject to the approval of two-thirds (2/3) of the total votes of all Unit Owners. The Board may adopt separate assessments payable over more than one (1) fiscal year.

d. With respect to multi-year assessments not governed by Subsections (2) and (3) above, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which such separate assessment is approved.

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

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6.05 The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

6.06 All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Owners in the percentages set forth in the Original Declaration.

6.07 If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed by an action brought in the names of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the "Condominium Property Act" of Illinois; provided, however, that encumbrances owned or held by any bank, insurance company or savings and loan association shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered Unit Ownership which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest in the Unit Ownership, or has a receiver appointed in a suit to foreclose his lien. Any encumbrancer may from time to time request, in writing, a written statement from the Board setting forth the unpaid common expenses with respect to the Unit Ownership covered by such encumbrance, and unless the request shall be complied with within twenty (20) days, all unpaid common expenses which become due subsequent to the date of the making of such request shall be subordinate to the lien of such encumbrance.

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

ARTICLE VII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

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a. No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Unit, or any two laterally adjoining Units used together, shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose.

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

c. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the building or contents thereof, applicable for residential use, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

d. Each Owner shall be responsible for his own insurance on his personal property in his own Unit, his personal property stored elsewhere on the Property and his personal liability to the extent not covered by the liability insurance for all the Owners obtained by the Board as hereinbefore provided.

e. Owners shall not cause or permit anything to be placed on the outside walls of the Building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

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

g. No noxious 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 an annoyance or nuisance to the other Owners or Occupants.

h. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building except as is otherwise provided herein.

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i. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

j. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that baby carriages, bicycles and other personal property may be stored in any common storage area designated for that purpose, and balcony areas may be used for their intended purposes.

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

l. 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.

m. **Satellite Dishes.** In order to keep the aesthetic appearance of the Association in a good and orderly manner, the Board has adopted the following Rules and Regulations:

(1) Any owner interested in installing a satellite dish one meter or less in diameter should notify the Board and obtain instructions for installation within seven (7) days from the date of installation. Satellite dishes greater than one (1) meter in diameter are prohibited.

(2) Satellite dishes may only be installed on portions of property within the owner's exclusive use or control. Any deviations must be approved by the Board of Directors prior to the installation of the satellite dish.

(3) No more than one (1) antenna of each provider may be installed.

n. The Unit restrictions in paragraphs (a) and (k) of this Article VII shall not, however, be construed in such a manner as to prohibit an Owner from: (i) maintaining his personal professional library therein; (ii) keeping his personal business or professional records or accounts therein; or (iii) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of paragraphs (a) or (k) of this Article VII.

o. **Flags.** Unit Owners are allowed to display American Flags and Military Flags on their Unit or the Common Elements immediately adjacent to their Unit subject to the Rules and Regulations of the Board and in accordance with the Act and Federal law, so long as size of the Flag is no more than 3'x5'. An American Flag shall be defined as a flag made of fabric, cloth, or paper displayed from a staff or flagpole or in a window.

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An American Flag shall not include a depiction or emblem of the American flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

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

p. Disabilities. Until determined by Federal or state legislation, administrative agency or court of law, the Common Elements shall not be subject to the public facility regulations of the Americans with Disabilities Act. In order to conform to the Fair Housing Amendments Act of 1988, any Unit Owner or Resident may make reasonable modification to his Unit or its Limited Common Elements, subject to the following:

(1) All requests for modification to a Unit, Common Elements or Limited Common Elements must be in writing.

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

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

(4) All work must be approved by the Board prior to commencing construction.

(5) The Board may require the Owner or Resident to return the modification(s) to its original condition at Owner's expense upon sale or transfer of Unit Ownership.

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

ARTICLE VIII

SALE, LEASING OR OTHER ALIENATION

8.01 Sale or Lease. Any Owner who wishes to sell or lease his Unit Ownership shall give to the Board not less than thirty (30) days' prior written notice of the terms of any contemplated sale or lease, together with the name, address and financial and character references of the proposed purchaser or lessee and such other information concerning the

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proposed purchaser or lessee as the Board may reasonably require. The members of the Board acting on behalf of the other Owners shall at all times have the first right and option to purchase or lease such Unit Ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, the Owner (or lessee) may, at the expiration of said thirty-day period and at any time within ninety (90) days after the expiration of said period, contract to sell or lease such Unit Ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the Owner (or lessee) fails to close said proposed sale or lease transaction within said ninety (90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.

8.02 Gift. Any Owner who wishes to make a gift of Unit Ownership or any interest therein shall give to the Board not less than ninety (90) days' written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name, address and financial and character references of the intended donee and such other information concerning the intended donee as the Board may reasonably require. The members of the Board, acting on behalf of the other 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 to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the Owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said third arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Owner and the Board. If either party shall fail to select an appraiser, then 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 of written notice of such determination of fair market value.

8.03 Devise. In the event any Owner dies leaving a will devising his Unit Ownership, or any interest therein, and said will is admitted to probate, the members of the Board, acting on behalf of the other 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. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair

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market value of the Unit Ownership, or interest therein, devised by the deceased Owner, and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. If either party shall fail to select an appraiser, then the appraiser designated 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 three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Owner is empowered to sell, and shall expire seven (7) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods.

8.04 Involuntary Sale.

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

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

8.05 Consent of Voting Members. The Board shall not exercise any option hereinabove set forth to purchase or lease any Unit Ownership or interest therein without the prior written consent of the voting members having 75% of the total votes. The members of the Board or their duly authorized representatives, acting on behalf of the other Owners, may bid to purchase at any sale of a Unit Ownership or interest therein of any Owner living or deceased, which said sale is held pursuant to an order or direction of a court, upon the prior written consent of the voting members having 75% of the total votes, which said consent shall set forth a maximum price which the members of the Board or their duly authorized representatives are authorized to bid and pay for said Unit Ownership or interest therein.

8.06 Release or Waiver of Option. Upon the written consent of at least four-fifths (4/5) of the Board members, any of the options contained in this Article VIII may be released or waived and the Unit Ownership or interest therein which is subject to an option set forth in this

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Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

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

8.08 Financing of Purchase Under Option.

a. Acquisition of Unit Ownership or any interest therein under the provisions this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each Owner in the ratio that his percentage of ownership in the Common Elements as set forth in the Original Declaration bears to the total of all such percentages applicable to Units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in Section 6.07 of Article VI hereof.

b. The members of the Board, in their discretion, may borrow money to finance the acquisition of any Unit Ownership or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit Ownership or interest therein to be acquired.

8.09 Title to Acquired Interest. Unit Ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the members of the Board of Managers and their successors in office, or such nominee as they shall designate, for the benefit of all the Owners. Said Unit Ownerships or interests therein shall be sold or leased by the members of the Board in such manner as the Board shall determine without complying with the foregoing provisions relating to the Board's right of first refusal. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each Owner in the same proportion in which the Board could levy a special assessment under the terms of paragraph 8.08(a) of this Article.

8.10 Exceptions to Board's Right of First Refusal. The Board's right of first refusal as provided in Sections 8.01, 8.02 and 8.03 of this Article VIII shall not apply to any sale, lease, gift, devise or other transfer, or between co-Owners of the same Unit, or to the spouse, or to the brothers and sisters, or to any lawful children of the Owner, or any one or more of them, or to any trustee of a trust, the sole beneficiary or beneficiaries of which are the Owner, the spouse, brothers, sisters or lawful children of the Owner, or any one or more of them, or from any trustee of a trust to any one or more of the beneficiaries of such trust.

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8.11 Leasing of Units. Effective as of the recording date of the Second Amendment to the Declaration, specifically May 1, 2013, and notwithstanding anything to the contrary contained in this Declaration, the rental or leasing of Units is limited to a total of six (6) of the Units.

a. Any Owner leasing a Unit in the Association as of the effective date of this Amendment may continue to lease his or her Unit until such time as the Unit is either owner occupied or ownership of the Unit is transferred, at which point the Owner is subject to the terms below in this Section (a). Such grandfathered Owners must abide by all of the terms of the Declaration, including this Amendment. With respect to all other Owners, including Owners not currently leasing and those Owners who purchase, or otherwise receive ownership of, Units after the effective date of this Amendment, the following provisions shall apply:

(i) Owners may not rent their Units and the Units must be owner occupied except as provided below. Only those grandfathered Owners or Owners who have resided on the property for 2 years are authorized to rent their Units.

(ii) Any Unit Owner who meets the requirements of Section (i) above and who desires to lease out his or her Unit must notify the Board no less than thirty (30) days prior to entering into a lease agreement, and his or her name will be added to a waiting list to be maintained by the Board or the managing agent.

(iii) Whenever six (6) or more of the Units at the Association are being leased, no other Units may be leased.

(iv) At such time as six (6) of the Units in the Association are being leased, when one or more of these leased Units become either owner occupied or ownership of the Units is transferred, the Owner whose name has been on the waiting list for the longest amount of time shall have the first opportunity to lease his or her Unit. That Unit Owner will be given thirty (30) days to indicate whether he or she intends to lease out the Unit. That Unit Owner will then have an additional sixty (60) days to present a signed lease to the Board; otherwise, the right to lease shall pass to the next Unit Owner on the waiting list. The Board shall promptly review the proposed lease agreement in order to verify that it complies with the standards as set forth herein.

b. The term of a lease may be ONLY one year (no more and no less). Successive leases are permitted, but only for the term of one year each. Subletting is prohibited.

c. The Board of the Association shall have the right to lease any Association-owned Units or any Unit which the Association has possession, pursuant to any court order, and said Units shall not be subject to this Amendment.

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d. Any Unit being leased out in violation of this Amendment or any Unit Owner found to be in violation of the Rules and Regulations adopted by the Board may be subject to a flat or daily fine to be determined by the Board upon notice and an opportunity to be heard.

e. In addition to the authority to levy fines against the Unit Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Unit Owner and/or tenant, under 735 ILCS 5/9 et. seq., an action for injunctive and other equitable relief, or an action at law for damages.

f. Any action brought on behalf of the Association and/or the Board to enforce this Amendment or the Rules and Regulations shall subject the Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

g. All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

ARTICLE IX

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

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

9.02 Insufficient Insurance. In the event the Property or the improvements thereon so damaged or destroyed are not insured against the peril causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the Owners and all other parties in interest do not voluntarily make provision for reconstruction

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of the improvements within one hundred and eighty (180) days after said damage or destruction, then the provisions of the "Condominium Property Act" in such event shall apply.

9.03 Repair, Restoration or Reconstruction. Repair, restoration or reconstruction of the improvements, as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

ARTICLE X

SALE OF THE PROPERTY

The Owners by affirmative vote of at least 75% of the total vote, at a meeting duly called for such purpose, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit Ownership entitled to notice under Section 2 of Article XIII of this Declaration. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Owner. In the absence of agreement on an appraiser, such Owner and the Board may each select an appraiser, and two so selected shall select a third, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

ARTICLE XI

RECORDS OF THE ASSOCIATION

11.01 The Board shall keep and maintain the following records or true and complete copies of these records, at the Association's principal office:

- a. the Association's Declaration, Bylaws, and plats of survey, and all amendments of these;
- b. the rules and regulations of the Association, if any;
- c. the Articles of Incorporation of the Association and all amendments to the Articles of Incorporation;

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- d. minutes of all meetings of the Association and the Board of Managers for the immediately preceding seven (7) years;
- e. all current policies of insurance of the Association;
- f. all contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the Unit Owners have obligations or liabilities;
- g. a current listing of the names, addresses, and weighted vote of all members entitled to vote;
- h. ballots and proxies related to ballots for all matters voted on by the members of the Association during the immediately preceding twelve (12) months, including but not limited to the election of members of the Board of Managers; and
- i. the books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts and expenditures.

11.02 Any member of the Association shall have the right to inspect, examine, and make copies of the records described in subdivisions (a), (b), (c), (d), and (e) of Section 11.01 above, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Association's Board of Managers or its authorized agent stating with particularity the records sought to be examined.

11.03 Except as otherwise provided in this Section, any member of an association shall have the right to inspect, examine, and make copies of the records described in subdivisions (f), (g), (h), and (i) of Section 11.01 above, in person or by agent, at any reasonable time or times but only for a proper purpose, at the Association's principal office. In order to exercise this right, a member must submit a written request, to the Association's Board or its authorized agent, stating with particularity the records sought to be examined and a proper purpose for the request.

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

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

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

11.06 **Resale of Units.** In the event of a resale of any Unit by a Unit Owner, and within thirty (30) days after the written request by such Unit Owner, the Board shall deliver a copy of each of the documents and make the disclosures described in and required by Section 22.1 of the Act. The Board shall be allowed to charge a reasonable fee, not to exceed the maximum amount prescribed by the Act, for providing such information.

ARTICLE XII

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

12.01 **Abatement and Enjoinment.** The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding section: (a) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Trustee, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of 8% per annum until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

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12.02 Involuntary Sale. If any Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall reoccur more than once after such notice then the Board shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or Occupant or, in the alternative, a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that the right, title and interest of the Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from re-acquiring his interest in the Property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in such decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessment hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the Unit Ownership and, subject to the Board's rights as provided in Section 4 of Article VIII hereof, to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

ARTICLE XIII

GENERAL PROVISIONS

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

13.02 Each Owner hereby waives and releases any and all claims which he may have against any other Owner, Occupant, the Association, its officers, members of the Board, the managing agent, if any, and their respective employees and agents, for damage to the Common Elements, the Units or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

13.03 Notices provided for in this Declaration and in the Condominium Property Act shall be in writing, and shall be addressed to the Board or Association, or any Owner, as the case may be, at 1310 Maple Avenue, Evanston, Illinois (indicating thereon the number of the respective Unit if addressed to an Owner), or at such other address as herein provided. The Association or Board may designate a different address or addresses for notices to them,

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respectively, by giving a written notice of such change of address to all Owners. Any Owner may also designate a different address for notices to him by giving written notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgement of the receipt thereof, or, if addressed to an Owner, when deposited in his mailbox in the Building or at the door of his Unit in the Building.

13.04 Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

13.05 Each purchaser under Articles of Agreement for Condominium Deed 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 Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

13.06 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.

13.07 The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed and acknowledged by the Board, the Owners having at least three-fourths (3/4) of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, no less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the "Condominium Property Act."

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

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

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13.10 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class condominium apartment building.

13.11 In the event title to any Unit Ownership is conveyed to a land title holding trust, under the terms of which all powers of management operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the Unit Ownership under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership.

No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.

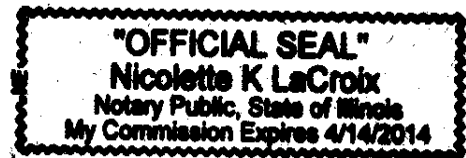
Signed and acknowledged this 2nd day of October, 2013.

Leontina A. Berry
NKPA —

Joshua S. Marshall
Shirley R. Williams

being at least two-thirds (2/3) of the Board of Directors of 1310 Maple Condominium Association

Subscribed and Sworn to before me this 2 day of October, 2013.



Nicolette K. LaCroix
Notary Public

My commission expires: _____

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EXHIBIT A

Legal Description and PINs

Lots 3, 4, and 5 in the subdivision of LOT 1 (except the South 33 feet, thereof) and Lots 2 and 3 and the South 3 feet of Lot 4 in Block 42 in Evanston, in fractional Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium made by Chicago Title and Trust Co., a Corporation of Illinois, as Trustee U/T Agreement dated June 19, 1973, and known as Trust Number 62433, recorded in the Office of the Recorder of Deeds of CCI, as Document 22679030; together with an undivided 4,324 percent interest in said parcel (excepting from said parcel the property and space comprising all the units as defined and set forth in said Declaration and survey), in Cook County, Illinois.

PIN	ADDRESS
11-18-327-1001	1310 Maple Ave., Unit 2-A
11-18-327-1002	1310 Maple Ave., Unit 3-A
11-18-327-1003	1310 Maple Ave., Unit 4-A
11-18-327-1004	1310 Maple Ave., Unit 5-A
11-18-327-1005	1310 Maple Ave., Unit 2-B
11-18-327-1006	1310 Maple Ave., Unit 3-B
11-18-327-1007	1310 Maple Ave., Unit 4-B
11-18-327-1008	1310 Maple Ave., Unit 5-B
11-18-327-1009	1310 Maple Ave., Unit 2-C
11-18-327-1010	1310 Maple Ave., Unit 3-C
11-18-327-1011	1310 Maple Ave., Unit 4-C
11-18-327-1012	1310 Maple Ave., Unit 5-C
11-18-327-1013	1310 Maple Ave., Unit 2-D
11-18-327-1014	1310 Maple Ave., Unit 3-D
11-18-327-1015	1310 Maple Ave., Unit 4-D
11-18-327-1016	1310 Maple Ave., Unit 5-D
11-18-327-1017	1310 Maple Ave., Unit 2-E
11-18-327-1018	1310 Maple Ave., Unit 3-E
11-18-327-1019	1310 Maple Ave., Unit 4-E
11-18-327-1020	1310 Maple Ave., Unit 5-E

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EXHIBIT B

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Natalia Y Kunzer, state that I am the President of the Board of Directors of the 1310 Maple Condominium Association, and that a copy of the foregoing Amended and Restated Declaration was either delivered personally to each Unit Owner at the Association or was sent by regular U. S. Mail, postage prepaid, to each Unit Owner in the Association at the address of the unit or such other address as the Owner has provided to the Board of Directors for purposes of mailing notices. I further state that the Unit Owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amendment.

[Handwritten Signature]

SUBSCRIBED and SWORN to before me
 this 18th day of November, 2013.

Gerald R. Brett
 NOTARY PUBLIC



My Commission Expires: June 14 2016