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**AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS
AND COVENANTS AND BY-LAWS FOR
ELK GROVE ESTATES TOWNHOME CONDOMINIUM PARCEL "E"**

**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 AND BY-LAWS FOR ELK GROVE ESTATES TOWNHOME CONDOMINIUM PARCEL "E"

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS AND BY-LAWS FOR ELK GROVE ESTATES TOWNHOME CONDOMINIUM PARCEL "E"

RECITALS:

WHEREAS, the Association and its owners are the legal titleholders of certain real estate in Cook County, Illinois described on Exhibit "A" attached hereto.

WHEREAS, the above described real estate is now improved with eighteen (18) townhouse buildings containing a total of seventy-two (72) residential units, which buildings are commonly known as ELK GROVE ESTATES TOWNHOME CONDOMINIUM PARCEL "E".

WHEREAS, the Developer, by the recording of the Original Declaration, submitted the Property (as hereinafter defined) to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time; and established, for its own benefit and that of all future owners or occupants of the Property, and each part thereof; certain easements and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof.

WHEREAS, no less than two-thirds (2/3) of the Board has approved this Amended and Restated Declaration at a meeting held on _____, 2014, pursuant to Section 27(b) of the Illinois Condominium Property Act (as defined below). Further, a copy of this Amended and Restated Declaration has been mailed by certified mail to all lienholders of record.

NOW THEREFORE, the Association and its owners, for the purposes above set forth DECLARE AS FOLLOWS:

ARTICLE I - DEFINITIONS

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

1.01 Act: The Condominium Property Act of the State of Illinois, as amended from time to time.

1.02 Association: The Association of all Unit Owners, acting pursuant to the By-Laws through its duly elected Board of Managers.

1.03 Board: The Board of Managers of the Elk Grove Estates Townhome Condominium Parcel "E", as constituted from time to time pursuant to the applicable provisions of this Declaration and By-Laws.

1.04 Declaration: This instrument, the Amended and Restated Declaration, and such Declaration as from time to time amended.

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1.05 Unit: A part of the Property delineated on the original plat designed or intended for any type of independent use permitted by this Declaration, and having lawful access to a public way.

1.06 Parking Area: The part of the Common Elements provided for parking automobiles as shown on the Plat, as defined herein.

1.07 Garage Space: Areas provided within each Unit for indoor parking of a single automobile.

1.08 Parcel: The lot or lots, tract or tracts of land described in this Declaration, submitted to the Act.

1.09 Building: All structures consisting of residential buildings, attached or unattached, containing one or more Units located on the Parcel, as more specifically described in Article II hereof.

1.10 Property: All the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the Act.

1.11 Common Elements: All portions of the Property except the Units, including Limited Common Elements unless otherwise specified.

1.12 Limited Common Elements: A portion of the Common Elements so designated in the Declaration as being reserved for the use of a certain Unit or Units to the exclusion of other Units, including but not limited to balconies, terraces, patios, shutters, awnings, doorsteps, perimeter doors, windows in perimeter walls, and parking spaces or facilities.

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

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

1.15 Unit Owner: The Person or Persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit. Unless otherwise specifically provided herein, the word "Owner" shall include any beneficiary of a trust, shareholder of a corporation or partner or a partnership holding legal title to a Unit Ownership.

1.16 Occupant: Person, other than an Owner, in possession of a Unit.

1.17 Majority or "Majority of Unit Owners": The owners of more than 50% in the aggregate in interest of the undivided ownership of the Common Elements. Any specified

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percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership. "Majority" or "majority of the members of the board of managers" means more than 50% of the total number of persons constituting such board pursuant to the bylaws.

1.18 Meeting of Board of Managers: A gathering of a quorum of the members of the Board held for the purpose of conducting Board business.

1.19 Reserves: Those sums paid by Unit Owners which are separately maintained by the Board of Managers for purposes specified by the Board of Managers or the condominium instruments.

1.20 Common Expenses: The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board of Managers.

1.21 Record: Means to record in the Office of the Recorder of Deeds of Cook County.

1.22 Plat: Means the plat or plats of survey of the parcel and of all units in the property submitted to the provisions of the Act, which consists of a three-dimensional horizontal and vertical delineation of all such units. Said plat was recorded with the Original Declaration and shall be incorporated herein by reference only.

1.23 Original Declaration: The Declaration of Condominium Ownership recorded with the Cook County Recorder of Deeds as Document No. 21673693, as amended from time to time.

Unless the provisions of this Declaration require otherwise, words imparting the masculine gender shall include the feminine; words imparting the singular shall include the plural, and words imparting the plural, shall include the singular.

ARTICLE II - UNITS

2.01 Description and Ownership. All Units in the Buildings located on the Parcel are delineated on the Plat attached to the Original Declaration, and are legally described as follows:

Units U1, U2, U3, U4, U5, U6, U7, U8, U9, U10, U11, U12, U13, U14, U15, and U16, as delineated on a survey of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 145 and 151 in Elk Grove Estates Townhome Condominium Parcel "E", being a subdivision of the Southwest Quarter of Section 29 and part of the Northwest Quarter of Section 32, all in Township 41 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois, according to the plat thereof recorded September 23, 1971 as Document No. 21636091 in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by Vale Development Company, recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 21673693.

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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 on the Plat. To the extent that perimeter and partition walls, floors or ceilings are designated as the boundaries of the Units, all decorating, wall and floor coverings, paneling, molding, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof, shall be deemed a part of such Units, while all other portions of such walls, floors or ceilings and all portions of perimeter doors and all portions of windows in perimeter walls shall be deemed part of the common elements. The legal description of each Unit shall consist of the identifying number or symbol of each Unit as shown on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat and every such description shall be deemed good and sufficient for all purposes. Except as provided by the Condominium Property Act, no owner shall, by deed, plat or otherwise, subdivide or in any other manner cause a Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

2.02 Certain Structures Not Constituting Part of a Unit. If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lies partially within and partially outside of the designated boundaries of a unit, any portions thereof serving only that unit shall be deemed a part of that unit, while any portions thereof serving more than one unit or any portions of the common elements shall be deemed a part of the common elements. All space and other fixtures and improvements within the boundaries of a unit shall be deemed a part of that unit. No Owner shall own any pipes, wires, conduits, public utility lines or structural components running through a Unit and serving more than that Unit except as a tenant in common with all other Owners.

2.03 Limited Common Elements. Any shutters, awnings, window boxes, doorsteps, porches, balconies, patios, perimeter doors, windows in perimeter walls, and any other apparatus designed to serve a single unit shall be deemed a limited common element appertaining to that unit exclusively.

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

ARTICLE III - COMMON ELEMENTS

3.01 Description. Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the

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generality of the foregoing, the Common Elements shall include the land, outside walks and driveways, landscaping, stairways, entrances and exits, halls, lobbies, corridors, storage areas, balconies, patios, roof, structural parts of the Building, Parking Area, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, and such component parts of walls, floors and ceilings as are not located within the Units.

3.02 Ownership of Common Elements. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all 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 each Unit for housing purposes and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with each 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 except as otherwise provided by the Condominium Property Act. Declarant has so determined each Unit's corresponding percentage of ownership in the Common Elements as set forth in Exhibit "A" attached hereto.

3.03 Disclaimer of Bailee's Liability. Neither the Board nor the Association shall be considered the bailee of any personal property stored in the Common Elements (including but not limited to property located in storage lockers), whether or not exclusive possession of any particular areas shall be given to any Unit Owner for storage purposes, and shall not be responsible for any loss or damage thereto, whether or not due to the negligence of the Board and/or Association, any agents of the Association or any third parties, each Owner accepting full responsibility and liability for any and all such property.

ARTICLE IV - GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

4.01 Submission of Property to the Condominium Property Act. The property has been and shall be submitted to the provisions of the Condominium Property Act of the State of Illinois. The Association is and shall be incorporated under the Illinois Not-For-Profit Corporation Act and maintain a registered agent and file an annual report.

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

4.03 Easements (Encroachments). In the event that, by reason of the construction, repair, reconstruction, settlement or shifting of the Building, any portion of the Common Elements encroaches or shall hereafter encroach upon any portion of any Unit, or any portion of any Unit encroaches or shall hereafter encroach upon any portion 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

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reasonable use appurtenant to the 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 mains, pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any portion of any Unit, valid mutual easements for the maintenance of such encroachment and for such use of the Common Elements are hereby established and shall exist for the Owners of such Units or the Common Elements, 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 intentional, willful or negligent conduct of any Owner or that of his agent.

4.04 Utility Easements. Ameritech, ComEd, NICOR, and all other public utilities serving the Property are hereby granted the right to lay, construct, renew, alter, remove, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Elements for the purpose of providing utility services to the Property. A majority of more than 50% of the Unit Owners at a meeting of Unit Owners duly called for such purpose may authorize the granting of an easement for the laying of cable television cable. The grant of such easement shall be according to the terms and conditions of the local ordinance providing for cable television in the municipality. The Board may hereafter grant additional utility easements for the benefit of the Property over, under, along and on any portion of the Common Elements, and each Owner hereby grants to the Board an irrevocable power of attorney to execute, acknowledge, register and record for and in the name of all the Owners, such instruments as may be necessary to effectuate the foregoing. Further, a majority of more than 50% of the Unit Owners at a meeting of Unit Owners duly called for such purpose may authorize the granting of an easement to a governmental body for construction, maintenance or repair of a project for protection from water damage or erosion.

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

4.06 Parking Area. The Parking Area has been divided into Parking Spaces as delineated on the Plat. The legal description of each such Parking Space shall consist of the identifying number or symbol of such Parking Space as shown on the Plat, which description shall be deemed good and sufficient for all purposes. Each unit Ownership shall include as a right and easement appurtenant thereto a grant of a perpetual and exclusive easement, hereinafter referred to as the "Parking Easement", consisting of the right to use for parking purposes not less than one Parking Space. The Parking Easement to a specific Parking Space or Spaces shall have been determined and allocated to a specific Unit Ownership by the original Declarant; provided, however, that a Parking Easement to the Parking Spaces adjacent to each Building as delineated on the Plat shall be assigned only to Owners of Units located in each such Building, respectively.

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Each deed, lease, mortgage or other instrument affecting a Unit Ownership shall include the Parking Easement to the specific Parking Space or Spaces so allocated and appurtenant thereto. Any such deed, lease, mortgage or other instrument purporting to affect a Unit Ownership without also including the Parking Easement to the specific Parking Space or Parking Spaces expressly allocated to said Unit, shall be deemed and taken to include the said Parking Easement to the said Parking Space or Spaces, even though not expressly mentioned or described therein. Any unassigned Parking Spaces may be used by any Owner subject to such rules and regulations as the Board may prescribe from time to time. Owners and the Board may exchange or lease Parking Easements between themselves and Owners and the Board may lease Parking Easements to Occupants, but not to any person or entity who is not an Owner or Occupant. The term of any lease of a Parking Easement shall not exceed one year and shall automatically terminate upon the sale, lease, gift, devise, mortgage or other transfer of a Unit to which such Parking Easement is appurtenant. Owners and the Board may convey Parking Easements on such basis as they deem appropriate but only to another Owner or to the Board. Any Parking Easement appurtenant to a Unit shall pass with the title to such Unit, even though not expressly mentioned in the deed, lease, mortgage or other document passing such title. The entire 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 consistent with the terms of the Declaration.

4.07 Air Conditioning Units. The Owners of Dwelling Unit in each Building, respectively, shall have an exclusive right and easement on, over and across that part of the Common Elements adjoining each Building on which the Air Conditioning Units serving each Building respectively, are located, to the exclusion of any other Owners, subject only to the rights of the Board of Managers, their agents, and employees. No Owner shall alter the position of an Air Conditioning Unit, or decorate, fence, enclose, landscape, adorn or otherwise alter the said portion of the Common Elements, unless he shall first obtain the written consent of the Board of Managers to do so.

4.08 Exclusive Ingress and Egress Easements. The Owners of Dwelling Units in each Building, respectively, shall have an exclusive right and easement on, over and across that part of the Common Elements located in such Building, respectively, to the exclusion of any other Owners, subject only to the rights of the Board of Managers, their agents, and employees to enter the Building to perform those duties which the Board of Managers is required or permitted to perform.

4.09 Limited Common Elements, Balconies & Patios. A valid exclusive easement is established for the benefit of each Unit and its Owner, consisting of the right to use and occupy the balcony or patio designed for and adjoining the Unit. Any shutters, awnings, window boxes, doorsteps, balconies, patios, perimeter doors, windows in perimeter walls, and any other apparatus designed to serve a single Unit shall be deemed a Limited Common Element appertaining to that Unit exclusively. No Owner shall decorate, fence, enclose, landscape, adorn or alter their balcony or patio in any manner contrary to the rules and regulations as may be established by the Board, as hereinafter provided, or unless the Owner shall first obtain the written consent from the Board.

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4.10 Easements to Run with the 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 any Owner, Occupant, Purchaser, Mortgagee and other Person having an interest in the Property, or any part 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 the Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

4.11 Street and Utilities Dedication. Two-thirds majority of the Unit Owners at a meeting of unit owners duly called for such purpose may elect to dedicate a portion of the Common Elements to a public body for use as, or in connection with, a street or utility.

ARTICLE V – BYLAWS - ADMINISTRATION

5.01 Administration of the Property. The direction and administration of the Property shall be vested in a Board which shall consist of five (5) Persons who shall be elected at large from among the Unit Owners. If there are multiple Owners of a single Unit, only one (1) of the multiple Owners shall be eligible to serve as a member of the Board at any one time. Each member of the Board shall be an Owner, provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural Person, then any officer, director or other designated agent of such corporation, partnership, trust or other designated agent shall be eligible to serve as a member of the Board. The Board of Managers shall have standing and capacity to act in a representative capacity in relation to matters involving the common elements or more than one unit, on behalf of the unit owners, as their interest may appear.

5.02 Association. The Elk Grove Estates Townhome Condominium Parcel "E" (herein called the "Association") shall be the governing body for all the Owners, for the maintenance, repair, replacement, administration and operation of the Property. The Board of Directors of the Association shall be deemed to be the Board of Managers referred to herein and in the Condominium Property Act. All Owners are members of the Elk Grove Estates Homeowner's Association, an Illinois not-for-profit corporation, as more specifically set forth in the Declaration of Covenants, Conditions and Restrictions, recorded in the Office of the Recorder of Deeds, Cook County, Illinois, as Document No. 20995530. Every Owner shall be a member of the Association, which membership shall automatically terminate upon the sale, transfer or other disposition of such Owner's Unit Ownership, at which time the new Owner shall automatically become a member therein. The Association shall have only one (1) class of membership.

5.03 Voting Rights. There shall be one Person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Owners. Such Person shall be known (and hereinafter referred to) as a "voting member". Such voting member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some Person designated to act as proxy for such Owner(s) and who need not be an Owner. A Unit Owner may vote by

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proxy executed in writing by the unit owner or by his duly authorized attorney in fact. The proxy shall be invalid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy, and every proxy must bear the date of its execution. Any proxy distributed for Board elections gives Unit Owners the opportunity to designate any person as the proxy holder and gives the unit owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name. Any or all of such Owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member in person or by proxy. The total number of votes of all voting members shall be 100, and each voting member shall be entitled to the number of votes equal to the percentage of ownership in the Common Elements applicable to such voting member's Unit Ownership as set forth in Exhibit "A".

Any specified percentage of the members, whether majority or otherwise, for purposes of voting or for any other purpose, wherever provided in these Bylaws, shall mean such percentage of the total number of votes hereinabove set forth. Such percentage shall be computed in the same manner as is a specified percentage of the Unit Owners of the Condominiums as provided in the Declaration, provided, however, that when 30% or fewer of the Units, by number possess over 50% in the aggregate of the votes as provided herein, any percentage vote of the members specified herein or in the Declaration shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

5.04 Secret Ballot. The association may, upon the 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 adopts rules to verify the status of the unit 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.

5.05 Meetings of the Voting Members. Meetings of the voting members shall be held at the Property or at such other place in Cook County, Illinois as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members having 20% of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting. Matters subject to the affirmative vote of voting members having two-thirds (2/3) or more of the total votes at a meeting duly called for that purpose, shall include, but not be limited to: (1) merger or consolidation of the Association; (2) sale, lease, exchange, mortgage, pledge or other disposition (but not the mortgage or pledge) of all, or substantially all of the Property and assets of the Association; and (3) the purchase or sale of land or of Units on behalf of all Owners.

5.06 Annual Meeting. Members shall hold an annual meeting, one of the purposes of which shall be to elect members of the Board of Managers. The annual meeting of the voting members shall be held upon not less than ten (10) nor more than thirty (30) days' prior written notice to the voting members. The annual meeting of the voting members shall be held on the

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2nd Tuesday of October of each succeeding year thereafter at 7:00 P.M., or at such other reasonable time or date (not more than 30 days before or after such date) as may be designated in a written notice from the Board.

5.07 Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Special meetings shall be called by written notice, authorized by the President of the Association, a majority of the Board, or by the voting members having 20% or more of the total votes. The notices shall specify the date, time and place of the meeting and the matters to be considered.

5.08 Notices of Membership Meetings. Written notice of any membership meeting shall be mailed or delivered giving members no less than ten (10) and no more than thirty (30) days notice of the time, place and purpose of such meeting.

5.09 Election of Board of Managers. At each annual membership meeting the voting members shall elect a Board to fill any vacancies as a result of resignation or expired terms. The Board shall consist of five (5) members elected at large. The terms of at least one-third (1/3) of the members of the Board shall expire annually. If there are multiple Owners of a single Unit, only one of the multiple Owners shall be eligible to serve as a member of the Board at any one time. In all elections for members of the Board, each voting member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Each member of the Board shall hold office until the next annual meeting of the voting members and until a successor shall have been elected and qualified. No member of the Board or officer shall be elected for a term of more than two (2) years, but Board members may succeed themselves. The Board may disseminate to unit 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. 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. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two-thirds (2/3) or more of the total votes. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by a majority vote of those present at its meetings when a quorum exists. A majority of the total members on the Board shall constitute a quorum. The Board shall meet at least four (4) times annually, and the meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. Special meetings of the Board can be called by the President or 25% of the members of the Board. The person or persons permitted to call special meetings of the Board may fix the time and place for holding any special meeting of the Board called by them.

The voting members having two-thirds (2/3) or more of the total votes may from time to time increase or decrease the terms of office of Board Members at any annual or special meeting,

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provided that such number shall not be less than three (3) nor more than seven (7), and that the terms of at least one-third (1/3) of the members of the Board shall expire annually.

5.10 Vacancies. The method of filling vacancies on the Board or among the officers shall be for the remaining members of the Board to fill the vacancy by two-thirds (2/3) vote until the next annual meeting of Unit Owners, or for a period terminating no later than thirty (30) days following the filing of a petition signed by unit owners holding 20% of the votes of the association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term, and that a meeting of the Unit Owners shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners holding 20% of the votes of the Association requesting such a meeting; and the method of filling vacancies among the officers that shall include the authority for the members of the board to fill the vacancy for the unexpired portion of the term.

5.11 Open Meetings/Executive Session. The meetings of the Board of Managers shall be open to any Unit 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 imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses; that any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner; that any Owner may record the proceedings at meetings or portions thereof required to be open by the Act by tape, film or other means. However, the Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of Board Meetings shall be mailed or delivered at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the Person or Persons entitled to such notice pursuant to the Declaration, By-Laws, other condominium instrument, or provision of law, before the meeting is convened. Further, copies of notices of meetings of the Board of Managers shall be posted in entrances, or other conspicuous places in close proximity to the condominium Units at least forty-eight (48) hours prior to the meeting of the Board of Managers.

5.12 Officers. The Board shall elect the following officers from among the members of the Board: a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board and the Association; a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of Secretary; a Treasurer who shall 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 annual membership meeting.

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

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5.14 Contracts. 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% (twenty-five percent) or more interest, unless notice of intent to enter the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by 20% (twenty percent) of the Unit Owners, for an election to approve or disapprove the contract; such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition; for purposes of this subsection, a board member's immediate family means the board member's spouse, parents and children.

5.15 General Powers of the Board. The Board of Managers shall exercise for the Association all powers, duties and authority vested in the Association by law or the condominium instruments except for such powers, duties and authority reserved by law to the members of the Association. The Board, for the benefit of all the Owners, shall acquire and shall pay for out of the maintenance fund all necessary costs and expenses of the Association stated below. The powers and duties of the Board of Managers shall include, but not be limited to, the following:

- (a) To provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements, including heat, water, waste removal, professional management fees, gas, electricity and telephone and other necessary utility service for the Common Elements and (if not separately metered or charged) for Units.
- (b) To prepare, adopt and distribute the annual budget for the Property.
- (c) To levy and expend assessments.
- (d) To collect assessments from unit owners.
- (e) To provide for the employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- (f) To obtain adequate and appropriate kinds of insurance for the property against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the common elements and the units. The Board shall also have authority and duty to obtain comprehensive public liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the property in sufficient amounts insuring the Board, the unit owners' association, the management agent, and their respective employees and agents.
- (g) To own, convey, encumber, lease, and otherwise deal with Units conveyed to or purchased by it.

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(h) To adopt and amend rules and regulations covering the details of the operation and use 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 Unit Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Act, except that no quorum is required at the meeting of the Unit Owners unless the Declaration, By-Laws or other condominium instrument expressly provides to the contrary. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, nor may any rules or regulations conflict with the provisions of the Act or the condominium instruments.

(i) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.

(j) Upon reasonable notice, to have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to other unit or units. The Board or its agents may likewise enter any balcony or patio for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

(k) To impose charges for late payment of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines for violation of the Declaration, By-Laws, and rules and regulations of the Association.

(l) By a majority vote of the entire Board of Managers, to assign the right of the Association to future income from Common Expenses or other sources, and to mortgage or pledge substantially all of the remaining assets of the Association.

(m) To reasonably accommodate the needs of a handicapped Unit Owner as required by the Federal Civil Rights Act of 1968, the Human Rights Act and any applicable local ordinances in the exercise of its powers with respect to the use of Common Elements or approval of modifications in an individual Unit.

(n) To seek relief on behalf of all Unit Owners when authorized pursuant to subsection (c) of Section 10 from or in connection with the assessment or levying of real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body.

(o) The Board shall pay from the maintenance fund for Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the windows and

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sliding glass doors appurtenant to the Units and the interior surfaces of the Units and of the perimeter or hallway doors appurtenant thereto, which the Owners shall paint, 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. Each Owner shall own and be responsible for the maintenance, repair and replacement of the air-conditioning units serving such Owner's Unit.

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

(q) The Board shall pay from the maintenance fund for 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 interest therein of a particular Owner. 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 such lien shall be specially assessed to such Owners. As to any such lien placed upon any Unit or upon the Common Elements the Owner(s) who created the basis for such lien shall be held responsible for such lien, regardless of whether such lien be false, fraudulent or bona fide.

(r) The Board shall pay for the maintenance and repair of any Unit if such maintenance or repair is necessary, in the opinion of the Board to protect the Common Elements or any other portion of the Property, and the Owner of such Unit has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of such maintenance or repair delivered by the Board to such Owner; provided that the Board shall levy a special assessment against such Owner for the cost of such maintenance or repair.

(s) 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 repairing, replacing or restoring portions of the existing Common Elements, subject to all the provisions of this Declaration) requiring an expenditure in excess of \$6,000.00 without in each case the prior approval of the voting members having two-thirds (2/3) or more of the total votes. The term "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment with the functional equivalent of the original portions of such areas. Replacement of the Common Elements may result in an improvement over the original quality of such elements or

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facilities; provided that, if the improvement results in a proposed expenditure exceeding 5% of the annual budget, the Board of Managers, upon written petition by Unit Owners with 20% (twenty percent) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the expenditure. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified.

(t) 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 manners 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.

(u) The Board may elect to have the cost of any or all of the goods, services, labor, material, and insurance furnished by the Board to exclusive use areas or Limited Common Elements assessed specially to each Owner in proportion to the Owner's use or benefit from the Limited Common Element.

(v) 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.

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

(x) The Board 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 the Declaration.

(y) Any action required to be taken at a meeting of the Board, or any other action which may be taken at a meeting of the Board, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

(z) To record the granting of an easement for the laying of cable television cable where authorized by the unit owners and to obtain, if available and determined by the board to be in the best interests of the association, cable television service for all of the units of the condominium on a bulk identical service and equal cost per unit basis; and to assess and recover the expense as a common expense and, if so determined by the board, to assess each and every unit on the same equal cost per unit basis.

5.16 Liability of the Board of Managers. Neither the members of the Board nor the officers shall be liable to the Owners for any mistake of judgment or for any other acts or omissions made in good faith as such Board members, or acting as the Board. The Owners shall

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indemnify and hold harmless each of the members of the Board and each of the officers against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers on behalf of the Owners or the Association, or arising out of their status as Board members or officers unless any such contract or act shall have been made in bad faith or intentionally 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, the officers, or out of the aforesaid Owners' indemnity, shall be limited to such proportion of the total liability thereunder as such Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Owners in the Common Elements. Every contract made by the Board, the officers, or the managing agent on behalf of the Owners shall provide that they 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 such Owner's percentage of interest in the Common Elements bears to the total percentage interest of all Owners in the Common Elements.

5.17 Fidelity Insurance Coverage. 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 the Association shall at all times maintain a separate account for each Association, provided, however, that for investment purposes, the Board may authorize the 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.

5.18 Committees. The Board, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two or more Directors, which committees; to the extent provided in the resolution, shall have and exercise the authority of the Board in the management of the association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board or any individual Director of any responsibility imposed upon it by law.

5.19 Other Committees. Other committees not having and exercising the authority of the Board in the management of the association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members of the

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association, and the President of the association shall appoint the members thereof. Any members thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the corporation shall be served by such removal.

5.20 Committee term of office. Each member of a committee shall continue as such until the next annual meeting of the voting members of the association and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof. One member of each committee shall be appointed chairman. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

5.21 Committee Quorum. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors. Any member of a committee may be removed in the same manner by which he was appointed or elected.

5.22 Contracts, Checks, Deposits and Funds. The Board may authorize any officer or officers, agent or agents of the association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the association and such authority may be general or confined to specific instances. All checks or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board such instrument shall be signed by the Treasurer and countersigned by the President of the association. All funds shall be deposited to the credit of the association in such banks or other depositories as the Board select.

5.23 Gifts. The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general or special purposes of the Association.

5.24 Insurance. The Board shall have the authority to and shall obtain insurance for the Property as follows:

(a) Required coverage. No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes the following:

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

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

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

(iii) Fidelity bond; Directors and Officers coverage.

a. The Association must obtain and maintain a fidelity bond covering persons, including the managing agent, if any, 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. The management company, if any, 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, if any.

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

(b) Contiguous units; improvements and betterments. The insurance maintained under subdivision (a)(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 unit owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the units affected. Common elements include fixtures located within

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

(c) **Deductibles.** The Board of Directors 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 unit owners of the units affected to pay the deductible amount

(d) **Other Coverages.** The Board may carry any other insurance, including workers compensation, employment practices, environmental hazards, and equipment breakdown, the Board of Directors considers appropriate to protect the Association, the unit owners, or officers, directors, or agents of the Association.

(e) **Insured parties; waiver of subrogation.** Insurance policies carried pursuant to subsections (a) and (b) must include each of the following provisions:

(i) Each unit owner and secured party is an insured person under the policy with respect to liability arising out of the unit owner's interest in the common elements or membership in the Association.

(ii) The insurer waives its right to subrogation under the policy against any unit owner of the unit or members of the unit owner's household and against the Association and members of the Board.

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

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

(g) **Adjustment of losses; distribution of proceeds.** Any loss covered by the property policy under subdivision (a)(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 unit owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged common elements, the bare walls, ceilings, and floors of the units, and then to any improvements and betterments the Association may insure. Unit owners are not entitled to receive any portion of the proceeds unless there is a

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surplus of proceeds after the common elements and units have been completely repaired or restored or the Association has been terminated as trustee.

(h) **Mandatory unit owner coverage.** The Board may, by rule, require unit 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 a unit 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 unit 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 unit owner. In no event is the Board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.

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

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

(k) Such workmen's compensation insurance as may be necessary to comply with applicable laws.

(l) Such other insurance (including, but not limited to, boiler and machinery and insurance with respect to employees' liability and officers' and directors' liability) in such reasonable amounts as the Board shall deem desirable.

The premiums for the above described insurance, except as otherwise provided in this Section 1 shall be Common Expenses. All insurance provided for in this Article IX shall be effected forceable policies issued by insurers of recognized responsibility authorized to do to of Illinois. The Association, for the benefit of the Unit Owners and the mortgagee of each Unit, shall pay the applicable portions of premiums on the policies of insurance described above at least thirty (30) days prior to the expiration dates of the respective policies and shall notify the mortgagee of each Unit of such payment within ten (10) days after the date on which payment is made, if so requested by such Mortgagee.

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ARTICLE VI - ASSESSMENTS - MAINTENANCE FUND

6.01 Covenant for Maintenance Assessments. Each Owner of a Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or conveyance, shall be and is deemed to covenant and hereby agrees to pay the Elk Grove Estates Townhome Condominium Parcel "E" Association such assessments as are levied pursuant to this Declaration. All such assessments are to be established and collected as hereinafter provided by this Declaration and By-Laws of the Association. The Association shall have no authority to forbear the payment of assessments by any unit owner.

6.02 Budget. Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements; and on or before December 15th shall prepare and distribute to all Unit Owners a detailed proposed annual budget, setting forth with particularity all anticipated common expenses by category as well as all anticipated assessments and other income. The budget shall also set forth each Unit Owner's proposed common expense assessment, said assessment shall be assessed to Owners according to each Owners percentage of ownership in the Common Elements as set forth in Exhibit "B" of the Declaration. Each Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board, a copy of the proposed annual budget. Each Unit Owner shall receive notice, in the same manner as is provided in the Condominium Property 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. Each Unit Owner shall receive notice of not less than ten (10) days nor more than thirty (30) days of any meeting of the Board concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment, and that 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 of Managers, upon written petition by unit owners with 20% (twenty percent) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or separate assessment, it is ratified. On or before January first of the ensuing year, and the 1st of each and every month of said year, each Owner, jointly and severally, if there be more than one (1) Owner for any Unit, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this Paragraph. On or before April 1st of each calendar year the Board shall supply to all Owners an itemized accounting of the common expenses for the preceding calendar year actually incurred or paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Such accounting may be prepared by a certified public accountant. Any amount accumulated in excess of the amount required for expenditures and reserves shall be credited according to each Owner's percentage of ownership in the Common Elements to the next monthly installments due from Owners under the current year's estimate, until exhausted, and

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any net shortage shall be added according to each Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting.

6.03 Maintenance Costs. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on an Owner shall not constitute a waiver or release of such Owner's obligation to pay the maintenance costs and reserves, as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, each 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. Payment of any assessment shall be in amounts and at times determined by the Board.

6.04 Reserves. The Board shall provide for reasonable reserves for capital expenditures and deferred maintenance for repair or replacement of the common elements. To determine the amount of Reserves appropriate, the Board shall take into consideration (i) the repair and replacement cost, and the estimated useful life, of the Property which the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the buildings and Common Elements, and energy systems and equipment; (ii) the current and anticipated return on investment of Association funds; (iii) any independent professional reserve study which the Association may obtain; (iv) the financial impact on Unit Owners, and the market value of the condominium Units, of any assessment increase needed to fund Reserves; and (v) the ability of the Association to obtain financing or refinancing.

6.05 Special Assessments. Extraordinary or other expenditures not included in the annual budget, shall be charged first against such Reserve. Any non-recurring Common Expense, any Common Expense not set forth in the budget as adopted or any increase in assessment over the amount adopted shall be separately assessed against all Unit Owners. The Board shall serve notice of such separate assessment on all Owners by a statement in writing giving the amount and reasons therefor. 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 (2/3) of the total votes of all unit owners. The Board may adopt separate assessments payable over more than one fiscal year. That separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board of Managers without being subject to unit owner approval. As used herein "emergency" means an immediate danger to the structural integrity of the common elements or to the life, health, safety or property of unit owners. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly amounts.

6.06 Records of the Association, availability for examination.

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

(i) Copies of the Association's Declaration, By-Laws, and Plats of Survey, and all amendments of these.

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(ii) The Rules and Regulations of the Association.

(iii) If the Association is incorporated as a corporation, the Articles of Incorporation of the Association and all amendments to the Articles of Incorporation.

(iv) Minutes of all meeting of the Association and its Board of Managers for the immediately preceding 7 years.

(v) All current policies of insurance of the Association.

(vi) All contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the unit owners have obligations or liabilities.

(vii) A current listing of the names, addresses, and weighted vote of all members entitled to vote.

(viii) 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 of Managers. Provided that if the secret ballot election process is in effect, then only the voting ballot excluding a unit number shall be subject to inspection and copying.

(ix) 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. Such other records of the association as are available for inspection by members of a not for profit corporation pursuant to Sec. 107.75 of the General Not For Profit Corporation Act of 1986 shall be maintained.

(b) Any member of the Association shall have the right to inspect, examine, and make copies of the records described in subdivision (i), (ii), (iii), (iv), and (v) 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 the Board to make available all records so requested within 30 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 (i), (ii), (iii), (iv), and (v) of Subsection (a) of this section shall be entitled to recover reasonable attorney's fees and costs from the Association. Where a request for records under this Section is made in writing to the Board or its agent, failure to provide the requested record or to respond within thirty (30) days shall be deemed a denial by the Board.

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(c) A reasonable fee may be charged by the Association or its Board for the actual cost of copying.

(d) If the Board fails to provide records properly requested under subsection (a), within the time period provided in subsection (b), the unit owner may seek the appropriate relief including an award of attorney's fees and costs.

(e) Except as otherwise provided in subsection (f) of this Section, any member of the Association shall have the right to inspect, examine, and make copies of the records described in subdivisions (vi), (vii), (viii), and (ix) 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 Association's 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 (f) of this Section, failure of the Board to make available all records so requested within thirty (30) business days of receipt of the member's written request shall be deemed a denial; provided, however, if the Board 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 (viii) of subsection (a) of this Section if voting ballots, without identifying unit numbers, are made available to the requesting member within 30 days of receipt of the member's written request.

In an action to compel examination of records described in subdivisions (vi), (vii), (viii), and (ix) 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 (vi), (vii), (viii), and (ix) 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 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 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, the Association need not make the following records available for inspection, examination, or copying by members:

(i) Documents relating to appointment, employment, discipline, or dismissal of Association employees.

(ii) Documents relating to actions pending against or on behalf of the Association or its Board in a Court of Administrative Tribunal.

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(iii) 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.

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

(v) 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.

6.07 Remedies for Default in Monthly Payments.

(a) Lien, etc. If an Owner is in default in the monthly payment of the Common Expenses or the amount of any unpaid fine for thirty (30) days, the Board may bring suit 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 any legal interest, late charges, reasonable attorneys' fees incurred enforcing the covenants of the condominium instruments, rules and regulations of the Board, or any applicable statute or ordinance, and cost of collections shall constitute a lien on the interest of the unit owner in the property prior to all other liens and encumbrances, recorded or unrecorded, except only (i) taxes, special assessments, and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this State and other State or federal taxes which by law are a lien on the interest of the unit owner prior to the preexisting recorded encumbrances thereon and (ii) encumbrances on the interest of the unit owner recorded prior to the date of such failure or refusal which by law would be a lien thereon prior to subsequently recorded encumbrances. Any action brought to extinguish the lien of the association shall include the association as a party. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Such lien shall take effect and be in force when and as provided in the Condominium Property Act.

(i) The purchaser of a unit at a judicial foreclosure sale, or a mortgagee who receives title to a unit by deed in lieu of foreclosure or judgment by common law strict foreclosure or otherwise takes possession pursuant to court order under the Illinois Mortgage Foreclosure Law, shall have the duty to pay the unit's proportionate share of the common expenses for the unit assessed from and after the first day of the month after the date of the judicial foreclosure sale, delivery of the deed in lieu of foreclosure, entry of a judgment in common law strict foreclosure, or taking of possession pursuant to such court order. The Board, acting on behalf of the other unit owners, shall have the power to bid on

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the interest so foreclosed at the foreclosure sale, and to acquire and hold, lease, mortgage and convey it.

(b) Forcible Entry & Detainer, etc. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. 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 rights and remedies shall include the right to take possession of such defaulting owner's interest in the Property and to maintain for the benefit of all the other Owners an action for possession of such defaulting owner's Unit in the manner prescribed by "An Act in regard to Forcible Entry and Detainer", as amended (commonly known as the "Eviction Statute"). And to execute leases of such defaulting Owner's interest in the Property and apply the rents derived therefrom against such expenses.

(c) Other Remedies. In the event of any default by any unit owner, his tenant, invitee or guest in the performance of his obligations under this Act or under the declaration, bylaws, or the rules and regulations of the Board, the Board or its agents shall have such rights and remedies as provided in the Act or this declaration including the right to maintain an action for possession against such defaulting unit owner or his tenant for the benefit of all the other unit owners in the manner prescribed by Article IX of the Code of Civil Procedure (Forcible Entry & Detainer - Eviction Statute).

(d) Any attorneys' fees incurred by the Association arising out of a default by any unit owner, his tenant, invitee or guest in the performance of any of the provisions of the declaration, bylaws, or rules and regulations or any applicable statute or ordinance shall be added to, and deemed a part of, his respective share of the common expense.

(e) No Owner may waive or in any way escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of a Unit.

ARTICLE VII - COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

7.01 Residential Purposes. Each Unit or any two or more adjoining Units used together shall be used for housing and related common purposes for which the Property was designed and for no other purpose. That part of the Common Elements separating any two or more adjoining (either horizontally or vertically) Units used together as aforesaid may be altered to afford ingress or egress to and from such adjoining Units in such manner and upon such conditions as shall be reasonably determined by the Board in writing. Each Garage Unit shall be used for vehicular parking and for no other purpose unless approved by the Board in writing.

7.02 Obstruction of Common Elements. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements (except in areas designed for such purpose) without the prior written consent of the Board except as hereinafter expressly

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provided. Owners shall be obligated to maintain and keep in good order and repair their respective Units, including the Garage Space and exterior air conditioning equipment which are part of the Unit.

7.03 Hazardous Uses and Waste. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building or contents thereof, applicable for residential use, without the prior written consent of the Board. Owners shall not permit anything to be done or kept in their respective Units 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.

7.04 Personal Property Insurance. Owners shall be individually responsible for insuring their personal property in their respective Units, their personal property stored elsewhere on the Property and their personal liability to the extent not covered by the liability insurance for all the Owners obtained by the Board as hereinabove provided.

7.05 Unit Exteriors. Owners shall not cause or permit anything to be placed on outside walls, doors and windows of the Building, and no sign, awning, canopy, shutter, air-conditioning unit, radio or television antenna, or digital satellite system shall be affixed to or placed in, through or upon the exterior walls, doors, windows or roof or any part thereof or the Common Elements, without the prior consent of the Board. Any antenna or digital satellite system of one meter or less in diameter can be placed within a Unit's balcony or patio upon notice to the Association and in compliance with the current FCC rules.

7.06 Animals. No animals of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other usual 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 purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently excluded from the Property by the Board at a regular or special meeting thereof, so long as the Owner involved had notice of the time, place and purpose of the Board Meeting.

7.07 Noxious and Offensive Activity. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done thereon, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.

7.08 Structural Integrity. 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.

7.09 Laundry or Rubbish/Debris. 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 which are not in receptacles provided for such purposes.

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

7.11 Prohibited Activities and Signs. 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.

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

7.13 Maintenance of Professional Accounts. The Unit restrictions contained herein, however, should not be construed in such a manner as to prohibit an Owner from: (a) maintaining a personal professional library therein; (b) keeping personal business or professional records or accounts therein; or (c) handling personal business or professional business calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal use for housing and not in violation of any restrictions contained herein.

7.14 Leasing Requirement. The provisions of the Act, the Declaration, By-Laws, other condominium instruments, 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. The Unit Owner leasing a unit shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, the Association may seek to enjoin a tenant from occupying a unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by this Section or by the Declaration, By-Laws, and rules and regulations. The Board may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant of any covenants, rules, regulations or By-Laws.

7.15 Flags. Unit Owners are permitted to display American Flags and Military Flags on their Unit or the Common Elements immediately adjacent to their unit subject to the Rules and Regulations of the Board. An American Flag shall be defined as a flag made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. An American Flag shall not include a depiction or emblem of the American flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component. A Military Flag shall be defined as a flag of any branch of the United States Armed Forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. A Military Flag shall not include a depiction or emblem of a military flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

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ARTICLE VIII DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

8.01 Sufficient Insurance. In case of fire or other disaster, if the insurance proceeds are sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment thereof; provided, however, that in the event within thirty (30) days after the damage or destruction, the Owners elect either to sell the Property as hereinafter provided or to withdraw the Property from the provisions of this Declaration, and from the provisions of the Condominium Property Act as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B," after first paying out of the share of each Owner the amount of any unpaid liens on that Owner's Unit, in the order of the priority of such liens.

8.02 Insufficient Insurance. In case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct the Building and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Building within 180 (one hundred eighty) days from the date of damage or destruction, then the provisions of the Condominium Property Act in such event shall apply.

8.03 Definition/Repair/Restoration. 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 IX - SALE OF THE PROPERTY

9.01 Sale of the Entire Property. The Owners by affirmative vote of at least ninety percent (90%) 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 is 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. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the manager or 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 Unit Owner.

If there is a disagreement as to the value of the interest of a Unit Owner who did not vote in favor of the sale of the Property, that Unit Owner shall have a right to designate an expert in appraisal or property valuation to represent him, in which case, the prospective purchaser of the

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Property shall designate an expert in appraisal or property valuation to represent him, and both of these experts shall mutually designate a third expert in appraisal or property valuation. The three (3) experts shall constitute a panel to determine by vote of at least two (2) of the members of the panel, the value of that Unit Owner's interest in the Property.

ARTICLE X - ADDITIONAL REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

10.01 Abatement and Injoinment. The violation of any rule or regulation adopted by the Board, or the breach of any restriction, covenant or provision herein contained, shall give the Board the right, (a) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board and 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 highest legal rate per annum until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of such defaulting Owner's 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 the additions and improvements thereto and upon all of such defaulting Owner's personal property in the 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.

10.02 Involuntary Sale. If any Owner (either by such Owner's own conduct or by the conduct of any other Occupant of such Owner's Unit) shall violate any of the restrictions, covenants or provisions of this Declaration or the rules and regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall reoccur more than once after such notice, then the Board shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control the defaulting Owner's Unit and thereupon an action in equity may be filed by the members of the Board against the Owner or Occupant 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 such Owner 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 such Owner's interest in the Property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in such decree. Any balance of proceeds, after satisfaction of such charges and any unpaid 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,

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subject to the Board's rights as provided in Paragraph 4 of Article VIII, 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 XI - GENERAL PROVISIONS

11.01 Mortgage Holder Requests. Upon the specific 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.

11.02 Notices. 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 the address of the Building (indicating thereon the number of the respective Unit if addressed to an Owner), or at such other address as herein provided. The Association or Board may designate a different address for notices by giving written notice of such change of address to all Owners. Any Owner may also designate a different address for notices by giving written notice of such change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by U.S. registered or certified mail, return receipt requested, or when delivered in person with written acknowledgement of the receipt thereof, or, if addressed to an Owner, when deposited in the mailbox in the Building or at the door of the Owner's Unit in the Building. To be effective service under this Declaration and other condominium instruments, a notice sent by certified mail, return receipt requested, to the last known address of the Unit Owner need not be received by the condominium Unit Owner.

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

11.04 Covenants Run with the Land. Each grantee by acceptance of a deed of conveyance, and each purchaser under Articles of Agreement for Condominium Deed, and each tenant under a lease for a Unit, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any Person having at any time any interest or estate in the Property, and shall inure to the benefit of such Person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or lease.

11.05 No Covenants Waived. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

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11.06 Amendment - The Provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, the Owners having at least three-fourths (3/4) of the total votes 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 recording of such instrument in the Office of the Recorder of Deeds, Cook County, Illinois; provided however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Condominium Property Act. Amendments to condominium instruments authorized to be recorded shall be executed and recorded by the President of the Association or such other officer authorized by the Board.

11.07 Part Invalidity No Effect. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

11.08 Responsibilities of Land Trust Beneficiaries. In the event title to any Unit Ownership is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary(ies) then the Unit Ownership under such trust and the beneficiary(ies) 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. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiary(ies) of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of such Unit Ownership.

11.09 Liberal Construction. 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 association.

11.10 Fine Enforcement. The Board shall have authority to establish a fine enforcement procedure and following due and proper notice and opportunity to be heard, levy reasonable fines against offending unit owners for the violation of the governing documents and/or rules and regulations of the Association.

11.11 Certificate of Payment. Upon the request of an Owner, the Association shall furnish said Owner with a written certificate signed by a designated officer or agent of the Association setting forth any unpaid annual or special assessments levied against said Owner's Unit. The certificate shall be conclusive evidence of payment of any annual or special assessments not stated therein as unpaid. Said certificate shall be dated and shall be conclusive evidence up to and through the date shown thereon. The Association or its agent may charge a reasonable fee to the Owner for the processing of any such request.

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11.12 Captions. All articles and section headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration.

11.13 Alternate Dispute Resolution; Mediation; Arbitration. The Association shall require mediation or arbitration of disputes in which the matter in controversy has either no specific monetary value or a value of \$10,000 or less, other than the levying and collection of assessments, or that arises out of violations of the declaration, bylaws, or rules and regulations. A dispute not required to be mediated or arbitrated pursuant to this section, that is submitted to mediation or arbitration by the agreement of the disputants, is also subject to this Section. The Illinois Uniform Arbitration Act shall govern all arbitrations proceeding under this Section. The disputants are to bear the costs of the mediation or arbitration.

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Signed and acknowledged this 8th day of September, 2014.

Maudie L. Morrison

Mary Bonad

Brandon Brault

Jan Regina

being at least two-thirds of the Board of Directors
of Elk Grove Estates Townhome Condominium Parcel "E"

Subscribed and Sworn to before me this
8 day of SEPTEMBER, 2014.

Janet N. Dean
Notary Public

My commission expires: 5-17-16



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EXHIBIT A -LEGAL DESCRIPTION

Lots 1 through 16, inclusive and Lots 73 through 88, inclusive and Lots 145 and 151 in Elk Grove Estates Townhome Condominium Parcel "E", being a subdivision of part of the Southwest Quarter of Section 29, and part of the Northwest Quarter of Section 32, all in Township 41 North, Range 11, East of the 3rd Principal Meridian in Cook County, Illinois, according to the plat thereof recorded September 23, 1971, as Document No. 21636091, in Cook County, Illinois.

Unit	Pin	Commonly known as (for informational purposes only)	Percentage of Ownership interest
U-1	08-32-109-001-1001	733 Wellington Avenue	1.397%
U-2	08-32-109-001-1002	735 Wellington Avenue	1.366%
U-3	08-32-109-001-1003	731 Wellington Avenue	1.366%
U-4	08-32-109-001-1004	737 Wellington Avenue	1.427%
U-5	08-32-109-001-1005	721 Wellington Avenue	1.397%
U-6	08-32-109-001-1006	727 Wellington Avenue	1.366%
U-7	08-32-109-001-1007	723 Wellington Avenue	1.366%
U-8	08-32-109-001-1008	725 Wellington Avenue	1.427%
U-9	08-32-109-001-1009	753 Wellington Avenue	1.427%
U-10	08-32-109-001-1010	755 Wellington Avenue	1.366%
U-11	08-32-109-001-1011	751 Wellington Avenue	1.366%
U-12	08-32-109-001-1012	757 Wellington Avenue	1.397%
U-13	08-32-109-001-1013	741 Wellington Avenue	1.427%
U-14	08-32-109-001-1014	747 Wellington Avenue	1.366%
U-15	08-32-109-001-1015	743 Wellington Avenue	1.366%
U-16	08-32-109-001-1016	745 Wellington Avenue	1.397%
U-17	08-32-109-001-1017	773 Wellington Avenue	1.397%
U-18	08-32-109-001-1018	775 Wellington Avenue	1.366%
U-19	08-32-109-001-1019	771 Wellington Avenue	1.366%
U-20	08-32-109-001-1020	777 Wellington Avenue	1.427%
U-21	08-32-109-001-1021	761 Wellington Avenue	1.397%
U-22	08-32-109-001-1022	767 Wellington Avenue	1.366%
U-23	08-32-109-001-1023	763 Wellington Avenue	1.366%
U-24	08-32-109-001-1024	765 Wellington Avenue	1.427%
U-25	08-32-109-001-1025	787 Wellington Avenue	1.397%
U-26	08-32-109-001-1026	781 Wellington Avenue	1.427%
U-27	08-32-109-001-1027	783 Wellington Avenue	1.366%
U-28	08-32-109-001-1028	785 Wellington Avenue	1.366%
U-29	08-32-109-001-1029	803 Wellington Avenue	1.397%
U-30	08-32-109-001-1030	805 Wellington Avenue	1.366%
U-31	08-32-109-001-1031	801 Wellington Avenue	1.366%
U-32	08-32-109-001-1032	807 Wellington Avenue	1.427%
U-33	08-32-109-001-1033	791 Wellington Avenue	1.397%
U-34	08-32-109-001-1034	797 Wellington Avenue	1.366%
U-35	08-32-109-001-1035	793 Wellington Avenue	1.366%
U-36	08-32-109-001-1036	795 Wellington Avenue	1.427%
U-37	08-32-109-001-1037	823 Wellington Avenue	1.427%

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Unit	Pin	Commonly known as (for informational purposes only)	Percentage of Ownership Interest
U-38	08-32-109-001-1038	825 Wellington Avenue	1.366%
U-39	08-32-109-001-1039	821 Wellington Avenue	1.366%
U-40	08-32-109-001-1040	827 Wellington Avenue	1.397%
U-41	08-32-109-001-1041	811 Wellington Avenue	1.427%
U-42	08-32-109-001-1042	813 Wellington Avenue	1.366%
U-43	08-32-109-001-1043	817 Wellington Avenue	1.366%
U-44	08-32-109-001-1044	815 Wellington Avenue	1.396%
U-45	08-32-109-001-1045	831 Wellington Avenue	1.396%
U-46	08-32-109-001-1046	833 Wellington Avenue	1.366%
U-47	08-32-109-001-1047	835 Wellington Avenue	1.366%
U-48	08-32-109-001-1048	837 Wellington Avenue	1.427%
U-49	08-32-109-001-1049	847 Wellington Avenue	1.396%
U-50	08-32-109-001-1050	841 Wellington Avenue	1.427%
U-51	08-32-109-001-1051	843 Wellington Avenue	1.366%
U-52	08-32-109-001-1052	845 Wellington Avenue	1.366%
U-53	08-32-109-001-1053	851 Wellington Avenue	1.396%
U-54	08-32-109-001-1054	857 Wellington Avenue	1.366%
U-55	08-32-109-001-1055	853 Wellington Avenue	1.366%
U-56	08-32-109-001-1056	855 Wellington Avenue	1.427%
U-57	08-32-109-001-1057	863 Wellington Avenue	1.396%
U-58	08-32-109-001-1058	865 Wellington Avenue	1.366%
U-59	08-32-109-001-1059	861 Wellington Avenue	1.366%
U-60	08-32-109-001-1060	867 Wellington Avenue	1.427%
U-61	08-32-109-001-1061	883 Wellington Avenue	1.427%
U-62	08-32-109-001-1062	881 Wellington Avenue	1.366%
U-63	08-32-109-001-1063	885 Wellington Avenue	1.366%
U-64	08-32-109-001-1064	887 Wellington Avenue	1.396%
U-65	08-32-109-001-1065	871 Wellington Avenue	1.427%
U-66	08-32-109-001-1066	873 Wellington Avenue	1.366%
U-67	08-32-109-001-1067	877 Wellington Avenue	1.366%
U-68	08-32-109-001-1068	875 Wellington Avenue	1.396%
U-69	08-32-109-001-1069	891 Wellington Avenue	1.396%
U-70	08-32-109-001-1070	893 Wellington Avenue	1.366%
U-71	08-32-109-001-1071	895 Wellington Avenue	1.366%
U-72	08-32-109-001-1072	897 Wellington Avenue	1.427%

TOTAL

100.00%

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EXHIBIT B

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

CERTIFICATION AS TO BOARD APPROVAL

I, Jan Sigman, do hereby certify that I am the duly elected and qualified Secretary for the Association at Elk Grove Estates Townhome Condominium Parcel "E", and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the Amended and Restated Declaration for Elk Grove Estates Townhome Condominium Parcel "E" was duly approved by the affirmative vote of two-thirds (2/3) of the members of the Board of Managers pursuant to Section 27(b) of the Illinois Condominium Property Act.

Jan Sigman
Secretary

Subscribed and Sworn to before me this
8 day of SEPTEMBER, 2014.

Janet N. Dean
Notary Public

My Commission Expires: 5-7-16

