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Date: 07/13/2015 01:02 PM Pg: 1 of 25

WILLIAM J. LAPELLE
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ONE NORTHFIELD PLAZA #528
NORTHFIELD, ILLINOIS 60093

(This Space for Recorder's Use Only)

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR SCOVILLE MANOR CONDOMINIUM

This Amended and Restated Declaration of Condominium Ownership for Scoville Manor Condominium made and entered into this 11 day of July, 2015, by the Board of Directors of the Scoville Manor Condominium (the "Board"):

WITNESSETH:

The Board administers the Property of the Scoville Manor Condominium located in Oak Park, Cook County, Illinois and legally described on Exhibit "A" attached hereto and made a part hereof;

The Declaration of Condominium Ownership for the Scoville Manor Condominium, recorded with the Cook County Recorder of Deeds as Document No. 24546628 (the "Original Declaration");

The Board desires to amend and restate the Original Declaration to conform the Declaration to the requirements of the Illinois Condominium Property Act and to amend certain sections to comply with the unit owners operation of the Association; and

Pursuant to Section 27(b)(1) of the Act, in order to conform the Declaration to the requirements of the Illinois Condominium Property Act, a vote of two-thirds (2/3) of the members of the Board is required; and

Pursuant to Section 22 of the Original Declaration, the Declaration may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all of the members of the Board, at least 75% of the Unit Owners; and

This Amended and Restated Declaration has been approved and effectuated by the affirmative vote of at least two-thirds (2/3) of the members of the Board of Directors and such amendment has been signed and acknowledged by all of the members of the Board and at least 75% of the Unit Owners of the Scoville Manor Condominium.

NOW, THEREFORE, the Board, for the purposes set forth above, declares as follows:

- Definitions. The following terms and words are defined as herein, unless the context otherwise requires:

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OK BY [Signature]

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- a. "Act" means the "Condominium Property Act" of the State of Illinois.
- b. "Declaration" means this instrument by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as from time to time amended.
- c. "Parcel" means the parcel or tract of real estate described above in this Declaration.
- d. "Property" means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the unit owners.
- e. "Unit" means a part of Property designed or intended for independent use as a one-family dwelling or such other incidental uses permitted by this Declaration, as set forth on Plat attached hereto as Exhibit "A", which Plat is being recorded simultaneously with the recording of this Declaration. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes constituting the boundaries of such Unit as shown on the Plat; provided, however, that no structural components of a Building, and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within a Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed to be a part of said Unit.
- f. "Garage Unit" means a part of the property designed or intended for independent use as for parking automobiles.
- g. "Common Elements" means all the Property, except the Units and Garage Units, and shall include, but shall not be limited to, the land, foundation, hallways, entrances and exits, storage areas, basement, roof, incinerator, pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only said Unit), central heating and air-conditioning system, public utility lines, floors, ceilings and perimeter walls of Units (other than such portions thereof included within Unit boundaries as shown on the Plat), structural components of the Building, outside walks and driveways, landscaping, and all other portions of the Property except the individual Units and Garage Units. Structural components located within the boundaries of a Unit shall be a part of the Common Elements.
- h. "Limited Common Elements" means a portion of the Common Elements which may be either contiguous to and serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, including specifically, but not by way of limitation, balconies, patios, terraces and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows and entryways, and of all associated fixtures and structures therein as lie outside the Unit boundaries.
- i. "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- j. "Unit Owner" means the person or persons whose estates or interest, individually or collectively, as beneficiaries of a trust or otherwise, aggregate fee simple absolute ownership of a Unit.
- k. "Majority" or "Majority of the Unit Owners" means the owners of more than 50% in the

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aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage in the aggregate in interest of such undivided ownership of the Common Elements.

- l. "Special Majority" means the owners of more than 75% in the aggregate in interest of the undivided ownership of the Common Elements.
 - m. "Unit Ownership" means a part of the Property consisting of one Unit or one Unit and one or more Garage Units and the undivided interest in the Common Elements appurtenant thereto.
 - n. "Building" means the building or buildings located on the Parcel and forming part of the Property and containing the Units, as shown by the surveys of the respective floors of said Building included in the Plat.
 - o. The word "Occupant" means a person, or persons, other than an owner, or beneficiary of a trust holding ownership of a Unit in possession of one or more Units.
 - p. The word "Developer" whenever used herein means CARPENTER COUNTRY #2, a limited partnership.
 - q. The words "First Mortgagee" means a person, bank, savings and loan association, insurance company or other entity, which, or who, owns and holds a first mortgage, or first trust deed, with respect to any portion of the Property.
2. Plat. The Plat attached to the Original Declaration as Exhibit "A", and by this reference is incorporated herein.
 3. Unit Identification. Each Unit is identified on the Plat by a distinguishing number or other symbol. The legal description of each Unit shall refer to such identifying number or symbol.
 4. Administration and Operation of the Property. The governing body for all of the Unit Owners for the administration and operation of the Property, as provided in the Act and in this Declaration and in the By-Laws, shall be in the Unit Owners' Association (hereinafter referred to as the Association) acting through its duly appointed Board of Managers who shall be elected in the manner provided in the By-Laws. The Association has been incorporated as a not-for-profit corporation as provided by the Act, and such corporation shall be the governing body for all of the Unit Owners for the administration and operation of the Property as provided in the Act and in this Declaration and in the By-Laws. The Board of Directors of such Association shall constitute the Board of Managers provided for in the Act, and all rights, titles, powers, privileges and obligations vested in or imposed upon the Board of Managers in the Act and in this Declaration and in the By-Laws shall be held or performed by the Association or by the duly elected members of the Board of Directors thereof and their successors in office. The By-Laws for the governing body shall be the By-Laws appended hereto as Exhibit "C" and made a part hereof.

Whenever the word "Board" is used in this Declaration or in the By-Laws, it shall mean and refer to the Board of Managers acting on behalf of the Unit Owners' Association. The Board shall be elected by the Unit Owners in accordance with the By-Laws. Neither the Board, the Association, nor the Unit Owners shall be deemed to be conducting a business of any kind. All funds collected by the Board shall be held and expended for the purposes designated in the Declaration and By-Laws and (except for such adjustments as the Board may require to reflect delinquent, prepaid and special assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit "B", and shall be administered in accordance

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with the provisions of the Declaration and By-Laws. Each Unit Owner shall be a member of the Association and such membership shall automatically terminate when he or she ceases to be a Unit Owner, and upon transfer of his or her ownership interest, the new Unit Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association.

5. Indemnity. The members of the Board and the officers there of or of the Association shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omission made in good faith as such members or officers on behalf of the Unit Owners or the Association unless any such shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Unit Owner arising out of any contract made by such members or officer out of the aforesaid indemnity shall be limited to such, proportions of the total liability thereunder as his or her percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or for the Association.
6. Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question of interpretation or application of the provisions of the Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners.
7. Ownership of the Common Elements. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit or Unit and Garage Unit owned by such Unit Owner, as set forth in the schedule attached hereto as Exhibit "B" and by this reference made a part hereof as though fully set forth herein. Said ownership interests in the Common Elements shall be undivided interests, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership as set forth in Exhibit "B". The ownership of each Unit or Unit and Garage Unit and of the Unit Owner's corresponding percentage of ownership in the Common Elements shall not be separated.
8. Use of the Common Elements. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements) in common with all other Unit Owners, as may be required for the purposes of access and ingress and egress and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner, and the agents, servants, tenants' family members and invitees of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving exclusively his or her Unit. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and governed by the Provisions of the Act and of this Declaration and the By-Laws herein and the rules and regulations of the Board. The Board shall have the exclusive authority from time to time to adopt or amend administrative rules and regulations governing the use, occupancy and control of the Common Elements as more particularly provided in the By-Laws. Subject to the provisions of the Declaration and By-Laws, the Board shall have the authority to lease or to grant licenses or concessions with respect to parts of the Common Elements, consistent with this Declaration, as the Board may, in its sole judgment, determine to be in the collective best interest of the Owners.
9. Common Expenses. Each Unit Owner shall pay his or her proportionate share of the expenses of administration, maintenance and repair of the Common Elements and of any other expenses incurred in conformance with the Declaration and By-Laws otherwise lawfully agreed upon (which expenses are herein sometimes referred to as "common expenses"). Such proportionate share of the common expenses for each Unit Owner shall be in the same ratio as his or her per-

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centage of ownership in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act.

10. Separate Mortgages. Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his or her respective Unit together with his or her respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of his or her Unit and his or her respective Ownership in the Common Elements.
11. Separate Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his or her Unit or Unit and Garage Unit(s) and his or her corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxes to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay the proportionate share thereof in accordance with his or her respective percentage of ownership interest in the Common Elements.

12. Insurance.

- a. The Board shall acquire and pay for out of the maintenance fund herein provided for, the following:
- i. Such insurance as the Board is required to obtain under the provisions of Section 12 of the Condominium Property Act and such other insurance as the Board deems advisable in the operation, and for the protection of the property and the units. Any losses under such policies of insurance shall be payable and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provisions of this Declaration and the Condominium Property Act.

The Board may engage the services of any bank or trust company authorized to do business in Illinois to act as trustee or agent on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of this Declaration. In the event of any loss occurring after the first annual meeting of the Unit Owners is held pursuant to the terms of Paragraph 8(j), resulting in the destruction of the major portion of one or more Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Unit so destroyed. The fees of such corporate trustee shall be common expenses.

Each Unit Owner shall notify the Board in writing of any additions, alterations, or improvements to his or her Unit and he or she shall be responsible for any deficiency in any insurance loss recovery resulting from his or her failure to so notify the Board. The Board shall use reasonable effort to obtain insurance on any such additions, alterations or improvements if such Owner requests it to do so and if such Owner shall make arrangements satisfactory to the Board to reimburse it for any additional premiums attributable thereto; and in the absence of insurance on such additions, alterations or improvements, the Board shall not be obliged to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions,

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alterations or improvements.

All such policies of insurance shall contain standard mortgage clause endorsements in favor of the mortgagee of each Unit and that such policy shall not be terminated, cancelled or substantially modified without at least 10 days prior written notice to the mortgagee of each Unit.

- ii. Comprehensive public liability and property damage insurance as required by Section 12 of the Act in such limits as the Board shall deem desirable insuring the corporation (if formed pursuant to Paragraph 5), the members of the Board, and the Association, the managing agent, if any, and their respective agents and employees, from any peril and/or the Unit Owners from any liability in connection with those portions of the Common Elements not under the exclusive control or occupancy of the Unit Owners. The Board shall secure insurance policies that will provide for coverage of cross liability claims of one insured against another.
- iii. Workmen's Compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board shall elect to effect.

b. Anything herein contained to the contrary notwithstanding:

- i. The fire and extended coverage insurance obtained pursuant to subparagraph a. (i) hereof shall also insure against loss or damage by sprinkler damage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage and shall further provide that any option giving the insurance carrier the right to restore the property in lieu of making a cash settlement may not be exercised without the prior written approve of the Board.
- ii. The comprehensive public liability and property damage insurance obtained pursuant to subparagraph a. (ii) hereof shall be in an amount not less than \$1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence, shall include protection against water damage liability, liability for non-owned and hire automobile liability, liability for property of others, host liquor liability and such other risks as the Board shall deem proper, and shall contain an endorsement which would preclude the insurance carrier from denying the claim of a Unit Owner because of the negligent acts of the Board or another Unit Owner.
- iii. The Board shall be the named insured under all policies of insurance as Trustee for the Unit Owners.
- iv. In no event shall the insurance coverage obtained and maintained pursuant to this Paragraph be brought into contribution with insurance purchased by Unit Owners or their mortgages.
- v. No policy or bond may be cancelled (including cancellation for non-payment of premium) or substantially modified without at least 30 days prior written notice to all named insureds.

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- vi. All policies shall contain a waiver of subrogation by the insurance carrier as to any and all claims against the Board and the Association, and Unit Owner and/or their respective agents, employees or tenants and a waiver of any defense based upon co-insurance or upon invalidity arising from the acts of the insured. The waiver and release herein contained shall be valid only if the same does not affect the right of the insured under the applicable insurance policy to recover thereunder.
- c. With respect to the insurance provided for in a. (i) of this Paragraph, that the insurer shall not have the option to restore the premises, if the Property is sold or removed from the provisions of the Condominium Property Act.
- d. A fidelity bond or bonds to protect against dishonest acts on the part of the officers, director trustees and employees of the Board and all others who handle, or are responsible for handling, funds of the Board. Such bond or bonds shall name the Board as an obligee and shall be in an amount at least equal to 150% of the estimated annual operating expenses, including reserves, unless a greater amount is required by the Federal National Mortgage Association. Such bond or bonds shall contain a waiver of defense based upon the exclusion of persons who serve without compensation for the definition of "employee".
- e. Any type of insurance specified in Paragraph 12 d. may be waived, provided that the decision be properly adopted by the Board and consented to, in writing, by 66 2/3% majority of owners, and the written waiver of mortgagee whose mortgage or trust deed required the insurance proposed to be waived.
- f. Insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner and insurance on his or her personal liability to the extent not covered by insurance maintained by the Board shall be the responsibility of each such Unit Owner.
- g. In case of fire or other disaster in which fewer than 1/2 of the Units are rendered uninhabitable, the Board may, upon the affirmative vote of no fewer than 3/4 of the Unit Owners voting at a meeting called for that purpose, provide for reconstruction of the building or portion of the Property destroyed, if the insurance proceeds are insufficient to reconstruct.

In case of fire or other disaster, the Board may withdraw any portion of the Property from the Act, if proceeds are insufficient to reconstruct the portion of the Property affected. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Units or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board of Managers.

Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Elements will be distributed in accordance with the interests of those entitled to their use.

- h. The responsibility for payment of assessments for any Unit or Garage Unit or portion

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thereof withdrawn from the Act because of disaster or in connection with eminent domain proceedings shall cease upon withdrawal of said Unit or, portion thereof.

13. Maintenance, Repairs and Replacements. Each Unit Owner shall furnish and be responsible for, at his or her own expense, all of the maintenance, repairs and replacements within his or her own Unit and Garage Unit. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Board as part of the common expenses, subject to the rules and regulations of the Board; provided that, at the discretion of the Board, maintenance, repairs and replacements of the Limited Common Elements may be assessed in whole or in part to Unit Owners benefited thereby and further, at the discretion of the Board, it may direct such Unit Owners in the name and for the account of such Unit Owners to arrange for such maintenance repairs and replacements, to pay the cost thereof, and to procure and deliver to the Board such lien waivers and contractor's and sub-contractor's sworn statements as may be required to protect the Property from all mechanic's or materialmen's lien claims that may arise therefrom.

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

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any Unit or Garage Unit is necessary to protect the Common Elements or any other portion of the Building, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owner, which notice may be served by delivering a copy thereof to any occupant of such Unit, or by mailing the same by certified or registered mail addressed to the Owner at the Unit. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner.

The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this Paragraph 13. All expenses which, pursuant to this Paragraph 13, are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

Each Unit Owner shall provide a set of keys to the Unit which will be kept and maintained by the Association's Treasurer for use in an emergency.

14. Alterations, Additions or Improvements. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board. The Board may authorize and charge as common expenses (or in the case of Limited Common Elements may charge to the Unit Owner benefited thereby) alterations and improvements of, and additions to, the Common Elements; provided, however, that in the event the costs thereof are to be charged as common expenses the Board shall not approve such alterations, improvements or additions requiring an expenditure in excess of \$4,000.00 without the approval of Unit Owners owning not less than 75% in the aggregate in interest of the undivided ownership of the Common Elements. Any Unit Owner may make minor alterations, additions or improvements within his or her Unit or Garage Unit(s) without the prior written approval of the Board, but in any event such Unit Owner shall be responsible for any damage to other Units, the Common Elements or the Property

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as a result of such alterations, additions or improvements. Any major improvements, including plumbing and electrical shall only be done in accordance with municipal code requirements and comply with a necessary permitting requirements. All work may only be done between the weekday hours of 8 am to 9 pm.

15. Decorating. Each Unit Owner shall furnish and be responsible for, at his or her own expense, all of the decorating within his or her own Unit or Garage Unit(s) from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. The Owner of each Unit or Garage Unit(s) shall maintain the interior surfaces of his or her Unit or Garage Unit(s) in good condition at his or her sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board, and each such Unit Owner shall have the right to decorate such surfaces from time to time in such manner as he or she may see fit and at his or her sole expense. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the common expense.
16. Encroachments and Easements
- a. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of the Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit or Common Elements so encroaching so long as all or any part of the Building containing such Unit or Common Elements so encroaching shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner any Unit or Garage Unit(s) or in favor of the Owners the Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners.
 - b. Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits, wires and equipment over, under, along and on any part of the Common Elements, as they exist on the date of the recording hereof.
 - c. All easements and rights described herein are easements appurtenant, running with the land, and shall insure to the benefit of and be binding on the undersigned, its successors and assignees, and any Owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.
 - d. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.
 - e. The Board may grant such other easements as may, from time to time, be necessary.

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17. Lease by Unit Owner - Address Required. Only one (1) Unit in the Association may be rented at any one time and may only be for a period of one year without the permission of the Board. Any renewals will require Board approval and will be on a year to year basis. All Owners who lease their Unit, for any time period whatsoever, must furnish the Board with an address for service of notice, and if such is not provided, then the tenant of the Owner, or his sub-tenant, shall be considered Owners' agent for such notice. If such Unit is vacant, than any notice may be served by posting on the door of the Unit.
18. Use and Occupancy of Units and Garage Unit(s) and Common Elements. The Units and Garage Unit(s) and Common Elements shall be occupied and used as follows:
- a. No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed and occupancy is limited to four (4) persons. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purposes. That part of the Common Elements separating any two or more adjoining Units used together may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall reasonably be determined by the Board. Occupancy shall be by no more persons than allowed by Village ordinance. Each Unit must have smoke detectors and carbon monoxide detectors in good working order.
 - b. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the property unless such business is in compliance with municipal ordinances. 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. Political signs or other signage may be displayed only in accordance with municipal ordinances.
 - c. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep his or her own Unit, Garage Unit(s) and interior surfaces, windows and doors, in good, clear order and repair, and each Unit Owner shall also keep any patio or balcony which he or she has the exclusive right to use and occupy free and clear of snow, ice and accumulation of water. Such Unit Owner shall also make all repairs to such balcony or patio caused or permitted by his negligence, misuse or neglect, but all other repairs thereto shall be made by the Board at the common expense. The Board may, but need not, decorate or paint said patios or balconies, or any of them, at the common expense. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board.
 - d. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building, or contents thereof, applicable for residential use, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his or her Unit or Garage Unit(s) 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.

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- e. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building and no sign, awning, canopy, shutter, radio, satellite dish, or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.
- f. No animals of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats, or other household pets, as approved in advance by the Board, may be kept in Units, subject to rules and regulations adopted by the Board and municipal ordinances, provided that they are not kept, bred, or maintained for any commercial purpose, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance as determined by the Board shall be permanently removed from the property upon 3 days written notice from the Board.
- g. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. The Property is to be considered a "No Smoking" building. Use of outdoor grills shall be in accordance with municipal ordinances. All gas fireplaces must be maintained in good working order.
- h. Nothing shall be done in any Unit, or Garage Unit(s), 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 otherwise provided herein. Any construction must comply with municipal ordinances including permitting requirements.
- i. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.
- j. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles benches, chairs or other personal property on any part of the Common Elements without the prior consent of, and subject to any regulations of, the Board.
- k. Each Unit Owner and the Board hereby waives and releases any and all claims which he, she or it may have against any other Unit Owner, the officers and members of the Board, and their respective employees and agents, for damage to the Common Elements, the Units or to any personal property located in the Units or Common Elements, caused by fire or other casualty or any act or neglect referred to in Paragraph 18 (1), to the extent that such damage is covered by fire or other form of hazard insurance.
- l. If, due to the act or neglect of a Unit Owner or of a member of his or her family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent such payment is not waived or released under the provision of Paragraph 18 (k).
- m. Any release or waiver referred to in Paragraph 18 (k) and 18 (1) hereof shall be valid

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only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder.

- n. No Unit Owner shall overload the electric wiring in any building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating system or plumbing system, without the prior consent of the Board.
- o. Nothing in the Paragraph 18 shall be construed to prevent or prohibit a Unit Owner from maintaining his or her professional personal library, or keeping his or her personal business or professional records or accounts, or handling personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in his or her Unit.
19. Garages. No garage shall be used in any manner contrary to such rules and regulations applicable to all garages as may be established by the Board of Managers or the Association.
20. Remedies. In the event of any default by any Unit Owner under the provisions of the Act, Declaration, By-Laws or rules and regulations of the Board, the Board or its agents shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-Laws or said rules and regulations or which may be available at law or in equity and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit or Garage Unit(s) and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to sell the same as hereinafter in the paragraph provided, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the highest lawful rate until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his or her respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for nonpayment of his or her respective share of the common expenses upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his or her additions and improvements thereto and upon all of his or her personal property in his or her Unit or Garage Unit(s) or located elsewhere on the Property. In the event of any such default by any Unit Owner, the Board and the manager or managing agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

The lien above specified shall be subject, subordinate and inferior to the lien of any first mortgage upon any Unit, except as otherwise provided.

The violation or any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to any other rights provided for in this Declaration: (a) to enter upon the Unit or any portion of the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board or its employees or

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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; or (c) to take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

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

Assessments are due on the 1st day of each month. If a Unit Owner is in default in the monthly payment of the maintenance charges, fees or assessments for 15 days, the Board may assess a service charge of 10% of the balance of the aforesaid charges, fees and assessments in default for 30 days for each month, or part thereof, that said balance, or any part thereof, remains unpaid. In addition to any remedies or liens provided by law, if a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for 60 days, all other monthly charges or assessments due for the calendar year in which such default occurs shall accelerate and become immediately due and payable. The Board may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection of unpaid charges or assessments or to foreclose the lien provided herein as provided by law; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorney's fees to be, fixed by the court. In addition, the Board may also take possession of such defaulting Unit Owner's interest in the property and maintain an action for possession in the manner provided by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his or her Unit or Unit and Garage Unit.

21. Amendments. Except as hereinafter otherwise provided, the provisions of Paragraphs 7, 16, 19, 20 and this paragraph 21 of this Declaration, may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and

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acknowledged by all members of the Board, all of the Unit Owners and all mortgagees having bona fide liens of records against any Units. Except as hereinafter otherwise provided, other provisions of this Declaration may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all of the members of the Board, at least 75% of the Unit Owners and containing an affidavit by an officer of the Board certifying that a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of records against any Unit or Unit and Garage Unit, not less than 10 days prior to the date of such affidavit. Any amendment, change or modification shall conform to the provisions of the Condominium Property Act and shall be effective upon recordation thereof.

22. Notice. Except as provided in Paragraph 17, notices provided for in the Act, Declaration or By-Laws shall be in writing, and shall be addressed to the Board, or any Unit Owner, or at such other address as hereinafter provided. The Board may designate a different address for notices to it by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notice to him or her by giving written notice of his or her change of address to the Board. Notices addressed as above shall be deemed delivered when mailed by the United States registered or certified mail or when delivered in person with written acknowledgement of the receipt thereof. Upon written requires to the Board, the holder of any recorded mortgage or trust deed encumbering any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner or Owners whose Unit is subject to such mortgage or trust deed. Notwithstanding the foregoing, all notices may be sent by electronic mail, including but not limited to text and email.
23. Severability. If any provision of this Declaration or By-Laws or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of the Declaration and By-Laws and of the application of any such provision, section sentence, clause, phrase or word in any other circumstances shall not be affected thereby.
24. Perpetuities and Other Rules of Property. If any of the options, privileges, covenants or rights created by this Declaration would otherwise violate: (a) the rule against perpetuities or some analogous statutory provisions, or (b) any other statutory or common law rules imposing time limits, then such provision shall continue only until 21 years after the death of the survivor of the now living lawful descendants of the incumbent President of the United States.
25. Rights and Obligations. Each grantee by the acceptance of a deed of conveyance, and each purchaser under any contract of such deed of conveyance, 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 said land, and shall insure 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 Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in this Paragraph or described in any other part of this Declaration or the By-Laws 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 rights were recited fully and set forth in their entirety in such document.

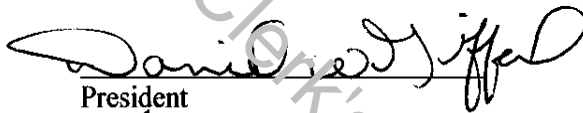
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26. General Provisions.


- a. 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.
- b. 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.
- c. In the event title to any Unit Ownership is conveyed to a title holding trust, under the terms of which all power of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time, shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the Trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit Ownership.
- d. Where the context requires it, the singular includes the plural.

IN WITNESS WHEREOF, the Board has caused its President and Secretary to duly execute this Amended and Restated Declaration on the day and year first written above.

**BOARD OF DIRECTORS OF THE
SCOVILLE MANOR CONDOMINIUM:**



President



Secretary

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EXHIBIT "A"

Legal Description

Lot 23 in Block 42 in the Village of Ridgeland said Ridgeland being a Subdivision of the East 1/2 of Section 7 and also the North West 1/4 of the West 1/2 of the West 1/2 of the South West 1/4 of Section 8 all in Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as

Units 1-3 South

Units 1-3 North

Parking Units 1-7

111-113 South Scoville Ave.

Oak Park, Illinois 60302

PINS:

16-07-403-045-1001, 16-07-403-045-1002, 16-07-403-045-1003, 16-07-403-045-1004, 16-07-403-045-1005, 16-07-403-045-1006, 16-07-403-045-1007, 16-07-403-045-1008, 16-07-403-045-1009, 16-07-403-045-1010, 16-07-403-045-1011, 16-07-403-045-1012, 16-07-403-045-1013

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EXHIBIT "B"
TO
DECLARATION OF CONDOMINIUM OWNERSHIP

SCOVILLE MANOR CONDOMINIUM

UNIT #	PERCENTAGE OF OWNERSHIP INTEREST IN COMMON ELEMENTS
--------	--

1 South	16.345
---------	--------

2 South	15.864
---------	--------

3 South	15.381
---------	--------

1 North	16.104
---------	--------

2 North	15.864
---------	--------

3 North	15.381
---------	--------

GARAGE	
--------	--

1	.723
---	------

2	.723
---	------

3	.723
---	------

4	.723
---	------

5	.723
---	------

6	.723
---	------

7	.723
	100%

Property of Cook County Clerk's Office

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EXHIBIT "C"
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
OF
SCOVILLE MANOR CONDOMINIUM
OF
CONDOMINIUM BY-LAWS

Article I

Section 1. The direction and administration of the Property shall be vested in a Unit Owners' Association acting through its Board of Managers (hereinafter referred to as the "Board"), consisting of six (6) persons. Each member of the Board shall be one of the Unit Owners; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner of such partnership, beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board. There shall be one (1) class of membership in the Association.

Section 2. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "voting member." Such voting member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or her or their behalf and who need not be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be 100, and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his/her or their Unit Ownership as set forth in Exhibit "B." Declarant shall be the voting member with respect to any Unit Ownership owned by the Declarant. Provided, however, that when thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of members specified herein or in the Declaration or the Act 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.

Section 3. Meetings of the voting members shall be held at the Property or, 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 a majority 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. The term "majority" or "Majority of the Unit Owners" wherever used herein shall have the same meaning as provided for such terms in Section 2 of the Condominium Property Act.

Section 3 (a). There shall be an annual meeting of the voting members on the second Tuesday of each March of each year, at 7:30 p.m. or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days nor more than thirty (30) days prior to the date fixed for said meeting stating the place and purpose of said meeting.

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Section 3 (b). Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of the Declaration or Act, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meeting shall be called by written notice, authorized by the President, a majority of the Board, or by twenty percent (20%) of the Unit Owners, and delivered not less than ten (10) days nor more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. The Board shall adopt rules and regulations concerning the method by which matters will be submitted to the Unit Owners at special meetings.

Section 3 (c). Matters subject to the affirmative vote of not less than two-thirds (2/3) of the votes of Unit Owners at a meeting duly called for that purpose, shall include, but not be limited to: (1) merger or consolidation of the Association; (2) sale, lease, exchange, mortgage, pledge or other disposition 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 Unit Owners.

Section 3 (d). Notices of meetings required to be given herein may be delivered either personally or by regular or electronic mail to the persons entitled to vote at such meetings, addressed to each such person at the address given by him/her to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

ARTICLE II

Board of Directors (Board of Managers)

Section 1. At each annual meeting, members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board. Board members shall not be less than three (3). Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board and as expressly provided for in any budget adopted by the Board. The Board members and officers may succeed themselves. Vacancies on the Board, including vacancies due to any increases in the number of persons on the Board, shall be filled by election of the voting members called for such purpose. The Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

At each annual meeting of the Unit Owners, the Unit Owners from each Unit shall elect one director of the Board for the forthcoming year. A majority of the members of the Board shall constitute a quorum.

Section 2. The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board; a Secretary who shall keep the minutes of all meetings of the Board and of the voting members, and in addition to the duties provided by law, see that all notices (except the notice for the first annual meeting of the Unit Owners) are duly given as herein provided and as provided in the Condominium Property Act; in addition, the Secretary shall execute all amendments to the Condominium documents as herein provided or as provided in the Condominium Property Act, and shall, in general, perform all the duties incident to the office of Secretary; and a Treasurer keep the financial records and books of account, and such additional officers as the Board shall see fit to elect.

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

Section 4. The Board shall meet at least four (4) times a year. Other meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may, from time to time, adopt. Each Unit Owner shall receive notice of any meeting of the Board of Managers concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment. Said notice shall be in writing and mailed, or electronically mailed, to the Unit Owner. The notice shall give the members at least thirty (30) days notice of the time, place and purpose of such meeting. All meetings of the Board shall be open to any Unit Owner and that notice, except as provided above, shall be mailed by regular mail or electronically 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. Board members shall be notified in writing of all Board meetings by the Secretary of the Board not less than five (5) days prior to the date fixed for said meeting.

Section 5. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President or any Vice-President and countersigned by the Secretary or any Assistant Secretary of the Board.

Section 6. In the event of any dispute or disagreement between the Unit Owners relating to the Property or any questions of interpretation or application of the provisions of this Declaration, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners.

Section 7. The Board shall have the following additional powers and duties:

- a. To engage the services of a Manager or managing agent who shall manage and operate the Property for all the Unit Owners upon such terms and with such authority as the Board may approve, and to remove such Manager or managing agent at any time.
- b. To formulate policies for the administration, management, and operation of the Property.
- c. To adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, maintenance, operation, use, conservation and beautification of the property and for the health, comfort, safety and general welfare of the Unit Owners, and to amend such rules and regulations from time to time.
- d. To provide for any construction, alteration, installation, maintenance, repair, painting and replacement for which the Board is responsible under the Declaration and By-Laws and for such purposes to enter and to authorize entry into any Unit and/or Limited Common Elements, causing as little inconvenience to the Unit Owners as practicable and repairing any damage caused by any such entry at the expense of the maintenance fund.
- e. To provide for the designation, hiring and removal of employees and other personnel, including lawyers and accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and to delegate any such powers to the Manager or managing agent (and

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any such employees or other personnel as may be employees of the managing agent); to hire a maintenance person if approved by the Board.

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

g. To pay out of the maintenance fund hereinafter provided for, the following:

i. Water, waste removal, electricity and telephone and other necessary utility services for the Common Elements and (if not separately metered or charged) for the Units.

ii. The services of a Manager or managing agent or any other person or firm employed by the Board.

iii. Such insurance as the Board is required to obtain under the provisions of Section 12 of the Condominium Property Act and such other insurance as the Board deems advisable in the operation and for the protection of the Property and the Units. Any losses under such policies of insurance shall be payable and all insurance proceeds recovered thereunder shall be applied and disbursed to repair, replace or reconstruct the Units or Common Elements sustaining such losses and in accordance with the provisions of this Declaration and the Condominium Property Act, except that in the event of substantial loss to the Units or Common Elements then said insurance proceeds shall be disbursed pursuant to the Condominium Property Act.

The Board may engage the services of any bank or trust company authorized to do business in Illinois to act as trustee or agent on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of this Declaration.

iv. A policy or policies insuring the Board and the Unit Owners against any liability, incident to the ownership and/or use of those portions of the Common Elements not under the exclusive control or occupancy of the Unit Owners, the liability under which insurance shall be not less than One Hundred Thousand Dollars (\$100,000.00) for any one person injured, Three Hundred Thousand Dollars (\$300,000.00) for any one accident and Ten Thousand Dollars (\$10,000.00) for property damage (such limits to be revised at least annually by the Board and increased in its discretion).

v. Workmen's Compensation Insurance to the extent necessary to comply with any applicable laws.

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

vii. Any other materials, supplies, furniture, labor services, maintenance, repairs, structural alterations or assessments which the Board deems necessary or proper for the maintenance and operation of the Property as a first class apartment building or for the enforcement of any restrictions or provisions contained herein.

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viii. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may, in the opinion of the Board, constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Unit Owners and shall, until paid by such Unit Owners, constitute a lien on the interest of such Unit Owners in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Condominium Property Act with respect to liens for failure to pay a share of the common expense.

ix. Maintenance and repair of any Unit or Garage Unit or any other portion of the Property which a Unit Owner is obligated to maintain or repair is necessary, in the discretion of the Board, to protect the Common Elements or any other portion of the Property and the Owner or Owners of said Unit or Garage Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Unit or Garage Unit Owner or Owners; provided that the Board shall levy a special assessment against such Unit or Garage Unit for the cost of said maintenance or repair and the amount of such special assessment shall constitute a lien on the interest of such Unit Owner or Owners in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Condominium Property Act with respect to liens to failure to pay a share of the common expense.

h. To bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for common expenses under the Act, or at a sale pursuant to an order or direction of a court, or other involuntary sale, upon the consent or approval of Unit Owners owning not less than seventy-five percent (75%) in the aggregate in interest of the undivided ownership of the Common Elements.

i. To comply with the instructions of a majority of the Unit Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners.

j. To establish or maintain one or more bank accounts for the deposit of any funds paid to or received by the Board.

k. To exercise all other powers and duties of the Board of Managers or Unit Owners as a group referred to in the Declaration, these By-Laws or the Condominium Property Act of the State of Illinois.

Article III Assessments

Section 1. Each year during November, the Board at a meeting shall estimate and adopt the annual budget of common expenses (the "annual budget") including the total amount required for the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall notify each Unit Owner in writing by supplying to each Unit Owner thirty (30) days prior to said meeting a copy of such proposed annual budget. Upon adoption, said annual budget shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" of the Declaration. On or before January 1 of the ensuing year, and the 1st of each and every month of said year, each Unit

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Owner shall be obligated to pay to the Board, or as it may direct, 1/12th of the assessment made pursuant to this Paragraph. On or before the 1st day of February of each calendar year, commencing in 1979, the Board shall supply to all Unit Owners an itemized accounting of the common expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amount collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserve.

Section 2. If said annual budget proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Unit Owner according to each Unit Owner's percentage of ownership in the Common Elements. The Board shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor at least thirty (30) days prior to its adoption by the Board, and such further assessment shall become effective with the monthly maintenance payment following said adoption.

All Unit Owners shall be obligated to pay the adjusted monthly amount, provided that any such separate assessments shall be subject to approval by the affirmative vote of at least 2/3 of the Unit Owners voting at a meeting of Unit Owners duly called for the purpose of approving the assessment if it involves proposed expenditures resulting in a total payment assessed to a unit equal to the greater of five (5) times the unit's most recent common expense assessment calculated on a monthly basis or \$300.00.

Section 3. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the next monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 4. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and vouchers authorizing the payments shall be available for inspection by any Unit Owner or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. Upon ten (10) days written notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his/her account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

Section 5. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorney's fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Unit 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. Said lien shall take effect and be in force when and as provided in the Condominium Property Act

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of Illinois. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit Ownership covered by such encumbrance. The Board shall also have all other remedies specified in the Declaration or granted by law.

Section 6. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his/her Unit.

Section 7. Any mortgage or trust deed made, owned or held by a first mortgagee and recorded prior to the recording or mailing of a notice by the Board of the amount owing by a Unit Owner who has refused or failed to pay his share of the monthly assessment when due shall be superior to the lien of such unpaid common expenses set forth in said notice and to all assessments for common expenses which become due and are unpaid subsequent to the date of recording of such first mortgage or first trust deed. Any first mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or trust deed, foreclosure of the mortgage or trust deed or deed (or assignment) in lieu of foreclosure shall not be liable for, and shall take the Unit and its proportionate interest in the Common Elements free from claims for unpaid common or special assessments levied by the Board which accrue prior to the date of possession as aforesaid, except for a proportionate share of special assessments levied against all Units to collect an amount equal to unpaid common and special assessments levied against the Unit prior to the time the first mortgagee takes possession thereof.

Article IV

General Provisions

Section 1. The Board may number and assign to any Unit Owner the exclusive privilege to use for storage purposes any portion of the Building designated for such purposes. Any such designation by the Board shall not thereafter be changed except upon the affirmative vote of a majority of the Unit Owners.

Section 2. Whenever any notice whatever is required to be given under the provisions of this Declaration, or By-Laws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice. Any notice required to be given under the provisions of this Declaration, or By-Laws, may be given by electronic mail, including but not limited to text, email or then current form of communication technology.

Article V

Amendments

These By-Law may be amended or modified from time to time by action or approval of the voting members having at least two-thirds (2/3) of the total votes, provided, however, that no provision in these By-Laws may be amended or modified so as to conflict with the provisions of the Condominium Property Act. Such amendments shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois.