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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS

FOR

CHESTERFIELD ON TOUHY CONDOMINIUM ASSOCIATION

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 CHESTERFIELD ON TOUHY CONDOMINIUM ASSOCIATION

This Amended and Restated Declaration of Condominium Ownership is made and entered into by the Board of Directors of the Chesterfield on Touhy Condominium Association ("Association"), in accordance with Section 27(b)(1) of the Illinois Condominium Property Act, which provides that if "there is an omission or error in the declaration, bylaws or other condominium instrument, the association may correct the error or omission by an amendment to the declaration, bylaws, or other condominium instrument in such respects as may be required to conform to this Act, and any other applicable statute or to the declaration by vote of two-thirds of the members of the Board of Directors".

NOW, THEREFORE, the Board of Directors of the Association ("Board"), for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I DEFINITIONS

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

- Act: The Illinois Condominium Property Act as the same may be from time to time amended.
- Board: The Board of Directors of Chesterfield on Touhy Condominium Association.
- Declaration: This instrument by which the property is submitted to the provisions of the Act, and such Declaration as from time to time amended.
- Parcel: The entire tract of real estate described in Exhibit A.
- Building: The Buildings located on the Parcel containing the Units, as more specifically hereafter described in Article II.
- Property: All the land, property and space comprising the Parcel, all improvements and structures constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of the Owners.
- Unit: The Buildings including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for a

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one-family dwelling or such other uses permitted by this Declaration and having lawful access to a public way.

- Common Elements:** All portions of the Property except the Units, including Limited Common Elements unless otherwise specified.
- Limited Common Elements:** A portion of the Common Elements so designated herein as being reserved for the use of a certain Unit or Units to the exclusion of other units.
- Unit Ownership:** A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.
- Parking Area:** The part of the Common Elements provided for parking automobiles.
- Parking Space:** A part of the Property within the Parking Area intended for the parking of a single automobile.
- Person:** A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- 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 beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to a Unit.
- Occupant:** Person or persons, other than Owner, in possession of a Unit.
- Majority or majority of the Owners:** The Owners of more than fifty percent (50%) of the aggregate in interest of the then divided ownership of the Common Elements. Any specified percentage of the Owners means such percentage in the aggregate in interest of such undivided ownership. Majority or majority of the members of the Board means more than fifty percent (50%) of the total number of persons constituting such Board pursuant to this Declaration of Condominium Ownership and of Easements, Restrictions and Covenants. Any specified percentage of the members of the Board means that percentage of the total number of persons constituting such Board.
- Record:** To record in the office of the recorder or, whenever required, to file in the office of the Registrar of Titles of the county wherein the property is located.

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- Condominium Instruments:** All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, Bylaws and plat.
- Common Expenses:** The proposed or actual expenses affecting the property, including reserves, if any, lawfully assessed by the Board.
- Reserves:** Those sums paid by Owners which are separately maintained by the Board for purposes specified by the Board or the Condominium Instruments.
- Owners' Association or Association:** The association of all the Owners, acting pursuant to Bylaws through its duly elected Board.
- Meeting of Board:** Any gathering of a majority of a quorum of the members of the Board held for the purpose of discussing Board business.

ARTICLE II UNITS

1. Description and Ownership. All Units in the Buildings located on the Parcel are delineated on the surveys attached hereto as Exhibit "A" and made a part of this Declaration, and are legally described as follows:

Units 1 to 60, both inclusive, as delineated on survey of all that certain tract or parcel of land situated, lying and being within the City of Chicago, County of Cook, State of Illinois:

Lot 1 (except the north 160 feet thereof and except the South 37.50 feet of the North 197.50 feet of the West 147 feet thereof) in Muno's Subdivision in the Southwest Quarter of Section 25, Township 41 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. 3769738.

also

That part of a strip of land 21-1/2 feet more or less in width lying East of the East line of Lot 1 in Muno's Subdivision and West of the West line of McGuire and Orrs Second Addition to Rogers Park in Section 25, Township 41 North, Range 13, East of the Third Principal Meridian and lying South of a line 160 feet South of the North line of said Lot 1 extended East in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by LaSalle National Bank of Chicago, as Trustee under Trust #30666 and by Chesterfield Realty Co., an Illinois Corporation, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as document no.

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It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof in Exhibit "A." The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown in Exhibit "A." Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit "A," and every such description shall be deemed good and sufficient for all purposes. Except as provided by the 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 Exhibit "A."

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

ARTICLE III COMMON ELEMENTS

1. Description. Except as otherwise 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, courtyards, basement, roof, structural parts of the Building parking facilities, 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.

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

ARTICLE IV GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

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

2. No Severance of Ownership. No Owner shall execute any deed, mortgage, lease, or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the

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other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

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

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

(c) Patios. A valid exclusive easement is hereby declared and established for the benefit of each Unit and its Owner, consisting of the right to use and occupy the Patio adjoining the Unit; provided, however, that no Owner shall decorate, fence, enclose, landscape, adorn or alter such patio 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 so to do.

(d) Parking Area. The Parking Area in the Building shall be part of the Common Elements. The Parking Area shall be used and operated in such manner and subject to such rules and regulations as the Board may prescribe from time to time.

(e) Easements to Run with Land. All easements and rights described herein are easements appurtenant, running with the land and, so long as the Property is subject to the provisions of this Declaration, shall remain in full force and effect, and 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

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completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

(f) **Real Estate Taxes.** It is intended that real estate taxes are to be levied by the County Assessor on each Unit Ownership as provided in the Act.

ARTICLE V ADMINISTRATION

1. **Administration of Property.** The direction and administration of the Property shall be vested in a Board (hereinafter referred to as the "Board"), consisting of seven (7) 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.

2. **Association.** The Association is incorporated as a not-for-profit corporation under the General Not for Profit Corporation Act of the State of Illinois, called "Chesterfield on Touhy 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 the Association shall be deemed to be the "Board" referred to herein and in the 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. The Association may issue certificates evidencing membership therein. Association shall have one (1) class of membership.

3. **Voting Rights.** (a) The total number of votes which may be cast at a meeting of the Association shall be 100, and each Owner shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his Unit Ownership as set forth in Exhibit "B".

(b) **Multiple Owners.** Where there is more than one Owner of a Unit, if only one of the multiple Owners is present at a meeting of the Association, he or she shall be entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There shall be presumed to be majority agreement when any of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit.

4. **Meetings.** (a) **Conduct of Meetings.** Meetings of the Association 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 Owners having twenty percent (20%) the total votes shall constitute a quorum. Unless otherwise expressly provided

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herein or in the Act, any action may be taken at any meeting of the Association at which a quorum is present upon the affirmative vote of the Owners having a majority of the total votes present at such meeting. The Association may, upon adoption of the appropriate rules by the Board, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself, provided that the Board further adopt rules to verify the status of the Owner issuing a proxy or casting a ballot; and further, that a candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots at such election.

(b) Annual Meeting. There shall be an annual meeting of the Association on the first Tuesday of October 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 Owners not less than ten (10) nor more than thirty (30) days prior to the date fixed for said meeting. The Board may disseminate to Owners biographical and background information about candidates for election to the Board if (i) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated; and (ii) the Board does not express a preference in favor of any candidate.

(c) Special Meetings. Special meetings of the Association may be called at any time for the purpose of considering matters which, by the terms of the Act or this Declaration, require the approval of the Owners or for any other reasonable purpose. Special meetings shall be called by written notice, authorized by the President of the Association, the Board, or by the Owners having twenty percent (20%) or more of the total votes.

(d) Proxies. At membership meetings an Owner may vote by proxy executed in writing by the Owner or by his duly authorized attorney in fact. Proxies shall be invalid after eleven (11) months from the day of its execution, unless expressly provided in the proxy. Every proxy must bear the date of execution. Any proxy distributed for Board elections by the Board shall give Owners the opportunity to designate any person as the proxy holder, and shall give the Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name. If a rule adopted at least 120 days before a Board election or the Declaration or Bylaws provide for balloting as set forth in this subsection, Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting or (ii) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the Declaration, Bylaws, or rule; that the ballots shall be mailed or otherwise distributed to Owners not less than 10 and not more than 30 days before the election meeting, and the Board shall give Owners not less than 21 days' prior written notice of the deadline for inclusion of a candidate's name on the ballots; that the deadline shall be no more than 7 days before the ballots are mailed or otherwise distributed to Owners; that every such ballot must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person casting the ballot the opportunity to cast votes for candidates whose names do not appear on the ballot; that a ballot received by the Association or its designated agent after the close of voting shall not be counted; that an Owner who submits a ballot by mail or other means of delivery

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specified in the Declaration, Bylaws, or rule may request and cast a ballot in person at the election meeting, and thereby void any ballot previously submitted by that Owner.

5. Notices of Meetings. Notices of meetings required to be given herein shall be delivered either personally or by mail to the Owner at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Owner if no address has been given to the Board giving Owners no less than ten (10) and nor more than thirty (30) days notice of the time, place and purpose of such meeting.

6. Board of Directors (Board). (a) Elections. At the initial meeting and at each annual meeting of the Association thereafter, the Owners shall elect at large a Board. In all elections for members of the Board, the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board shall be elected for a term of two (2) years each. The Owners 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 and that the terms of no existing Board members may be increased or decreased during his or her term. Amend to seven (7) Board members. Members of the Board shall receive no compensation for their services, unless expressly approved by the Board at the direction of the Owners having two-thirds (2/3) of the total votes. Where the number of persons on the Board has been increased or there is a loss of a Board member for any reason (resignation, death, sale, etc.) such additional Board members shall be elected at the next annual meeting of the Association or at a special meeting of the Owners called for such purpose.

(b) Counting of Election Ballots. A candidate for election to the Board of Managers or such candidate's representative shall have the right to be present at the counting of ballots at such election.

(c) Vacancies. The remaining members of the Board may fill a vacancy by a two-thirds (2/3) vote until the next annual meeting of Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Owners holding thirty percent (30%) of the votes of the Association requesting a meeting of the Owners to fill the vacancy for the balance of the term. If such a petition is filed, then a meeting of the Owners shall be called for the purposes of filling the vacancy on the Board no later than thirty (30) days following the filing of such a petition.

(d) Quorum. A majority of the members of the Board shall constitute a quorum. The Board shall meet at least four (4) times annually. Except as otherwise provided by the Act or in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such rules and regulations as the Board may adopt.

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(e) **Open Meetings.** Meetings of the Board shall be open to any Owner except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the 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 eminent (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 an Owner's unpaid share of common expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Owner. Any Owner may record the proceedings at meetings or portions thereof required to be open by tape, film, or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings, such as a previously written request and a written Board approval. Notice of such meetings shall be mailed or delivered to Board members at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. In addition, copies of notices of meetings of the Board shall be posted in entranceways, elevators, or other conspicuous places in the condominium at least forty-eight (48) hours prior to the meeting of the Board except where there is no common entranceway for seven (7) or more Units, the Board may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted. Special meetings of the Board can be called by the president or 25% of the members of the Board.

(f) **Officers.** The Board shall elect from among its members a President who shall preside over both its meetings and those of the Owners, 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 Owners 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. Such officers shall serve at the will of the Board, which shall fill any vacancies. Officers shall be elected at the first meeting of the Board immediately following the initial meeting and each annual meeting thereafter of the Owners.

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

7. **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, garage operating expense, if any, 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) Insurance, as provided below:

(i) No policy of insurance shall be issued or delivered and no policy of insurance issued shall be renewed, unless the insurance coverage under the policy includes the following:

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

(2) 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, and their respective employees and agents and all persons acting as agents. The 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.

(3) Fidelity bond; directors and officers coverage.

(A) 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.

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

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

(D) 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.

(ii) Contiguous Units; improvements and betterments. The insurance maintained under subdivision (i)(1) 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 Owners, but if improvements

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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 Owners.

(iii) Deductibles. The Board may, in the case of a claim for damage to a Unit or the Common Elements, (1) pay the deductible amount as a common expense, (2) after notice and an opportunity for a hearing, assess the deductible amount against the owners who caused the damage or from whose Units the damage or cause of loss originated, or (3) require the Owners of the Units affected to pay the deductible amount.

(iv) Other coverages. The Association may carry any other insurance, including workers compensation, employment practices, environmental hazards, and equipment breakdown, the Board considers appropriate to protect the Association, the Owners, or officers, directors, or agents of the Association.

(v) Insured parties; waiver of subrogation. Insurance policies carried pursuant to subsections (i) and (ii) must include each of the following provisions:

(1) Each Owner and secured party is an insured person under the policy with respect to liability arising out of the 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 Owner of the condominium or members of the Owner's household and against the Association and members of the Board.

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

(vi) Primary insurance. If at the time of a loss under the policy there is other insurance in the name of an Owner covering the same property covered by the policy, the Association's policy is primary insurance.

(vii) Adjustment of losses; distribution of proceeds. Any loss covered by the property policy under subdivision (i)(1) 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 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

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betterments the Association may insure. Owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

(viii) Mandatory Owner coverage. The Board may, under the Declaration and Bylaws or by rule, require Owners to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the Unit. The personal liability of an Owner or Association member must include the deductible of the Owner whose Unit was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

If the Owner does not purchase or produce evidence of insurance requested by the Board, the Board may purchase the insurance coverage and charge the premium cost back to the Owner. In no event is the Board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.

(ix) Certificates of insurance. Contractors and vendors (except public utilities) doing business with a condominium Association under contracts exceeding \$10,000 per year must provide certificates of insurance naming the Association, its Board, and its managing agent as additional insured parties.

(x) 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 10 days before settling the claim. The Association may not veto the settlement unless otherwise provided by contract or statute.

(c) Upon authorization by a two-thirds (2/3) vote of the members of the Board or by the affirmative vote of the Owners having more than one-half (1/2) of the total votes 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 assessed against and levied upon the Owners. In addition, the Board may act on behalf of all Owners 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 such services shall be common expense. The Board may not enter into a contract with a current Board member or with a corporation or partnership in which a Board member or a member of the Board member's immediate family has 25% or more interest, unless notice of intent to enter the contract is given to Owners within 20 days after a decision is made to enter into the contract and the Owners are afforded an opportunity by filing a petition, signed by 20% of the Owners, for an election to approve or disapprove the contract; such petition shall be filed within 20 days after such notice and such election shall be held within 30 days after filing the petition; for purposes of this

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subsection, a Board member's immediate family means the board member's spouse, parents, and children;

(d) Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the 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.

(e) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure to 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 a first class condominium apartment building or for the enforcement of these restrictions.

(f) 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.

(g) 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.

(h) 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 under the Act, this Declaration or otherwise. 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.

(i) 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 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 Five Thousand Dollars (\$5,000.00), without in each case the prior approval of the voting members holding two-thirds (2/3) of the total votes.

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(j) 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.

(k) The Board may adopt such reasonable rules and regulations and amendments thereto as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants of the Property after a meeting of the Owners called for the specific purpose of discussing the proposed rules and regulations which conforms to the procedural requirements for the calling of a regular or special meeting of the Association. No quorum is required at this meeting. However, no rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution. Subsequent to Board action adopting or amending the rules and regulations the Board shall give written notice of such rules and regulations to all Owners and Occupants and the entire Property shall at all times be maintained subject to such rules and regulations.

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

(m) The Board may elect to have common expenses for insurance premiums assessed on a basis reflecting any increased charges for coverage on certain Units and common expenses made in connection with the expenditures for Limited Common Elements assessed only to those Units to which such Limited Common Elements are assigned.

(n) The Board, by a two-thirds vote, 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) No Authority to Forebear the Payment of Assessments. The Association shall have no authority to forebear the payment of assessments by any Owner.

(q) Late Charges and Fines. The Board shall have the authority to impose charges for late payment for Owner's proportionate shares of the common expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, may levy reasonable fines for violations of the Declaration, by-laws and rules and regulations of the Association.

(r) Pledging of Future Income as Collateral. The Board shall have the right to assign its future income, including the right to receive common expenses.

(s) Cable Television Easements. The Board shall have the right to record the granting of an easement for the laying of cable television cable where authorized by Owners

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holding a majority of more than fifty percent (50%) of the total votes at a meeting of the Owners duly called for such purpose. The granting of such easement shall be in accordance with the terms and conditions of any local ordinances providing for cable television in the municipality.

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

For the purpose of this subsection a management company shall be defined as a person, partnership, corporation, or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for an Owner, Owners or association of Owners for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day to day operation and management of any property subject to the Act. For purposes of this subsection, the term "fiduciary insurance coverage" shall be defined as both a fidelity bond and directors and officers liability coverage, the fidelity bond in the full amount of Association funds and Association reserves that will be in the custody of the Association, and the directors and officers liability coverage at a level as shall be determined to be reasonable by the board of managers, if not otherwise established by the declaration or by laws.

(u) Other Authority Granted by the Act. The Board shall have such additional authority as is authorized by the Act.

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

- (i) merger or consolidation of the Association;
- (ii) sale, lease, exchange, or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the Association; and

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- (iii) the purchase or sale of land or of units on behalf of all Owners.

In the performance of their duties the officers and members of the Board are required to exercise the care required by a fiduciary of the Owners.

8. Liability of the Board. The members of the Board 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 against all contractual liability to others arising out of contracts made by the Board 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 or out of the aforesaid indemnity in favor of the members of the Board 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 or by the managing agent on behalf of the Owners shall provide that the members of the Board 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 percentage of interest in the Common Elements bears to the total percentage interest of all Owners in the Common Elements.

9. (a) In the event of any resale of a Unit by an Owner such Owner shall obtain from the Board and shall make available for inspection to the prospective purchaser, upon demand, the following:

(i) A copy of the Declaration, By-laws, other Condominium Instruments and any rules and regulations.

(ii) A statement of any liens, including a statement of the account of the Unit setting forth the amounts of unpaid assessments and other charges due and owing as authorized and limited by the provisions of Section 9 of the Act or the Condominium Instruments.

(iii) A statement of any capital expenditures anticipated by the Association within the current or succeeding two fiscal years.

(iv) A statement of the status and amount of any reserve for replacement fund and any portion of such fund earmarked for any specified project by the Board.

(v) A copy of the statement of financial condition of the Association for the last fiscal year for which such statement is available.

(vi) A statement of the status of any pending suits or judgments in which the Association is a party.

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(vii) A statement setting forth what insurance coverage is provided for all Owners by the Association.

(viii) A statement that any improvements or alterations made to the Unit, or the Limited Common Elements assigned thereto, by the prior Owner are in good faith believed to be in compliance with the Condominium Instruments.

(ix) The identity and mailing address of the principal officer of the Association or of the other officer or agent as is specifically designated to receive notices.

(b) The principal officer of the Association or such other officer as is specifically designated shall furnish the above information when requested to do so in writing and within 30 days of the request.

(c) Within 15 days of the recording of a mortgage or trust deed against a unit ownership given by the Owner of that Unit to secure a debt, the Owner shall inform the Board of the identity of the lender together with a mailing address at which the lender can receive notices from the Association. If an Owner fails or refuses to inform the Board as required under subsection (c) then that Owner shall be liable to the Association for all costs, expenses and reasonable attorneys fees and such other damages, if any, incurred by the Association as a result of such failure or refusal.

(d) A reasonable fee covering the direct out-of-pocket cost of providing such information and copying may be charged by the Association or its Board to the unit seller for providing such information.

ARTICLE VI ASSESSMENTS - MAINTENANCE FUND

1. (a) Each year on or before November 15th, 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. Each Owner shall receive, at least, thirty (30) days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for capital expenditures or repairs or payment of real estate taxes. Each Owner shall also receive notice, in the same manner as is provided in the Act for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget, any subsequent increase or decrease therein, or establishment of an assessment. Immediately after adoption, the Board shall distribute to each Owner a detailed annual budget, setting forth with particularity all anticipated common expenses by category as well as all anticipated assessments and their income. The budget shall set forth each Owner's common assessment. The "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Owner, jointly and severally, shall be personally liable for and to pay to the Board or as it may direct,

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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 or paid, together with an indication of which portions were for capital expenditures or repairs or payment of real estate taxes and 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.

(b) (i) Each Owner shall receive notice, in the same manner as is provided in the Act for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment, (ii) except as provided in subsection (iv) below, if an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by Owners with 20 percent of the votes of the Association delivered to the Board within 14 days of the Board action, shall call a meeting of the Owners within 30 days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Owners are cast at the meeting to reject the budget or separate assessment, it is ratified, (iii) any common expense not set forth in the budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against all Owners, (iv) separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Owner approval or the provisions of item (ii) above or item (v) 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 Owners, (v) assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of two-thirds of the total votes of all Owners, (vi) the Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by items (iv) and (v), the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

2. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage ownership in the Common Elements. Prior to the levying of such further assessment, each Owner shall receive notice, in the same manner as provided for membership meetings, or any meeting of the Board concerning the adoption of such further assessment. Subsequent to Board action adopting such further assessment, the Board shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become

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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 provided that such further assessment shall be subject to the provisions of Section 1(b) of this Article. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

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

4. 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.

5. Records of the Association. (a) The Board shall keep and maintain the following records, or true and complete copies of these records, at the Association's principal office:

- (1) the Association's Declaration, Bylaws, and plats of survey, and all amendments of these;
- (2) the rules and regulations of the Association, if any;
- (3) if the Association is incorporated as a corporation, the articles of incorporation of the Association and all amendments to the articles of incorporation;
- (4) minutes of all meetings of the Association and its Board for the immediately preceding 7 years;
- (5) all current policies of insurance of the Association;
- (6) all contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the Owners have obligations or liabilities;
- (7) a current listing of the names, addresses, and weighted vote of all members entitled to vote;

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(8) ballots and proxies related to ballots for all matters voted on by the members of the Association during the immediately preceding 12 months, including but not limited to the election of members of the Board; and

(9) the books and records of account for the Association's current and 10 immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts and expenditures.

(b) Any member of an Association shall have the right to inspect, examine, and make copies of the records described in subdivisions (1), (2), (3), (4), and (5) of subsection (a) of this Section, 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 or its authorized agent, stating with particularity the records sought to be examined. Failure of an Association's Board to make available all records so requested within ten (10) days of receipt of the member's written request shall be deemed a denial.

Any member who prevails in an enforcement action to compel examination of records described in subdivisions (1), (2), (3), (4), and (5) of subsection (a) of this Section shall be entitled to recover reasonable attorney's fees and costs from the Association.

(c-d) (Blank).

(e) Except as otherwise provided in subsection (g) of this Section, any member of an Association shall have the right to inspect, examine, and make copies of the records described in subdivisions (6), (7), (8), and (9) of subsection (a) of this Section, 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 Board or its authorized agent, stating with particularity the records sought to be examined and a proper purpose for the request. Subject to the provisions of subsection (g) of this Section, failure of the Board to make available all records so requested within ten (10) business days of receipt of the member's written request shall be deemed a denial; provided, however, that the Board that has adopted a secret ballot election process as provided in Section 18 of the Act shall not be deemed to have denied a member's request for records described in subdivision (3) of subsection (a) of this Section if voting ballots, without identifying unit numbers, are made available to the requesting member within ten (10) days of receipt of the member's written request.

In an action to compel examination of records described in subdivisions (6), (7), (8), and (9) of subsection (a) of this Section, the burden of proof is upon the member to establish that the member's request is based on a proper purpose. Any member who prevails in an enforcement action to compel examination of records described in subdivisions (6), (7), (8), and (9) of subsection (a) of this Section shall be entitled to recover reasonable attorney's fees and costs from the Association only if the court finds that the board of directors acted in bad faith in denying the member's request.

(f) 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

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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.

(g) Notwithstanding the provisions of subsection (e) of this Section, unless otherwise directed by court order, an Association need not make the following records available for inspection, examination, or copying by its members:

(1) documents relating to appointment, employment, discipline, or dismissal of Association employees;

(2) documents relating to actions pending against or on behalf of the Association or its Board in a court or administrative tribunal;

(3) documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or its Board in a court or administrative tribunal;

(4) documents relating to common expenses or other charges owed by a member other than the requesting member; and

(5) 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.

(h) The provisions of this Section are applicable to all Condominium Instruments recorded under the Act. Any portion of a condominium instrument that contains provisions contrary to these provisions shall be void as against public policy and ineffective. Any condominium instrument that fails to contain the provisions required by this Section shall be deemed to incorporate the provisions by operation of law.

(i) 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. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the owners in the percentages set forth in Exhibit "B."

7. 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 therefor 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

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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 Act. In addition to the foregoing, the Board or its agent shall have such other rights and remedies to enforce such collections as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Owner shall fail to pay the proportionate share of the common expenses or of any other expenses required to be paid hereunder when due, such right and remedies shall include the right to take possession of such defaulting Owner's interest in the property, to maintain for the benefit of all other Owners an action in the manner prescribed by Article IX of the Code of Civil Procedure, and to execute leases of such defaulting Owner's interest in the property and apply the rents derived therefrom against such expenses. Leases not to exceed twelve (12) months.

ARTICLE VII

Covenants and Restrictions as to Use and Occupancy

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

(a) No part of the Property shall be used for other than housing and related common purposes for which the property was designed. Each Unit or any two or more 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. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

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

(c) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Buildings 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. Each Owner shall be responsible for his own insurance on any decorating, improvements and betterments in his own Unit.

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(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) The use and the covering of the interior surfaces of the glass doors appurtenant to the Units in the Building, whether by draperies, shades or other items visible from the exterior of the Building, shall be subject to the rules and regulations of the Board.

(g) In order to insure proper operation any washer or dryer or other laundry equipment installed in any Unit shall comply both as to type of equipment and as to plumbing and electrical installation with minimum standards by rules and regulations from time to time made by the Board. In order to enhance the soundproofing of the Building the floor-covering for all occupied Units shall meet the minimum standard as may be specified by rules and regulations of the Board.

(h) 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 a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Board.

(i) 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.

(j) 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.

(k) 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.

(l) 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 the storage area designated for that purpose, and patio areas may be used for their intended purposes.

(m) 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, except upon the written consent of the Board.

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(n) 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.

(o) Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

(p) The Unit restrictions in paragraphs (a) and (m) of this Article VII shall not, however, be construed in such a manner as to prohibit an Owner from: (a) maintaining his personal professional library therein; (b) keeping his personal business or professional records or accounts therein; or (c) 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 (m) of this Article VII.

ARTICLE VIII Sale, Leasing or Other Alienation

1. Sale or lease. Any Owner who wishes to sell or lease his Unit Ownership pursuant to subsections (a) and (b) that govern leasing herein shall give 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 considering the 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 may, at the expiration of the said thirty (30) 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 fails to close said proposed sale or lease transaction within ninety (90) days, the Unit Ownership shall again become subject to the Board's right of the first refusal as herein provided.

(a) Leasing. Rental or leasing or subleasing or assignment of a lease of Units is prohibited, except as hereinafter provided. To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to an Owner to lease his Unit to a specified lessee for a period of not less than six (6) consecutive months nor more than twelve (12) months on such other reasonable terms as the Board may establish. Such permission may be granted by the Board only upon the written application by the Owner to the Board. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. The Board has sole and complete discretion to approve or disapprove any Owner's application for a lease; provided, however, that in no event shall any Owner be permitted to lease or rent such Unit for more than twelve (12) consecutive months. The Board's decision shall be final and binding.

(b) Copies of all leases presently in effect must be submitted to the Board within thirty (30) days of the effective date of this amendment. All leases shall be in writing and each

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and every lease shall be subject to the terms of this Declaration By-Laws and the rules and regulations promulgated thereunder and any failure by the lessee to comply with the terms of said Declaration, By-Laws or rules and regulations shall be a default under the lease.

2. Gift. Any Owner who wishes to make a gift of his 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.

3. 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 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 eight (8) months

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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.

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

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

5. Consent of Owners. The Board shall not exercise any option hereinabove set forth to purchase any Unit Ownership or interest therein without the prior written consent of the Owners 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 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 Owners having 75% of the total votes, which said consent shall set forth 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.

6. Release or Waiver of Option. Upon the written consent of at least three-fourths (3/4) of the Board members, any of the options contained on this Article VIII may be released or waived and the Unit Ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

7. Proof of Termination of Option. A certificate executed and acknowledged by 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, all 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

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this Article have been waived, upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00).

8. Financing of Purchase Under Option. (a) Acquisition of Unit Ownerships or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each Owner in the ratio that his percentage of ownership in the Common Elements as set forth in Exhibit "B" 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 paragraph (g) 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.

9. 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 Association, 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 (a) of this Article.

10. Exceptions to Board's Right of First Refusal. The Board's right of first refusal as provided in Sections 1, 2 and 3 of this Article VIII shall not apply to any sale, lease, gift, devise or other transfer between co-owners of the same Unit, or to the spouse, 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 or lawful children of the Owner, or any one or none of them.

ARTICLE IX DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

1. Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event within thirty (30) days after said damage or destruction, the 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 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

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proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B," 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.

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

3. Repair, restoration or reconstruction of the improvements as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the 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 XII 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 REMEDIES FOR BREACH OF COVENANTS RESTRICTIONS AND REGULATIONS

1. Abatement and Enjoyment. 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

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may exist thereon contrary to the intent and meaning of the provisions hereof, and the Trustee, or its beneficiaries, or their 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 7% 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.

2. Involuntary Sale. If any Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall reoccur more than once after such notice, then the Board shall have the power to issue to the defaulting Owner a ten-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 said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and, subject to the Board's rights as provided in Section 4, 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 XII GENERAL PROVISIONS

1. 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.

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2. Notices provided for in this Declaration and in the Act shall be in writing, and shall be addressed to the Board or Association, or any Owner, as the case may be at 2838 to 2858 West Touhy Avenue, Chicago, Illinois (indicating thereon the number of the respective Unit if addressed to an Owner), or at such other address as herein provided. The President of the Association is hereby designated as the person to mail or receive all notices as provided for in the Act and in this Declaration. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving 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 acknowledgment 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.

3. 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 herein the estate of such deceased Owner is being administered.

4. Each Owner or 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.

5. 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.

6. 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 3/4ths 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 Act.

7. 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.

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8. 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 Richard J. Daley, Mayor of Chicago and Richard M. Nixon, President of the United States.

9. 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.

10. In the event title to any Unit Ownership is conveyed to a land titleholding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the 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.

11. Provisions of the Act. This Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease executed or renewed on or after August 30, 1984.

12. Conflict with Act. In the event of a conflict between the provision of this Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and any provision of the Act, as amended, the provisions of the Act shall prevail.

APPROVED THIS 18th DAY OF February, 2014 BY AT LEAST TWO-THIRDS OF THE BOARD OF DIRECTORS OF CHESTERFIELD ON TOWNSHIP CONDOMINIUM ASSOCIATION:

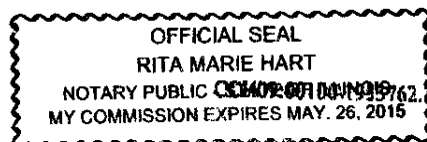
Barbara Bengat

Barbara Bengat

[Signature]

Sworn to and subscribed before me this 18th day of February, 2014

[Signature]
Notary Public



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EXHIBIT A LEGAL DESCRIPTION

Lot 1 (except the north 160 feet thereof and except the South 37.50 feet of the North 197.50 feet of the West 147 feet thereof) in Muno's Subdivision in the Southwest Quarter of Section 25, Township 41 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. 3769788;

also

That part of a strip of land 21-1/2 feet more or less in width lying East of the East line of Lot 1 in Muno's Subdivision and West of the West line of McGuire and Orrs Second Addition to Rogers Park in Section 25, Township 41 North, Range 13, East of the Third Principal Meridian and lying South of a line 160 feet South of the North line of said Lot 1 extended East in Cook County, Illinois,

EXHIBIT B To DECLARATION OF CONDOMINIUM OWNERSHIP And Of EASEMENTS, RESTRICTIONS AND COVENANTS For CHESTERFIELD ON TOUHY CONDOMINIUM

Unit	Address	PIN	Percentage
1.	2838 W. Touhy Avenue	10-25-328-008-1001	1.6706
2.	2838 W. Touhy Avenue	10-25-328-008-1002	1.6666
3.	2838 W. Touhy Avenue	10-25-328-008-1003	1.6666
4.	2838 W. Touhy Avenue	10-25-328-008-1004	1.6666
5.	2838 W. Touhy Avenue	10-25-328-008-1005	1.6666
6.	2838 W. Touhy Avenue	10-25-328-008-1006	1.6666
7.	2838 W. Touhy Avenue	10-25-328-008-1007	1.6666
8.	2838 W. Touhy Avenue	10-25-328-008-1008	1.6666
9.	2840 W. Touhy Avenue	10-25-328-008-1009	1.6666
10.	2840 W. Touhy Avenue	10-25-328-008-1010	1.6666
11.	2840 W. Touhy Avenue	10-25-328-008-1011	1.6666
12.	2840 W. Touhy Avenue	10-25-328-008-1012	1.6666
13.	2840 W. Touhy Avenue	10-25-328-008-1013	1.6666
14.	2840 W. Touhy Avenue	10-25-328-008-1014	1.6666
15.	2840 W. Touhy Avenue	10-25-328-008-1015	1.6666
16.	2840 W. Touhy Avenue	10-25-328-008-1016	1.6666
17.	2844 W. Touhy Avenue	10-25-328-008-1017	1.6666
18.	2844 W. Touhy Avenue	10-25-328-008-1018	1.6666
19.	2844 W. Touhy Avenue	10-25-328-008-1019	1.6666
20.	2844 W. Touhy Avenue	10-25-328-008-1020	1.6666
21.	2844 W. Touhy Avenue	10-25-328-008-1021	1.6666

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22.	2844 W. Touhy Avenue	10-25-328-008-1022	1.6666
23.	2844 W. Touhy Avenue	10-25-328-008-1023	1.6666
24.	2844 W. Touhy Avenue	10-25-328-008-1024	1.6666
25.	2846 W. Touhy Avenue	10-25-328-008-1025	1.6666
26.	2846 W. Touhy Avenue	10-25-328-008-1026	1.6666
27.	2846 W. Touhy Avenue	10-25-328-008-1027	1.6666
28.	2846 W. Touhy Avenue	10-25-328-008-1028	1.6666
29.	2846 W. Touhy Avenue	10-25-328-008-1029	1.6666
30.	2846 W. Touhy Avenue	10-25-328-008-1030	1.6666
31.	2846 W. Touhy Avenue	10-25-328-008-1031	1.6666
32.	2846 W. Touhy Avenue	10-25-328-008-1032	1.6666
33.	2850 W. Touhy Avenue	10-25-328-008-1033	1.6666
34.	2850 W. Touhy Avenue	10-25-328-008-1034	1.6666
35.	2850 W. Touhy Avenue	10-25-328-008-1035	1.6666
36.	2850 W. Touhy Avenue	10-25-328-008-1036	1.6666
37.	2850 W. Touhy Avenue	10-25-328-008-1037	1.6666
38.	2850 W. Touhy Avenue	10-25-328-008-1038	1.6666
39.	2850 W. Touhy Avenue	10-25-328-008-1039	1.6666
40.	2850 W. Touhy Avenue	10-25-328-008-1040	1.6666
41.	2852 W. Touhy Avenue	10-25-328-008-1041	1.6666
42.	2852 W. Touhy Avenue	10-25-328-008-1042	1.6666
43.	2852 W. Touhy Avenue	10-25-328-008-1043	1.6666
44.	2852 W. Touhy Avenue	10-25-328-008-1044	1.6666
45.	2852 W. Touhy Avenue	10-25-328-008-1045	1.6666
46.	2852 W. Touhy Avenue	10-25-328-008-1046	1.6666
47.	2856 W. Touhy Avenue	10-25-328-008-1047	1.6666
48.	2856 W. Touhy Avenue	10-25-328-008-1048	1.6666
49.	2856 W. Touhy Avenue	10-25-328-008-1049	1.6666
50.	2856 W. Touhy Avenue	10-25-328-008-1050	1.6666
51.	2856 W. Touhy Avenue	10-25-328-008-1051	1.6666
52.	2856 W. Touhy Avenue	10-25-328-008-1052	1.6666
53.	2856 W. Touhy Avenue	10-25-328-008-1053	1.6666
54.	2856 W. Touhy Avenue	10-25-328-008-1054	1.6666
55.	2858 W. Touhy Avenue	10-25-328-008-1055	1.6666
56.	2858 W. Touhy Avenue	10-25-328-008-1056	1.6666
57.	2858 W. Touhy Avenue	10-25-328-008-1057	1.6666
58.	2858 W. Touhy Avenue	10-25-328-008-1058	1.6666
59.	2858 W. Touhy Avenue	10-25-328-008-1059	1.6666
60.	2858 W. Touhy Avenue	10-25-328-008-1060	1.6666

100%