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Date: 11/17/2015 11:32 AM Pg: 1 of 107

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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OWNERSHIP AND BY-LAWS  
EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR  
THE MEADOWS CONDOMINIUMS**

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

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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP  
AND BY-LAWS  
EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR  
THE MEADOWS CONDOMINIUMS**

**WITNESSETH THAT:**

WHEREAS, the Association and its owners are the legal title holders of the following described real estate in the Village of Mount Prospect, County of Cook and State of Illinois:

Lot 1 in the Meadows, being a Resubdivision of part of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 33, Township 42 North, Range 11 East of the Third Principal Meridian, excepting therefrom said Lot 1 that part thereof lying Westerly of a line described as follows: Beginning at a point in the Southwesterly line of said Lot 1 which is 383.42 feet Northwesterly of the most Southerly corner of said Lot 1, as measured along the most Southwesterly line of said Lot 1; thence Northeasterly at right angles to the most Southwesterly line of said Lot 1, 92.92 feet; thence North 26.59 feet to a point on the North Line of said Lot 1 which is 528.14 feet West of the Northeast corner of said Lot 1, as measured along the North line of said Lot 1, and also excepting from said Lot 1, the East 132.07 feet as measured on the North line of said Lot 1, all in Cook County, Illinois; and

WHEREAS, the Property (as hereinafter defined) which includes, but is not limited to, said real estate together with the building, structure, improvements and other permanent fixtures of whatsoever kind now or hereafter thereon, and all rights and privileges belonging or in anywise pertaining thereto to be, under that certain type of method of ownership commonly known as "CONDOMINIUM", the Property has been submitted to the provisions of the Condominium Property Act (hereinafter referred to as "Act") of the State of Illinois, as amended from time to time; and

WHEREAS, the Association has been created to provide for the preservation of the values and the harmonious, beneficial and proper use of the Property, with respect to which a Declaration of Condominium Ownership was recorded in the Office of the Recorder of Deeds of Cook County on October 7, 1980 as Document No. 31-82-051 ("Original Declaration"); and

WHEREAS, the Original Declaration established, for the benefit of all current and future Unit Owners or occupants of the Property, or any part thereof, the Association which shall be known as

THE MEADOWS CONDOMINIUMS

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or such other name as may be subsequently adopted pursuant to the Act by the Board, which preserves certain easements and rights in, over and upon said real estate and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the Original Declaration provides that the several Unit Owners, occupants, mortgagees and other persons acquiring any interest in the Property shall at all times enjoy the benefits of and shall at all times hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspect of ownership, and to facilitate the proper administration at such Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property; and

WHEREAS, no less than two-thirds (2/3) of the Board has approved this Amended and Restated Declaration at a meeting held on November 4, 2015, pursuant to Section 27(b) of the Illinois Condominium Property Act (as defined below). Further, there are certain discretionary changes in this Declaration which have been approved by no less than 3/4th of the owners, pursuant to Section 5(b) of the Original Declaration. Finally, a copy of the Amended and Restated Declaration has been mailed by certified mail to all lien holders of record.

NOW THEREFORE, the Association and its owners, as the legal title holders of the Parcel, and for the purposes above set forth, DECLARE AS FOLLOWS:

## ARTICLE I

### DEFINITIONS

The following words and terms, whenever used herein shall have the same meaning as provided for such words and terms in Section 2 of said Condominium Property Act:

- (a) "Declaration" means this instrument as such Declaration is from time to time amended.
- (b) "Parcel" means the lot or lots, tract or tracts of land, described in the Declaration, submitted to the provisions of the Act.
- (c) "Property" means 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 provisions of the Act.
- (d) "Unit" means a part of the property designed and intended for any type of independent use, and more specifically described hereafter in Article II.



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(e) "Common Elements" means all portions of the property except the units, including limited common elements unless otherwise specified, and more specifically described hereafter in Article III.

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

(g) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit.

(h) "Majority" or "Majority of the Unit Owners" means the owners of more than 50% in the aggregate in interest of the undivided ownership of the common elements. Any specified percentage of the unit owners means such percentage in the aggregate in interest of such undivided ownership.

(i) "Plat" means a plat or plats of surveys of the parcel and of all units in the property submitted to the provisions of the Act, which shall consist of a three dimensional horizontal and vertical delineation of all such units. Said Plat is attached to the Original Declaration as Exhibit C, and is incorporated herein by reference only.

(j) "Record" means to record in the Office of the Recorder of Deeds of Cook County, Illinois.

(k) "Condominium Instruments" means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, Bylaws and Plat.

(l) "Common Expenses" means the proposed or actual expenses affecting the property, including reserves, if any, lawfully assessed by the Board of the Association.

(m) "Reserves" means those sums paid by unit owners which are separately maintained by the Board for purposes specified by the Board or the Condominium Instruments.

(n) "Unit Owners' Association" or "Association" means the association of all the unit owners, acting pursuant to Bylaws through its duly elected Board.

(o) "Purchaser" means any person or persons who purchase a unit in a bona fide transaction for value.

(p) "Limited Common Elements" means 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, and or specifically described in Article III.

(q) "Building" means all structures, attached or unattached, containing one or more units.

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(r) The word "Parking Area" means that portion of the common elements provided for parking motor vehicles.

(s) The word "Parking Space" means a portion of the Parking Area intended for the parking of a single motor vehicle.

(t) The word "Occupant" means a person or persons other than a Unit Owner in possession of one or more Units.

(u) The word "Voting Members" means the person entitled to exercise all voting power in respect in each Unit Ownership.

(v) The word "Act" means the "Condominium Property Act", as amended from time to time, of the State of Illinois.

## ARTICLE II

### UNITS

1. **Description.** All Units in the Building located on the Parcel are delineated on the Plat. The legal description of each unit shall consist of the identifying number of such unit as shown on the Plat, which units are legally described on Exhibit "A" attached hereto and made a part hereof.

It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth and identified as a Unit in the delineation thereof on the Plat. The legal description of each Unit shall consist of the identifying number or symbol of such Unit followed by the legal description of the Property, as shown on the Plat. Except as provided by the Act, no Unit Owner shall, by deed, Plat or otherwise subdivide or in any other manner cause the Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

2. **Certain Structures Not Constituting Part of a Unit.** No structural components of the Building, and no pipes, wires, conduits, public utility lines, ducts, flues and shafts situated within a Unit and forming part of any system serving one or more other Units; nor the Common Elements shall be deemed part of said Unit.

## ARTICLE III

### COMMON ELEMENTS

1. **Description.** Except as otherwise in this Declaration provided, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include the Parcel, elevators and shafts, saunas, exercise room, bicycle room, dressing room, meeting room, bath room (adjacent to sauna and dressing room), guest parking, outside walks and driveways, landscaping, stairways, entrance and exits, mail boxes, halls, lobby, corridors, laundry, storage areas, basement, roof,

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structural parts of the Building, component parts of walls, floors and ceilings and pipes, ducts, flues, shafts and public utility lines serving the Common Elements or more than one Unit.

2. **Ownership of Common Elements.** Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Unit Owners of the Property. Each Unit Owner's interest shall be expressed by a percentage amount and, once determined, shall remain constant, and may not be changed without unanimous approval of all Unit Owners, unless hereafter changed by recorded Amendment to the Declaration consented to in writing by all Unit Owners. Each Unit's corresponding percentage of ownership in the Common Elements was set forth in Exhibit "B" of the Original Declaration and each Unit Owner accepts such determination.

3. **Limited Common Elements.** Except as otherwise in the Declaration provided, the Limited Common Elements are part of the Common Elements, serving exclusively a single unit, or adjoining units as an inseparable appurtenance thereto, including specifically, but not by way of limitation, such portions of any patio, terrace, or balcony, direct access to which is provided from a unit and which is located outside of and adjoining such units.

4. **Transfer of Limited Common Elements.** The use of the 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 the Declaration. Each transfer shall be made by an amendment to the Declaration executed by all Unit Owners who are parties to the transfer and consented to by all other Unit Owners who have any right to use the Limited Common Elements affected. The amendment shall contain a certificate showing that a copy of the amendment has been delivered to the Board of Directors. The amendment shall contain a statement from the parties involved in the transfer which sets forth any changes in the parties' proportionate shares. If the parties cannot agree upon a reapportionment of their respective share, the Board of Directors shall determine such reapportionment. No transfer shall become effective until the amendment has been recorded.

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

5. **Storage Areas.** Each Unit Owner shall be responsible for his personal property located in the storage areas of the Common Elements. Such storage areas shall be allocated to the respective Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe.

6. **Parking Areas.** That portion of the Parking Area identified as Unit G-1 through Unit G-61, both inclusive, shall be units and sometimes referred to as Unit Parking spaces. All other Parking Spaces shall be part of the common elements and sometimes referred to herein as Parking Spaces. Any grant of one or more such Parking Spaces to a Unit Owner shall not be changed and shall be a privilege running with the respective unit ownership.

A unit owner who has been granted the right to use one or more Parking Space shall have the right (with the prior written consent of the holder or holders of any mortgage or trust deed on

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the unit of such unit owner) to assign in writing the exclusive privilege to use any such parking space to any other unit owner, and such assignee shall, upon delivery of a copy of such assignment and consent to the Board, succeed to all of the duties, obligations, rights and privileges of the assignor to such Parking Space.

Any unit owner shall have the right to license the use of any Parking Space which he has the exclusive privilege to use pursuant to any of the terms hereof to any other unit owner for such period, and upon such terms as he sees fit.

## 7. Use of the Common Elements.

(a) **General.** Subject to the provisions of this Declaration, each Unit Owner shall have the non-exclusive right to use the Common Elements (except the Limited Common Elements) in common with all other Unit Owners, as may be required for the purpose of ingress and egress to and use, occupancy and enjoyment of the respective Unit owned by such Unit Owner, and such other purposes permitted by this Declaration. Such rights to the use of the Common Elements, shall be subject to and restricted by the provisions of the Act, this Declaration, By-Laws, and rules and regulations of the Association. The Association shall have the authority to lease or grant licenses with respect to parts of the Common Elements subject to the provisions of this Declaration and By-Laws, including specifically, but not by way of limitation, the laundry area and storage area. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

(b) **Guest Privileges.** The aforescribed right shall extend to the Unit Owner and the members of the immediate family and authorized guests and other authorized occupants and visitors of the Unit Owner, subject to reasonable rules and regulations with respect thereto. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration and the By-Laws and rules and regulations of the Board as may be imposed from time to time.

(c) **Disclaimer of Bailee Liability.** Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, any Unit Owner, nor the Trustee shall be considered a bailee of any personal property stored in the Common Elements (including property located in storage lockers and vehicles parked in the Parking Area), 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 the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

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## ARTICLE IV

### GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

1. **Submission of Property to Provisions of Act.** The Property has been and shall be submitted to the provisions of the Act.

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

3. **Easements.**

(a) **Encroachments.** If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any portion of the Common Elements on any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of any building, valid mutual easement shall exist in favor of the owners of the Common Elements and the respective Unit Owner's involved to the extent of the encroachment. A valid easement shall not exist in favor of any Unit Owner who creates an encroachment by his intentional, willful or negligent conduct or that of his agent.

(b) **Easements for Utilities.** All suppliers of utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the Property with utility services, together with the reasonable right of ingress to and egress from the Property for said purpose. The Board or Association may hereafter grant other or additional easements for utility purposes for the benefit of the Property, over, under, along and on any portion of said Common Elements, and each Owner hereby grants the Board or Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wire, ducts, conduits, public utility lines, components of the communication systems, if any, or structural components, which may run through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries.

(c) **Rights to Run with Land.** All easements and rights described herein are easements and rights running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on any Unit Owner, purchaser, mortgagee and other person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this



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Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownership as fully and set forth on their entirety in such documents.

## ARTICLE V

### COMMON EXPENSES, MORTGAGEES AND REAL ESTATE TAXES

1. **Common Expenses.** Each Unit Owner shall pay the proportionate share of the common expenses of administration, maintenance and repair of the Common Elements and of any other expenses incurred in conformance with the Declaration and By-Laws or otherwise lawfully agreed upon. Such proportionate share of the common expenses for each Unit Owner shall be in the same ratio as his percentage of ownership in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided to 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.

2. **Separate Mortgages.** Each Unit Owner shall have the rights, subject to the provisions herein, to make a separate mortgage or encumbrance on his respective Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right of 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 Unit and his respective ownership interest in the Common Elements.

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

## ARTICLE VI

### INSURANCE

1. **The Board shall maintain the following insurance:**

(a) **Property Insurance.** (1) on the common elements and the units, including the limited common elements and except as otherwise determined by the Board, the bare walls, floors and ceilings of the unit; (2) providing coverage for special form causes of loss, and; (3) in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage for the increased costs of construction due to building code requirements, at the time the insurance is purchased and at each renewal date.

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

(c) **Fidelity Bond; Directors' And Officers' Coverage.**

(i) The Association must obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund.

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

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

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

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

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

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

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

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

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

(h) **Adjustment Of Losses; Distribution Of Proceeds.** Any loss covered by the property policy must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for 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. Owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as Trustee.

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

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

2. In the event of any loss in excess of \$50,000.00 in the aggregate, at the Board's discretion or request of any Unit Owner, the Board shall solicit bids from reputable contractors.

Payment by an insurance company to the Board or to such corporate trustee or agent of the proceeds of any policy, and the receipt or release from the Board of such corporate trustee or agent of the company's liability under such policy shall constitute a full discharge of such insurance company, and such company shall be under no obligation to insure into the terms of any trust or agency agreement under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.



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3. **Betterments and Improvements.** Each Unit Owner shall inform the Board in writing of additions, alterations or improvements made by said Unit Owner to his Unit and the value thereof which value shall be included in the full replacement insurable and for insurance purposes. If a Unit Owner fails to inform the Board as provided above and a penalty is assessed in the adjustment of loss settlement, the Unit Owner shall be responsible for such penalty. The full insurable replacement cost of the unit may include the replacement cost value of betterments and improvements in and to a unit by a Unit Owner.

4. **Appraisal.** The full, insurable replacement cost of the Property, including the Units and Common Elements shall be determined from time to time (but not less frequently than once in any twelve-month period) by the Board. The Board shall have the authority to obtain an appraisal by a reputable appraisal company as selected by the Board. The cost of such appraisal shall be a common expense.

5. **Workmen's Compensation and Other Insurance.** The Board of Managers shall acquire, as a common expense, workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board, in its judgment, shall elect to obtain, including, but not limited to insurance for the Association, its officers and manger against liability from good faith actions allegedly beyond the scope of their authority.

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

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

## ARTICLE VII

### ADMINISTRATION AND OPERATION

1. **Administration.** The administration of the Property shall be vested in the Board of Managers consisting of the number of persons, and who shall be elected in the manner, provided to the By-Laws contained herein, as Article XIV, XV, XVI, XVII and XVIII. The Board has caused the formation of an Illinois not-for-profit corporation for the purpose of facilitating the administration and operation of the property, and in such event:

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(a) Each unit owner shall be a member of such corporation, which membership shall terminate upon the sale or other disposition by such member of his unit ownership, at which time new unit owner shall automatically become a member therein;

(b) The provisions of ARTICLE XIII of this Declaration shall be adopted as the By-laws of such corporation;

(c) The Articles of Incorporation and By-laws shall contain such terms not inconsistent with this Declaration, as the Board shall deem desirable;

(d) The name of such corporation shall be The Meadows Condominiums Association, or a similar name.

2. **Indemnity.** The members of the Board and the Officers thereof shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers on behalf of the Unit Owners unless any such contract 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 officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability hereunder as his 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, shall be executed by such members or officers or the managing agent, as the case may be, as Agents for the Unit Owners.

3. **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 Declaration thereof by the Board shall be final and binding on each and all of such Unit Owners.

## ARTICLE VIII

### MAINTENANCE, ALTERATIONS, DECORATING

1. **Maintenance, Repairs and Replacements.** Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own 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. In addition, the Board or Association shall maintain, repair and replace all conduits, ducts plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries as specified in Article II, Section 2 hereof, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Unit Owner under subparagraph (b) below, or any other provision of this Declaration. Maintenance, repairs and replacements of the Common Elements (except as specifically provided herein) shall be furnished by the Board as part of the Common Expenses, subject to the By-Laws or rules and regulations of the Association.

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(b) **By the Unit Owner.** Except as otherwise provided in paragraph (a) above, each Unit Owner shall furnish and be responsible for, at his own expense:

(i) All of the maintenance, repairs and replacements within his own Unit and of the doors and windows and frames and screens appurtenant thereto, and all internal installations of such Unit such as refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures, plumbing and heating fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries as specified in Article II, Section 1 and Article II, Section 2; provided, however, that such maintenance, repairs and replacements as may be required for the functioning of the heating and plumbing systems within the Unit and for the bringing of water, gas and electricity to the Units, shall be furnished by the Board as part of the Common Expenses, and provided further that the Board or the Association may provide, by its rules and regulations as may be imposed from time to time, for ordinary maintenance and minor repairs and replacements to be furnished to Units and appliances therein by Building personnel as a Common Expense or as user charges pursuant to Article XVI, Section 9 hereof.

(ii) All of the decorating within his own Unit (initially and thereafter from time to time), including painting, wall papering, washing, cleaning, panelling, floor covering, draperies, window shades, curtains, lamps and other furnishings, and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the perimeter walls, floors, and ceiling of his Unit and such Unit Owner shall maintain same in good condition at his 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 or Association as may be imposed from time to time. Except with respect to improvements in place as of the date of the recording of this Declaration, each Unit Owner who shall elect to install in any portion of his Unit (other than in bath and powder rooms) hard surface floor covering (i.e., wood, parquet, tile, slate, ceramic, etc.) shall be first required to install a sound-absorbent undercushion of such kind and quality as to prevent the transmission of noise to the Unit below, and shall obtain approval of the Board prior to making such installation. If such prior approval is not obtained, the Board may, in addition to exercising all of the other remedies provided for in this Declaration for breach of any of the provisions hereof, require such Unit Owner to cover all non-conforming work with carpeting, or may require removal of such non-conforming work, at the expense of the offending Unit Owner. The surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. The use of and the covering of the interior surfaces of such 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 as may be imposed from time to time.

(iii) All of the maintenance, repair and replacements of the Limited Common Elements benefiting his Unit, in whole or in part, to the extent

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determined by the Board shall be performed by the respective Unit Owner. At the discretion of the Board, the Board may perform, or cause to be performed, such maintenance, repairs and replacements of the Limited Common Elements and the cost thereof shall be assessed in whole or in part to Unit Owners benefited thereby, and further, at the discretion of the Board, the Board 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 with the funds of the Unit Owner, and to procure and deliver to the Board such lien waivers and contractor's or subcontractor's sworn statements may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

(c) **Nature of Obligations.** Nothing herein contained shall be construed to impose a contractual liability upon the Association for maintenance, repair and replacement, but the Association's liability shall be limited to damages resulting from its negligence. The respective obligations of the Association and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such insurance, repair or replacement is required to be maintained pursuant to this Declaration. In the event any owner has a claim against the Board or Association for any work (such as certain exterior window cleaning, or repair of the Common Elements), ordinarily the responsibility of the Board or Association, but which the Unit Owner himself has performed or paid for, unless the same shall have been agreed to in advance by the Board or Association, the Board or the Association shall have no liability for same.

## 2. Additions, Alterations or Improvements

(a) The Board may authorize and charge as a Common Expense (or in the case of Limited Common Elements may charge the Owners benefited thereby) additions, alterations, or improvements to the Common Elements. The cost of any such work to the Common Elements may be paid out of a special assessment.

(b) No additions, alterations or improvements shall be made by an Owner to any part of the Common Elements and no additions, alterations or improvements shall be made by an Owner to his Unit (where such work alters the structure of the Unit or increases the cost of insurance required to be carried by the Board hereunder) without the prior written consent of the Board. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by an Owner upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay to the Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by an Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following action:

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(1) Require the Owner to remove the addition, alteration or improvement and restore the Property to its original condition, all at the Owner's expense; or

(2) If the Owner refuses or fails to properly perform the work required under (1), the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or

(3) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

3. **Negligence of Unit Owner.** If, due to the negligent act or omission of a Unit Owner, or of a member of his household 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 other, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expenses, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board.

4. **Joint Facilities.** To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Board as may be imposed from time to time. The authorized representatives of the Association or the Board, or of the manager or managing agent for the Building, shall be entitled to reasonable access to the individual Units as may be required in, connection with maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

## ARTICLE IX

### SALE, LEASING OR OTHER ALIENATION

1. **Sale.** Any Unit Owner who wishes to sell his Unit Ownership for any lessee of any Unit wishing to assign shall give to the Board not less than thirty (30) days prior written notice of his intent to sell and subsequently, the terms of any contract to sell, entered into subject to the Board's option as set forth hereinafter together with a copy of such contract, the name and address of the proposed purchaser and such other information concerning the proposed purchaser as the Board may reasonably require. The giving of such notice shall constitute a warranty and representation by the giver thereof that he believes such offer and all information contained in said notice, to be bona fide, true and correct in all respects. The members of the Board acting on behalf of the other Unit Owners shall at all times have the first right and option to purchase such Unit Ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice of contract. If said option is not exercised by the Board within said thirty (30) days, the Unit Owner may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period,



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proceed to consummate the sale such Unit Ownership to the proposed purchaser named in such notice upon the terms specified therein. If the Unit Owner fails to close said proposed sale transaction within said ninety (90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.

2. **Gift.** Any Unit Owner who wishes to make a gift of his Unit Ownership or any intent thereon to any person other than a permitted party under Section 10 of this Article IX shall give to the Board no less than ninety (90) days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and such other information concerning the intended donees as the Board may reasonably require. If the gift to such party is not consented to by the Board, and the Unit Owner insists on making said gift, the members of the Board acting on behalf of the other Unit Owners, shall at all times have the first right and option to purchase such Unit Ownership or interest therein for cash at fair market value determined by arbitration as hereinafter provided, which option shall be exercisable until the date of expiration as provided herein, in the event that the Board exercises said option and the parties cannot arrive at an agreed price, then within fifteen (15) days after receipt of a written notice by the Board, the Board and the Unit Owner desiring to make such gift shall each select a qualified real estate appraiser. The two appraisers so selected shall, within ten (10) days after their selection, appoint another qualified real estate appraiser to act as the arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the arbitrator shall determine fair market value of the Unit Ownership or interest therein which the Unit Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Unit Owner and the Board, and said determination shall be conclusive upon the parties. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Board's option to purchase the Unit Ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of written notice of such determination of fair market value. The cost of appraisal shall be divided equally between such Unit Owner and the Board's share shall be a common expense.

3. **Devise.** In the event any Unit Owner dies leaving a will devising his Unit Ownership, or any interest therein to any person or persons not heirs-at-law of the deceased Unit Owner under the Rules of Descent of the State of Illinois, and said will is admitted to probate, the members of the Board acting on behalf of the other Unit Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit Ownership or interest therein, either from the devisee or devisees thereof named in said will, or if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration as herein provided. In the event of a dispute as to purchase price, within sixty (60) days after the appointment of a personal representative for the estate of a deceased Unit Owner, the Board shall appoint a qualified real estate appraiser, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter, said devisee or devisees or personal representative, as the case may be shall appoint a qualified real estate appraiser. Within ten (10) days after the appointment of the two (2) said appraisers, the two so appointed shall appoint another qualified real estate appraiser to act as the arbitrator. Within fifteen (15) days thereafter, the arbitrator shall determine the fair market value of the Unit Ownership or interest therein devised by the deceased Unit Owner, and shall thereupon give written notice of

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such determination to the Board and said devisee, devisees or personal representative, as the case may be, and said determination shall be conclusive upon the parties. If either party shall fail to select an appraiser, then the appraiser designated by the other party, shall make the appraisal. The Board's right to purchase the Unit Ownership, or interest therein, at the price determined by the arbitrator shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Unit Owner is the appointment of a personal representative of the deceased Unit Owner is empowered to sell, and shall expire eight (8) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. The cost of appraisal shall be equally divided between such Unit Owner and the Board and the Board's share shall be a common expense.

#### 4. **Involuntary Sale.**

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

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

5. **Consent of Voting Members.** The Board shall not exercise any option hereinabove set forth to purchase any Unit Ownership or interest therein without the prior consent of Voting Members having three-fourth (3/4) of the total votes. The Board or its duly authorized representative, acting on behalf of the other Unit Owners may bid to purchase at any sale of a Unit Ownership or interest therein of any Unit Owner living or deceased, which said sale is held pursuant to an order or direction of a court, upon the prior consent of Voting Members having three-fourths (3/4) of the total votes, which said consent shall set forth a maximum price which the Board or its duty authorized representative is authorized to bid and pay for said Unit Ownership or interest therein.

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

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

8. **Finance of Purchase Under Option.**

(a) Acquisitions of Unit Ownership or any interest therein under the provisions of this Article may be made from the maintenance fund or any other financing arrangement as the Board deems desirable. If said fund is insufficient, the Board shall levy an assessment against each Unit Owner as provided for and subject to Article XVI hereof.

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

9. **Title to Acquired Interest.** Unit Ownership or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the Board and their succession in office, or such nominee as they shall designate, for the benefit of all the Unit Owners. Said Unit Ownerships or interests therein shall be sold or leased by the members of the Board in such manner as the Board shall determine without complying with the foregoing provisions relating to the Board's right of first refusal. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each Unit Owner in the same proportion in which the Board could levy a special assessment under the terms of Section 8(a) of this Article.

10. **Exceptions to Board's Right of First Refusal.** The Board's right of first refusal as provided in Section 1, 2, and 3 of this Article IX shall not apply to any sale, gift, devise or transfer by any corporation, trust or other entity when the original Unit Owner or persons having at least majority control of said Unit Owner are in control of the transferee, or resulting from statutory merger or consolidation, or between co-owners of the same Unit, or any one or more of them, or from any trustee of a trust to any one or more of the beneficiaries thereof.

11. **Miscellaneous.** If a proposed sale, lease, devise or gift of any Unit Ownership is made by any Unit Owner, after compliance with the foregoing provisions, the purchaser, lessee, devisee, or donee thereunder shall be bound by and be subject to all of the obligations of such Unit Owner with respect to such Unit Ownership as provided in this Declaration, and in the case of a lease, said lease shall expressly so provide. The Unit Owner making any such lease shall not be released thereby from any of his obligations hereunder. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the Board's right of first option shall apply to such Unit Ownership. If



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any sale, lease, devise or gift of a Unit Ownership is made or attempted by any Unit Owner without complying with the foregoing provisions, such sale, lease, devise or gift shall be subject to each and all of the rights and options of the Board hereunder and each and all of the remedies and actions available to the Board hereunder or at law or in equity in connection therewith. The foregoing provisions with respect to the Board's right of first option as to any proposed sale, lease, devise or gift shall be and remain in full force and effect until the Property as a whole shall be sold or removed from the provisions of the Act as provided in the Act, unless sooner rescinded or amended by the Unit Owners in the manner herein provided for amendments of this Declaration. The Board may adopt rules and regulations from time to time, inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the same.

12. **Leasing of Units.** Effective as of the recording date of this Amended and Restated Declaration, and notwithstanding anything to the contrary contained in this Declaration, the rental or leasing of Units is prohibited, subject to the following.

(a) Units cannot be used for transient or hotel purposes, including, but not limited to, nightly rentals, monthly rentals, or monthly corporate housing. Owners are prohibited from sub-leasing or having sub-tenants without the approval of the Board.

(b) All current owners of record as of the effective date of this Amendment, shall continue to have the right to lease their Unit, until they sell or otherwise transfer ownership of the Unit. Then, all future owners are subject to all provisions of this Section.

(c) The provisions of the Illinois Condominium Property 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 into any lease executed or renewed on or after the effective date of these rules.

(d) Any Unit being leased in violation of this Amendment or any Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine and may be ineligible to continue leasing of their unit, to be determined by the Board of Directors upon notice and an opportunity to be heard.

(e) Owners may lease to blood relatives and units leased to a blood relative(s) shall not be counted as a leased unit. Blood relatives shall be defined as parents, siblings, children (natural or adopted), grandchildren, and grandparents. Owners who have their unit occupied by a blood relative shall otherwise comply with the restrictions contained herein, and may not sublease or lease less than all of the Unit to third parties.

(f) In addition to the authority to levy fines against the Owner for violation of these provisions or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

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(g) Any action brought on behalf of the Association and/or the Board of Directors to enforce these provisions shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

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

(i) The Board of Directors of the Association shall have the right to lease out any Association owned Units or any Unit which the Association has possession of pursuant to any court order and said Units shall not be subject to the limitations of the quantity of units being leased/rented.

## ARTICLE X

### DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

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

2. **Insufficient Insurance.** (a) 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 one-hundred and eighty (180) days from the date of damage or destruction, the Board of Managers may record a notice setting forth such facts and upon the recording of such notice:

(i) The Property shall be deemed to be owned in common by the Unit Owners;

(ii) The undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such owner in the Common Elements;

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## ARTICLE XI

### EMINENT DOMAIN

1. **Reallocation of Common Elements and Condemnation Award.** Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage 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. The allocation of any condemnation awards or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited 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 Element will be distributed in accordance with the interests of those entitled to their use.

2. **Cessation of Common Expenses.** Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

## ARTICLE XII

### SALE OF THE PROPERTY

The Unit Owners through the affirmative vote of Voting Members having at least three-fourths (3/4) of the total votes, at a meeting duly called for such purpose, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit Ownership entitled to notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit Ownership entitled to notice under Section 1 of Article XIX of this Declaration. 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 or 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 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 fair market value at his interest, as determined by arbitration as hereinafter provided, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on the fair market value of such interest, such Unit Owner and the Board shall each select an appraiser, the two so selected shall select a third, and the fair market value, as determined by said third appraiser shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall be appointed for the appraisal. The cost of the appraisal shall be divided equally between such Unit Owner and the Board, and the Board's share shall be a common expense.

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## ARTICLE XIII

### BY-LAWS

The provisions of Article XIV, XV, XVI, XVII and XVIII shall constitute the By-Laws or the Association and the By-Laws prescribed by the Act.

## ARTICLE XIV

### BOARD OF MANAGERS

#### 1. Board or Managers (Board of Directors).

(a) The direction and administration of the Property shall be vested in a Board of Managers, consisting of five (5) persons who shall be appointed or elected in the manner herein provided. 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, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board.

(b) At the initial meeting the Voting Members elected five (5) Board Members. In all elections for members of the Board, each Voting Member shall be entitled to vote in the manner provided by law 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. Cumulative voting shall not be permitted. Members of the Board shall serve for a period of one year.

(c) The Voting Members having as least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that such number shall not be less than one-third (1/3) of the persons on the Board shall expire annually, and that the term of any member of the Board shall not exceed two (2) years, provided, however, that such member of the Board of Managers or officers may succeed themselves.

(d) Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of Voting Members having two-thirds (2/3) of the total votes.

(e) Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the Voting Members present at the next annual meeting, or at a special meeting of the Voting Members called for such purpose. Vacancies may also be filled by the Board by a two-thirds (2/3) vote of the remaining members thereof at a special meeting of the Board at which such vacancy shall be filled until the next meeting of the Voting Members or for a period terminating no

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later than thirty (30) days following the filing of a petition signed by Voting Members holding twenty percent (20%) of the votes of the Association requesting a meeting of the Voting Members to fill the vacancy for the balance of the term. A meeting of the Voting Members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the Voting Members filing of a petition signed holding twenty percent (20%) of the votes of the Association requesting such a meeting.

(f) Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. A majority of the total number of the members of the Board shall constitute a quorum.

(g) Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may adopt.

(h) The Board shall elect annually from among its members a President who shall preside over both its meetings and those of the Voting Members, and who shall be the chief executive officer of the Board and the Association and who shall execute amendments to the Condominium Instruments, a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members, who shall mail and receive all notices, and who shall, in general, perform all the duties incident to the office of Secretary, a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect.

(i) 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 annual meeting or special meeting called for that purpose.

(j) The Board shall meet at least four (4) times annually. Meetings of the Board shall be open to any Unit Owner, notice of any such meeting shall be mailed, delivered or emailed 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.

(k) All meeting of the Board, whether regularly scheduled or specially called, shall be open to all Owners, except for the portion of any meeting held (a) to discuss litigation when an action against or on behalf of the Board and/or Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent; (b) to consider information regarding appointment, employment or dismissal of an employee; or (c) to discuss violations of rules and regulations of the Association or an Owner's unpaid share of common expenses. Any vote on the matters listed in clauses (a), (b) and (c) above shall be taken at a Board meeting or portion thereof open to any Owner. Any Owner may record the proceedings at meetings required to be open under the Act by audio, video or other means provided, however, that the Board may prescribe reasonable rules and regulations with regard to the Owners' right to make such recordings.



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2. **General Power of the Board.** The powers and duties of the Board of Manager shall include, but shall not be limited to the following matters:

- (a) Operation, care, upkeep, maintenance, replacement and improvement of the Common Elements.
- (b) Proportion, adoption and distribution of the annual budget for the Property.
- (c) Levying of assessments.
- (d) Collection of assessments from Unit Owners.
- (e) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- (f) Obtaining adequate and appropriate kinds of insurance.
- (g) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by it.
- (h) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property.
- (i) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.
- (j) To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to other Unit or Units.
- (k) To pay for water, waste removal, other operating expenses, electricity, telephone and other necessary utility services for the Common Elements.
- (l) To pay for landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the windows and glass doors appurtenant to the Unit, if any, and the interior surfaces of the Units and of the hallway doors appurtenant thereto, which the Unit Owners shall paint, clean, decorate, maintain and repair, except if necessitated by repairs to the Common Elements) 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.
- (m) To pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to

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secure or pay for pursuant to the terms of this Declaration or By-Laws of which in its opinion shall be necessary or proper for the maintenance and operation of the Property, as a first class condominium apartment budding or for the enforcement of these restrictions.

(n) To pay any amount necessary to discharge any mechanic's lien or other encumbrance against the entire Property or any part thereof which may, in the opinion of the Board, constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular 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 liens shall be specially assessed to said Unit Owners.

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

(p) The Board or its agent upon reasonable notice may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable; and any damage caused thereby shall be repaired by the Board as a common expense.

(q) The Board's powers hereinabove enumerated and described in the Declaration, shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00), without in each case the prior approval of Voting Members having two-thirds (2/3) of the total votes at a meeting.

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

(s) The Board may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation, and beautification of the Property, and for the health, comfort, safety and general welfare of the Unit Owners and Occupants of the Property. To adopt or amend such rules and regulations from time to time, the Board

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shall call a special meeting of the Owners upon not less than ten (10) nor more than thirty (30) days' written notice. The notice of the meeting shall state that the meeting is called for the purpose of discussing the proposed rules and regulations and shall contain the full text of the proposed rules. The approval of any such rules shall require a majority vote of the Board only.

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

(u) Nothing hereinabove contained shall be construed to give the Board, Association, or Unit Owners authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

(v) Upon authorization by the affirmative use of not less than a majority of the Voting Members at a meeting duly called for such purposes, the Board, acting on behalf of all Unit Owners shall have the power to such relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as common expenses.

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

(x) **Board Powers Requiring Owner Approval.** Matters subject to affirmative vote of Owners having two-thirds (2/3) or more of the total votes at a meeting duly called for such purpose, shall include, but not be limited to:

- (i) merger or consolidation of the Association;
- (ii) sale, lease, exchange, (but not the mortgage or pledge) or other disposition of all, or substantially all, of the property and assets of the Association; and
- (iii) the purchase or sale of land or of Units on behalf of all Owners.

## ARTICLE XV

### MEMBERS (UNIT OWNERS)

1. **Voting Rights.** There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such Voting Members shall be the Unit Owner or one of the group composed of all the Unit Owners of a Unit Ownership or



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may be some person designated by some Unit Owners to act as proxy on his or their behalf and who need not be a Unit Owner. Such designations shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner or Unit Owners. Any or all Unit Owners of a Unit Ownership, and their designee, if any, may be present at any meeting of the Voting Members, but only the Voting Member of the Unit Ownership 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 Unit Owner or group of Unit Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements Applicable to his or their Unit Ownership as set forth in Exhibit "B". The Association shall have one class of membership only and that nothing contained in these Condominium Instruments shall permit or allow different classes of membership among the Unit Owners.

## 2. Meetings.

(a) Meeting 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 a meeting of at least twenty percent (20%) of the Voting Members 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 represented at such meeting.

(b) There shall be an annual meeting of the Voting Members on such date and at such time each year as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting.

(c) Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said meetings can be called by written notice, by the President, a majority of the Board, or by 20% of the Unit Owners and delivered not less than ten (10) days or 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. Matters to be submitted at special meetings of the Voting Members shall first be submitted to the Board of Managers, at least ten (10) days prior to the special meeting, who shall then submit the matters to the Voting Members.

3. **Notices of Meetings.** Notices of meetings required to be given herein may be delivered either personally, by mail, or by electronic means to the person entitled to vote thereat addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address has been given to the Board. Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under the Declaration or any provision of the Act may be accomplished using the technology generally available at that time, including by electronic means. This Section shall govern the use of technology in implementing

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the provisions of any condominium instrument or any provision of this Act concerning notices, signatures, votes, consents, or approvals.

- i. The Association, unit owners, and other persons entitled to occupy a unit may perform any obligation or exercise any right under any condominium instrument or any provision of this Act by use of any technological means that provides sufficient security, reliability, identification, and verifiability.
- ii. A verifiable electronic signature satisfies any requirement for a signature under the Declaration or any provision of the Act.
- iii. Voting on, consent to, and approval of any matter under the Declaration or any provision of the Act may be accomplished by electronic transmission or other equivalent technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in non-electronic form.
- iv. Subject to other provisions of law, no action required or permitted by the Declaration or any provision of the Act need be acknowledged before a notary public if the identity and signature of the person can otherwise be authenticated to the satisfaction of the Board of Directors or board of managers.
- v. If any person does not provide written authorization to conduct business using electronic transmission or other equivalent technological means, the Association shall, at its expense, conduct business with the person without the use of electronic transmission or other equivalent technological means.
- vi. This Section does not apply to any notices required under Article IX of the Code of Civil Procedure related to: (1) an action by the Association to collect a common expense; or (2) foreclosure proceedings in enforcement of any lien rights under this Act.

4. **Miscellaneous.** No merger or consolidation of the Association; sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all of the Property and assets of the Association; and the purchase or sale of land or of Units on behalf of all Unit Owners shall be effectuated unless there is an affirmative vote of at least two-thirds (2/3) of the votes of Unit Owners.

## ARTICLE XVI

### ASSESSMENTS-MAINTENANCE FUND

1. **Estimated Annual Budget and Assessments.** Each year the Board shall estimate the total amount necessary to pay the cost of all common expenses 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

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replacements. The annual budget shall set 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. Each Unit Owner shall receive at least thirty (30) days prior to the adoption thereof by the Board of Managers, a copy of the proposed annual budget; the annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements; if any. The "estimated 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" attached hereto. Each Unit Owner shall receive notice in the same manner as is provided in this Declaration for membership meetings, of any meeting of the Board of Managers concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. On or before January 1 of the ensuing year, and the first of each and every month of said year, said Unit Owner jointly and severally shall be personally liable for and obligated to pay to the Board or as it may direct one-twelfth (1/12) of the assessment against his Unit Ownership made pursuant to this Section. On or before April 1 of each calendar year, the Board shall supply to all Unit Owners an itemized accounting of the common expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessments and showing the net excess or deficit of income over expenditures plus reserves.

2. **Reserves and Adjustments.** The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Any extraordinary or non-recurring common expense, any common expense not set forth of the budget as adopted, and any increase in assessments over the amount adopted shall be separately assessed against all Unit Owners. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

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

(a) Separate assessments for expenditures relating to emergencies or mandated by law, may be adopted by the Board without being subject to Unit Owner approval or the provisions of Section (3) above or (3)(b) below. As used herein, "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Owners.

(b) Assessments for capital improvements or additions to the Common Elements or to property owned by the Association not included in the annual budget adopted by the Board

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shall be separately assessed and shall be subject to the approval of two-thirds (2/3) of the total votes of all Owners. The Board may adopt separate assessments payable over more than one (1) fiscal year.

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

4. **Failure to Prepare Estimates of Annual Budget.** 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 not more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

5. **Books and Records.** 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 at the Common Elements and any other expenses incurred. Such records and the 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 required by the Unit Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

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

7. **Insurance.** Any insurance premiums assessed on a basis reflecting increased charges for coverage on certain Units shall be assessed to such Unit.

8. **Assessments.** 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 attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Unit Ownership of the 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. Such lien shall take effect and be its force when and as provided in the Act;



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provided, however, that encumbrancer owned or held by any bank, insurance company, savings and loan association or other lender shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered Unit Ownership which became due and payable subsequent to the date the encumbrancer either takes possession of the Unit, accepts a conveyance of any interest in the Unit Ownership or has a receiver appointed in a suit to foreclose its lien. 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 generation of the generality of the foregoing if any Unit 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: (1) the right to enforce the collection of such defaulting Unit Owner's share of such expenses (whether due by acceleration or otherwise), together with interest thereon, at the maximum rate permitted by law, and all fees and costs (including reasonable attorney's fees) incurred in the collection thereof, (2) the right, by giving such defaulting Unit Owner five days' written notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (3) the right to take possession of such defaulting Unit Owner's Interest in the property, to maintain for the benefit of all the other Unit Owners an action for possession in the manner prescribed in "an Act in regard to Forcible Entry and Detainer", approved February 16, 1874, as amended, and to execute leases of such defaulting Unit Owner's interest in the Property and apply the rents derived therefrom against such expenses.

9. **User Charges.** The Board, acting pursuant to Article XIX hereof, may establish, and each Unit Owner shall pay, user charges to defray the expense of providing services, facilities or benefits which may not be used equally or proportionately by all of the Unit Owners or which, in the judgment of the Board, should not be charged to every Unit Owner. Such expenses may include, without limitation, charges for use of and fees for such other services and facilities provided to Unit Owners which should not be reasonably allocated among all of the Owners in the same manner as the Common Expenses. Such user charges may be billed separately to each Owner benefited thereby, or may be added to such Unit Owner's share of the Common Expenses, as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges pursuant to this Article XVI Paragraph 9, and the Board may elect to treat all or any portion thereof as Common Expenses.

10. **Nonuse.** No Unit Owner may waive or otherwise escape liability for the assessments prescribed for herein by nonuse of the Common Elements or abandonment of his Unit.

## ARTICLE XVII

### COVENANTS AND RESTRICTIONS AS TO THE USE AND OCCUPANCY

The Units and Common Elements shall be owned, occupied and used subject to the following covenants and restrictions:

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1. **General Use.** No part of the Property, except for Units intended for parking, shall be used for other than housing and related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

2. **Obstruction of Common Elements and Unit Maintenance.** There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without prior consent of the Board except herein expressly provided. Each Unit Owner shall be obligated to maintain and keep his own Unit and its interior surfaces, windows and doors, in good, clean order and repair, and each Unit Owner shall also keep the patio or balcony which he 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. 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.

3. **Prohibited Use.** 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 Unit, or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements. No Unit Owner shall overload the electric wiring in the 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 or plumbing system, without the prior written consent of the Board.

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

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

6. **Window Treatment.** The use and the covering of the interior surface of the glass windows and/or doors appurtenant to the Units of the Building, whether by draperies, shades or other items visible from the exterior of the Building shall be subject to the rules and regulations of the Board.

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7. **Floor Coverings.** In order to enhance the soundproofing of the Building the floor covering for all occupied Units shall meet a certain minimum standard as may be specified by rules and regulations of the Board.

8. **Pets, etc.** In accordance in part with Mount Prospect Village Code 20.207 "Sale or Possession of Certain Animals or Number of Animals Prohibited", no fowl, poultry, non-domestic, exotic or dangerous animals shall be kept in any Unit or in the Common Elements. Further, no animals of any kind may be raised, kept, bred or maintained for any purpose in any Unit or the Common elements. No dogs or rabbits are allowed to be kept as pets in Units, however, cats are permitted. A maximum of 3 pets per household are allowed to be kept in a Unit at any given time per the Village of Mt. Prospect municipal code. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days' written notice from the Board. A \$100/day fine will apply for each day that an animal remains in the Unit after the three (3) days' notice, unless otherwise approved by the Board.

9. **Nuisances.** No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willful or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

10. **Unsightliness.** 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.

11. **Personal Effects.** There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that baby carriages, bicycles and other personal property approved by the Board and which are not hazardous or noxious in any way, may be stored in the common storage area designated for that purpose.

12. **Commercial Activities.** 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.

13. **For Sale and For Rent 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.

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

15. **Exceptions.** The Unit restrictions in paragraphs 1 and 12 of this Article XVII shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (a) maintaining his professional library therein, (b) keeping his personal business or professional records or accounts therein, or (c) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of Sections 1 and 12 of this Article XVII.

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16. **Satellite dishes.** Satellite dishes and similar devices may only be installed on the portions of the property within the Owner's exclusive use or control, and in accordance with the Association's rules and regulations and FCC regulations. Subject to the rules and regulations of the Association and the FCC regulations, owners are permitted to allowed to mount a satellite dish on their individual air conditioner supports.

17. **Flags.** Owners are allowed to display American Flags and Military Flags on their Unit or the Common Elements immediately adjacent to their Unit subject to the Rules and Regulations of the Board and in accordance with the Act and Federal law, so long as size of the Flag is no more than 3'x5'. An American Flag shall be defined as a flag made of fabric, cloth or paper displayed from a staff or flagpole or in a window. An American Flag shall not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving material, flora, 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.

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

- (1) All requests for modification to a Unit, Common Elements or Limited Common Elements must be in writing.
- (2) The Board may request copies of plans, specifications, drawings, certifications and other reasonable documentation for its review.
- (3) The Board may establish reasonable guidelines for construction of any addition, improvement or modification.
- (4) All work must be approved by the Board prior to commencing construction.
- (5) The Board may require the Owner or Occupant to return the modification(s) to its original condition at Owner's expense upon sale or transfer of Unit Ownership.
- (6) The Board of Directors shall have the authority to establish a fee for administration and documentation associated with Occupants moving in and out of the premises, including a security deposit for damages to the Common Elements.



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## ARTICLE XVIII REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

1. **Abatement and Enjoinment.** The violation of any restrictions, or condition or regulation adopted by the Board, or the breach of any covenant or provisions herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding section: (1) to enter upon that part of the Property when such violation or breach exists and 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 the provisions hereof, and the Trustee, the Developer, or their successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or, (b) to enjoin, abate or remedy by appropriate legal proceeding, 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 expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of seven percent (7%) per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all his personal property in his Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise by the Board.

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

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## ARTICLE XIX

### RECORDS OF THE ASSOCIATION

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

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

2. Any member of the Association shall have the right to inspect, examine and make copies of the records described in subdivisions (a), (b), (c), (d) and (e) of Section (1) above, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Association's Board of Directors or its authorized agent, stating with particularity the records sought to be examined.

3. Except as otherwise provided in this Section, any member of an Association shall have the right to inspect, examine and make copies of the records described in subdivisions (f), (g), (h) and (i) of Section (1) above, in person or by agent, at any reasonable time or times but only for a proper purpose, at the Association's principal office. In order to exercise this right, a member must submit a written request, to the Association's Board or its authorized agent, stating with particularity the records sought to be examined and a proper purpose for the request.

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4. 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.

5. Notwithstanding the provisions of Section (1) above, unless otherwise directed by court order, the following records are not available for inspection, examination or copying by members:

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

## ARTICLE XX

### GENERAL PROVISIONS

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

2. **Notices to Board and Unit Owners.** Notice provided for in this Declaration and in the Act shall be in writing, and shall be address to the Board or any Unit Owner as the case may be, at 1200 W. Northwest Highway, Mount Prospect, Illinois (indicating thereon the

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number of the respective Unit if addressed to a Unit Owner), or at such other address as herein provided. The Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may also designate a different address for notices to him by giving written notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered where mailed by United State registered or certified mail or when delivered in person with written acknowledgement of the receipt thereof, or if addressed to a Unit Owner, when deposited in his mailbox in the Building or at the door of his Unit in the Building; or by electronic means.

3. **Notice to Descendent.** Notice required to be given any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by mail to the party at his or its address appearing on the records of the court wherein the estate of such deceased Unit Owner is administered.

4. **Binding Effect.** Each purchaser by acceptance of a deed of conveyance shall take title 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 or any Unit, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

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

6. **Amendment.** Except as otherwise provided in the Act, this Declaration and By-Laws, the provisions of the Condominium Instruments 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 three-fourths (3/4) of the Unit Owners and the approval of any mortgagees required under the provisions of the Condominium instruments, 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 bonafide liens of record against any Unit, not less than ten (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. Except to the extent authorized by provisions of the Act, no amendment to the Condominium Instruments shall change the boundaries of any Unit or the undivided interest in the Common Elements, the

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number of votes in the Unit Owners Association, or the liability for common expenses appertaining to a Unit.

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

8. **Perpetuities and Restraints.** If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the descendants of the incumbent President of the United States, who are living on the date hereof.

9. **Liens.** In the event any lien exists against two (2) or more Units and the indebtedness secured by such lien is due and payable, the Unit Owner of any such Unit so affected may remove such Unit and the undivided interest in the Common Elements appertaining thereto from such lien by payment of the proportional amount of such indebtedness attributable to such Unit. In the event such lien exists against the Units or against the Property, the amount of such proportional payment shall be computed on the basis of the percentage set forth in the Declaration. Upon payment as herein provided, it is the duty of the encumbrancer to execute and deliver to the Unit Owner a release of such Unit and the undivided interest in the Common Elements appertaining thereto from such lien.

The owner of such Unit shall not be liable for any claims, damages or judgments entered as a result of any action or inaction of the Board of Managers of the Association other than for mechanics' liens as hereinafter set forth. Each Unit Owner's liability for any judgment entered against the Board of Managers or the Association, if any, shall be limited to his proportionate share of the indebtedness as set forth herein, whether collection is sought through assessment or otherwise. A Unit Owner shall be liable for any claim, damage or judgment entered as a result of the use or operation of his Unit, or caused by his own conduct.

If, as a result of work expressly authorized by the Board of Managers, a mechanics' lien claim is placed against the Property or any portion of the Property, each Unit Owner shall be deemed to have expressly authorized it and consented thereto, and shall be liable for the payment of his Unit's proportionate share of any due and payable indebtedness.

10. **Release of Claims.** Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, Occupant, the Association, its officers, members of the Board, the managing agent, and the respective employees and agents, for any claim that is otherwise covered by insurance.



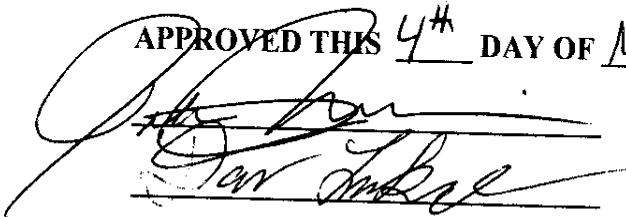
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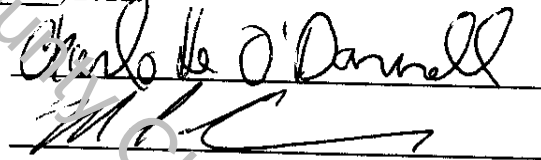
11. **Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class condominium apartment building.

12. **Headings.** The headings and captions contained herein are inserted for convenient reference only and shall not be deemed to construe or limit the Sections and Articles to which they apply.

13. **Land Trust Unit Owners Exculpation.** In the event title to any Unit Ownership is conveyed to a land titleholding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the Unit Ownership under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such titleholding 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 transfer of title of such Unit Ownership.

APPROVED THIS 4<sup>th</sup> DAY OF November, 2015:

  
\_\_\_\_\_  
David Jones

  
\_\_\_\_\_  
Charles De O'Donnell

BEING AT LEAST TWO-THIRDS (2/3) OF THE BOARD OF DIRECTORS FOR MEADOWS CONDOMINIUM ASSOCIATION



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## EXHIBIT A

### LEGAL DESCRIPTION

UNITS 101 through 118 inclusive, 201 through 218 inclusive, 301 through 318 inclusive and G-1 through G-61 inclusive, as delineated on Plat of Survey, of the following described Property:

Lot 1 in the Meadows, being a Resubdivision of part of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 33, Township 42 North, Range 11 East of the Third Principal Meridian, excepting therefrom said Lot 1 that part thereof lying Westerly of a line described as follows: Beginning at a point in the Southwesterly line of said Lot 1 which is 383.42 feet Northwesterly of the most Southerly corner of said Lot 1, as measured along the most Southwesterly line of said Lot 1; thence Northeasterly at right angles to the most Southwesterly line of said Lot 1, 92.92 feet; thence North 26.59 feet to a point on the North Line of said Lot 1 which is 528.14 feet West of the Northeast corner of said Lot 1, as measured along the North line of said Lot 1, and also excepting from said Lot 1, the East 132.07 feet as measured on the North line of said Lot 1, all in Cook County, Illinois;

which Plat of Survey is attached as Exhibit "C" to the Declaration of Condominium made by Northwest National Bank of Chicago, a National Banking Association, as Trustee under a Trust Agreement dated June 20, 1978 and known as Trust No. 4722, Registered in the Office of the Registrar of Titles of Cook County, Illinois as Document No. 3182051T

<u>UNIT</u>	<u>PIN</u>	<u>UNIT</u>	<u>PIN</u>
101	03-33-405-017-1001	G1	03-33-405-017-1055
102	03-33-405-017-1002	G2	03-33-405-017-1056
103	03-33-405-017-1003	G3	03-33-405-017-1057
104	03-33-405-017-1004	G4	03-33-405-017-1058
105	03-33-405-017-1005	G5	03-33-405-017-1059
106	03-33-405-017-1006	G6	03-33-405-017-1060
107	03-33-405-017-1007	G7	03-33-405-017-1061
108	03-33-405-017-1008	G8	03-33-405-017-1062
109	03-33-405-017-1008	G9	03-33-405-017-1063
110	03-33-405-017-1010	G10	03-33-405-017-1064
111	03-33-405-017-1011	G11	03-33-405-017-1065
112	03-33-405-017-1012	G12	03-33-405-017-1066

(continued on following page)

**UNOFFICIAL COPY****EXHIBIT B****PERCENTAGE OF OWNERSHIP INTEREST**

<u>UNIT NO.</u>	<u>% Interest</u>	<u>UNIT NO.</u>	<u>% Interest</u>
101	1.17	G-1	0.09
102	1.75	G-2	0.09
103	1.75	G-3	0.09
104	1.75	G-4	0.09
105	1.87	G-5	0.09
106	1.77	G-6	0.09
107	1.73	G-7	0.09
108	1.73	G-8	0.09
109	1.73	G-9	0.09
110	1.73	G-10	0.09
111	1.73	G-11	0.09
112	1.90	G-12	0.09
113	1.75	G-13	0.09
114	1.75	G-14	0.09
115	1.80	G-15	0.09
116	1.80	G-16	0.09
117	1.75	G-17	0.09
118	1.75	G-18	0.09
		G-19	0.09
201	1.18	G-20	0.09
202	1.76	G-21	0.09
203	1.76	G-22	0.09
204	1.76	G-23	0.09
205	1.88	G-24	0.09
206	1.78	G-25	0.09
207	1.74	G-26	0.09
208	1.74	G-27	0.09
209	1.74	G-28	0.09
210	1.74	G-29	0.09
211	1.74	G-30	0.09
212	1.91	G-31	0.09
213	1.76	G-32	0.09
214	1.76	G-33	0.09
215	1.91	G-34	0.09
216	1.81	G-35	0.09
217	1.76	G-36	0.09
218	1.76	G-37	0.09
		G-38	0.09
301	1.19	G-39	0.09
302	1.77	G-40	0.09
303	1.77	G-41	0.09

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## EXHIBIT A (Page 3 of 3)

317	03-33-405-017-1053	G53	03-33-405-017-1107
318	03-33-405-017-1054	G54	03-33-405-017-1108
		G55	03-33-405-017-1109
		G56	03-33-405-017-1110
		G57	03-33-405-017-1111
		G58	03-33-405-017-1112
		G59	03-33-405-017-1113
		G60	03-33-405-017-1114
		G61	03-33-405-017-1115

**Commonly known as:  
1200 West Northwest Highway, Mount Prospect, IL 60056**

Property of Cook County Clerk's Office

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304	1.77	G-42	0.09
305	1.90	G-43	0.09
306	1.80	G-44	0.09
307	1.75	G-45	0.09
308	1.75	G-46	0.09
309	1.75	G-47	0.09
310	1.75	G-48	0.09
311	1.75	G-49	0.09
312	1.92	G-50	0.09
313	1.77	G-51	0.09
314	1.77	G-52	0.09
315	1.93	G-53	0.09
316	1.83	G-54	0.09
317	1.77	G-55	0.09
318	1.77	G-56	0.09
		G-57	0.09
		G-58	0.09
		G-59	0.09
		G-60	0.09
		G-61	0.09

Property of Cook County Clerk's Office

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## EXHIBIT D

### AFFIDAVIT AS TO MORTGAGEE NOTIFICATION

I, Charolotte O'Donnell, do hereby certify that I am the Secretary for the Meadows Condominium Association.

I further certify that the attached Amended and Restated Declaration for the Meadows Condominium Association was mailed to all mortgagees having bona fide liens of records no less than ten (10) days prior to the date of this affidavit.

Charolotte O'Donnell  
Secretary

Subscribed and Sworn to before me this  
9<sup>th</sup> day of November, 2015.

Ilona Hortow  
Notary Public

My commission expires: 05/12/2018



Cook County (Me)



# UNOFFICIAL COPY

## EXHIBIT C

### CERTIFICATION AS TO OWNER APPROVAL

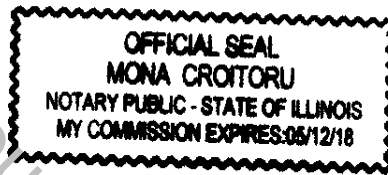
I, Charlotte O'Donnell, do hereby certify that I am the duly elected and qualified secretary for the Meadows Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amended and Restated Declaration for the Meadows Condominium Association was duly approved by no less than 3/4th of the owners, pursuant to Section 5(b) of the Original Declaration.

Charlotte O'Donnell  
Secretary

Dated at Cook County, Illinois this  
9<sup>th</sup> day of November, 2015.

Mona Croitoru



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(continued on following page)

03-33-405-017-1067	G13	03-33-405-017-1013	113
03-33-405-017-1068	G14	03-33-405-017-1014	114
03-33-405-017-1069	G15	03-33-405-017-1015	115
03-33-405-017-1070	G16	03-33-405-017-1016	116
03-33-405-017-1071	G17	03-33-405-017-1017	117
03-33-405-017-1072	G18	03-33-405-017-1018	118
03-33-405-017-1073	G19	03-33-405-017-1019	201
03-33-405-017-1074	G20	03-33-405-017-1020	202
03-33-405-017-1075	G21	03-33-405-017-1021	203
03-33-405-017-1076	G22	03-33-405-017-1022	204
03-33-405-017-1077	G23	03-33-405-017-1023	205
03-33-405-017-1078	G24	03-33-405-017-1024	206
03-33-405-017-1079	G25	03-33-405-017-1025	207
03-33-405-017-1080	G26	03-33-405-017-1026	208
03-33-405-017-1081	G27	03-33-405-017-1027	209
03-33-405-017-1082	G28	03-33-405-017-1028	210
03-33-405-017-1083	G29	03-33-405-017-1029	211
03-33-405-017-1084	G30	03-33-405-017-1030	212
03-33-405-017-1085	G31	03-33-405-017-1031	213
03-33-405-017-1086	G32	03-33-405-017-1032	214
03-33-405-017-1087	G33	03-33-405-017-1033	215
03-33-405-017-1088	G34	03-33-405-017-1034	216
03-33-405-017-1089	G35	03-33-405-017-1035	217
03-33-405-017-1090	G36	03-33-405-017-1036	218
03-33-405-017-1091	G37	03-33-405-017-1037	301
03-33-405-017-1092	G38	03-33-405-017-1038	302
03-33-405-017-1093	G39	03-33-405-017-1039	303
03-33-405-017-1094	G40	03-33-405-017-1040	304
03-33-405-017-1095	G41	03-33-405-017-1041	305
03-33-405-017-1096	G42	03-33-405-017-1042	306
03-33-405-017-1097	G43	03-33-405-017-1043	307
03-33-405-017-1098	G44	03-33-405-017-1044	308
03-33-405-017-1099	G45	03-33-405-017-1045	309
03-33-405-017-1100	G46	03-33-405-017-1046	310
03-33-405-017-1101	G47	03-33-405-017-1047	311
03-33-405-017-1102	G48	03-33-405-017-1048	312
03-33-405-017-1103	G49	03-33-405-017-1049	313
03-33-405-017-1104	G50	03-33-405-017-1050	314
03-33-405-017-1105	G51	03-33-405-017-1051	315
03-33-405-017-1106	G52	03-33-405-017-1052	316

MEADOWS CONDOMINIUM ASSOCIATION BALLOT

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The Board plans to count ballots on Oct 22. Owners can submit their ballots in one of 3 ways:

- 1) Put in suggestion box in lobby by **8pm, Oct 22**
- 2) Fax to Gayle Simon before **4:00pm Oct 22** ( to allow time for Gayle to inform Board of votes)  
Fax: 630-627-0033)
- 3) Mail to Gayle Simon by **Oct 17** ( to allow time for ballot to reach Gayle by Oct 22)  
Gayle Simon, Hillcrest Property Management, 55 West 22nd Street, Suite 310, Lombard, IL 60148)

PLEASE CAST A VOTE FOR EACH OF THE 3 CHANGES BELOW.

Please see enclosed document for more details

Regarding the proposed Amendment to the Declaration for the Meadows Condominium Association, **regarding leasing**, as contained in Article IX, Section 12 of the new Declaration:

I AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.

\*\*\*\*\*

Regarding the proposed Amendment to the Declaration for the Meadows Condominium Association, **regarding pets**, as contained in Article XII, Section 8 of the new Declaration:

I AGREE THE AMENDMENT REGARDING PETS SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT REGARDING PETS SHOULD BE PASSED.

\*\*\*\*\*

Regarding the proposed Amendment to the Declaration for the Meadows Condominium Association, **regarding the elimination of cumulative voting**, as contained in Article XIV, Section 1(b) of the new Declaration:

I AGREE THE AMENDMENT REGARDING CUMULATIVE VOTING SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT REGARDING CUMULATIVE VOTING SHOULD BE PASSED.

\*\*\*\*\*

OWNER:

Charlotte O'Donnell (signature) Date: Oct 5, 2015

Charlotte O'Donnell (print name)

Property Address: #104 / 1200 W NW Hwy Mount Prospect, IL

MEADOWS CONDOMINIUM ASSOCIATION BALLOT  
**UNOFFICIAL COPY**

The Board plans to count ballots on Oct 22. Owners can submit their ballots in one of 3 ways:

- 1) Put in suggestion box in lobby by **8pm, Oct 22**
- 2) Fax to Gayle Simon before **4:00pm Oct 22** ( to allow time for Gayle to inform Board of votes)  
Fax: 630-627-0033)
- 3) Mail to Gayle Simon by **Oct 17** ( to allow time for ballot to reach Gayle by Oct 22)  
Gayle Simon, Hillcrest Property Management, 55 West 22nd Street, Suite 310, Lombard, IL 60148)

PLEASE CAST A VOTE FOR EACH OF THE 3 CHANGES BELOW.  
Please see enclosed document for more details

Regarding the proposed Amendment to the Declaration for the Meadows Condominium Association, regarding leasing, as contained in Article IX, Section 12 of the new Declaration:

- I AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.  
\*\*\*\*\*

Regarding the proposed Amendment to the Declaration for the Meadows Condominium Association, regarding pets, as contained in Article XII, Section 8 of the new Declaration:

- I AGREE THE AMENDMENT REGARDING PETS SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDMENT REGARDING PETS SHOULD BE PASSED.  
\*\*\*\*\*

Regarding the proposed Amendment to the Declaration for the Meadows Condominium Association, regarding the elimination of cumulative voting, as contained in Article XIV, Section 1(b) of the new Declaration:

- I AGREE THE AMENDMENT REGARDING CUMULATIVE VOTING SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDMENT REGARDING CUMULATIVE VOTING SHOULD BE PASSED.  
\*\*\*\*\*

OWNER:

Anita C Grosso (signature) Date: 10-19-2015, 2015  
ANITA C GROSSO (print name)

Property Address: 1200 W N.W. Hwy # 103 Mount Prospect, IL

MEADOWS CONDOMINIUM ASSOCIATION BALLOT

UNOFFICIAL COPY

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- 1) Put in suggestion box in lobby by **8pm, Oct 22**
- 2) Fax to Gayle Simon before **4:00pm Oct 22** ( to allow time for Gayle to inform Board of votes)  
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Gayle Simon, Hillcrest Property Management, 55 West 22nd Street, Suite 310, Lombard, IL 60148)

PLEASE CAST A VOTE FOR EACH OF THE 3 CHANGES BELOW.

Please see enclosed document for more details

Regarding the proposed Amendment to the Declaration for the Meadows Condominium Association, **regarding leasing**, as contained in Article IX, Section 12 of the new Declaration:

I AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.  
\*\*\*\*\*

Regarding the proposed Amendment to the Declaration for the Meadows Condominium Association, **regarding pets**, as contained in Article XIII, Section 8 of the new Declaration:

I AGREE THE AMENDMENT REGARDING PETS SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT REGARDING PETS SHOULD BE PASSED.  
\*\*\*\*\*

Regarding the proposed Amendment to the Declaration for the Meadows Condominium Association, **regarding the elimination of cumulative voting**, as contained in Article XIV, Section 1(b) of the new Declaration:

I AGREE THE AMENDMENT REGARDING CUMULATIVE VOTING SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT REGARDING CUMULATIVE VOTING SHOULD BE PASSED.  
\*\*\*\*\*

OWNER:

Christina M. Jensen (signature) Date: Oct 18, 2015

Christina M. Jensen (print name)

Property Address: 1700 W. Mt. Prospect Ave Apt 105 Mount Prospect, IL