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**AMENDED AND RESTATED DECLARATION  
OF  
CONDOMINIUM OWNERSHIP AND EASEMENTS, RESTRICTIONS,  
COVENANTS AND BY-LAWS FOR  
THE 551 WEST ROSCOE CONDOMINIUM ASSOCIATION**

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

**ERICKSON LAW OFFICE, LTD.**  
716 Lee Street  
Des Plaines, IL 60016 – 847.390.0100

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## AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE 551 WEST ROSCOE CONDOMINIUM ASSOCIATION

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## AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE 551 WEST ROSCOE CONDOMINIUM ASSOCIATION

WHEREAS, the Association and its Owners are the legal title holders of the real estate as described in Exhibit A attached (herein referred to as the "Property").

WHEREAS, the above-described Property of real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto have been submitted to the provisions of the Condominium Property Act of the State of Illinois by the recording of the Declaration of Condominium Ownership for The 551 West Roscoe Condominium Association., recorded with the Cook County Recorder of Deeds as Document Number 24711450 ("Original Declaration"); and

WHEREAS, there has been established for the mutual benefit of all future owners or occupants of the Property or any part thereof, and all future owners, occupants, mortgagees, and any other persons hereinafter acquiring any interest in the Property shall hold said interest subject to certain rights, easements and privileges in, over and upon said premises and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspects of residence on the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

WHEREAS, no less than two-thirds (2/3) of the Board has approved this Amended and Restated Declaration at a meeting held on February 23, 2016. Further, a copy of this Amended and Restated Declaration has been mailed by certified mail to all lienholders of record.

WHEREAS, in accordance with Article XII, §8 of the Original Declaration, no less than two-thirds (2/3) of the Owners have approved the discretionary changes contained in this Amended and Restated Declaration.

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

### ARTICLE 1 Definitions

As used herein, unless the context otherwise requires:

1.01 "Act" means the Condominium Property Act of the State of Illinois as amended from time to time.

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1.02 "Association" means The 551 West Roscoe Condominium Association, an Illinois not-for-profit corporation,

1.03 "Board" or "Board of Directors" means the Board of directors of the Association, which shall be the Board of managers provided for in the Act and shall be vested with the authority and responsibility to administer the Property.

1.04 "Building" or "Buildings" mean all structures located on the Property (as hereinafter defined) attached or unattached containing one or more Units (as hereinafter defined) and as shown on the Plat of Survey attached to the original Declaration as Exhibit A, incorporated herein by reference only.

1.05 "By-Laws" means the provisions for the administration of the Property as may be amended from time to time and are attached hereto as Exhibit B.

1.06 "Common Elements" means all of the Property other than the Units as more specifically described in Article 3 hereof.

1.07 "Common Expense" means the proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board, including, but not limited to the expenses of maintenance, repair, administration, operation, alteration, addition, improvement and replacement of the Common Elements.

1.08 "Declaration" means this Amended and Restated Declaration of Condominium Ownership and Easements, Restrictions, Covenants and By-Laws (including all exhibits hereto) by which the Property is submitted to the provisions of the Act and as may be amended from time to time.

1.09 "Dwelling Unit" or "Dwelling Units" means Units C, 1, 2, and 3 as designated on Exhibit A.

1.10 "Limited Common Elements" means a portion of the Common Elements so designated in this Declaration and more specifically described in Section 4.09 hereof.

1.11 "Majority" or "Majority of the Unit Owners" means those owners of a Unit (as hereinafter defined, without regard to their numbers, who own more than fifty percent (50%) of the undivided percentage interest in the Common Elements. Any specific percentage of Unit Owners means that percentage of Unit Owners who in the aggregate own such specified percentage interest of the entire undivided interest in the Common Elements.

1.12 "Occupant" means a Person or Persons (as hereinafter defined) in possession of a Unit, regardless of whether said Person is a Unit Owner (as hereinafter defined).

1.13 "Parcel" means that parcel or tract of real estate, described in Exhibit A hereto and submitted to the provisions of the Act.

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1.14 "Storage Areas". The storage areas in the Building outside of the respective Units, shall be part of the Common Elements, and the exclusive use and possession of such area shall be allocated among the respective Owners in such a manner and subject to such rules and regulations as the Board of Managers may prescribe. Each Owner shall be responsible for his personal property in the storage area. The Board of Managers and the Association hereinafter described, shall not be considered the bailee of such personal property and shall not be responsible for any loss or damage thereto whether or not due to the negligence of the Board of Managers or the Association.

1.15 "Person" means an individual, corporation, partnership, trustee, Limited Liability Company or other legal entity capable of holding title to real property.

1.16 "Plat" means the Plat of Survey of the Parcel and of all Units and Common Elements in the Property submitted to the provisions of the Act, said Plat being attached to the Original Declaration.

1.17 "Property" means all of the land, property and space described on Exhibit A; all improvements and structures erected, constructed or contained thereon; an easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment now and hereafter intended for the mutual use, benefit or enjoyment of the Unit Owners.

1.18 "Record," "Recording" or "Recorded" refers to placing a document or documents of record in the office of the Recorder of Deeds of Cook County, Illinois.

1.19 "Recreational Facilities" means a portion of the Common Elements, if any, available to and designed for the recreational use, benefit and enjoyment of the Unit Owners and Occupants, subject to the provisions of this Declaration and to such rules and regulations as the Board may adopt from time to time.

1.20 "Unit" means a portion of the Property so specified as a Unit on Exhibit A hereto and as set forth on the Plat. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes as shown on the Plat provided, however, that no structural components of the Building or portions thereof located in such Unit or any part of the walls, windows, floor and ceiling constituting the perimeter boundaries of such Unit and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within such Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed to be a part of such Unit.

1.21 "Unit Owner" or "Owner(s)" means the Person or Persons whose states or interests, individually or collectively, aggregate fee-simple ownership of a Unit and of the undivided interest in the Common Elements appurtenant thereto.

1.22 "Unit Ownership" means a part of the Property consisting of one Unit and its undivided percentage interest in the Common Elements appurtenant thereto.

1.23 "User Charges" means those charges other than Common Expenses assessed

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against one or more Unit Owner.

1.24 "Voting Member" means a Person entitled to vote at any meeting of the Unit Owners in accordance with the provisions of the Act, this Declaration and the General Not For Profit Corporation Act of the State of Illinois, as amended.

## ARTICLE 2

### Units

2.1 Description and Ownership. All Units in the Building located on the Parcel are delineated on the survey attached to the original declaration as Exhibit "A" and made a part of this Declaration, legally described as follows:

Units 1, 2, and 3, as delineated on survey of that port of The East ½ of Lot 6 and all of Lot 7 in Schloesser's Lake Shore Subdivision of Lot 23 in Pine Grove, a Subdivision of Fractional Section 21, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by American National Bank and Trust Company of Chicago, as Trustee under Trust No. 42539, recorded in Office of the Recorder of Deeds, Cook County, Illinois, as Document No. 24711450.

It is understood that each unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof on the original plat of survey. The legal description of each Unit shall consist of the identifying number or symbol of each Unit as shown on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes. An Owner or Owners may, at their own expense, subdivide or combine Units and locate or relocate Common Elements affected or required thereby, in accordance with the requirements of the Condominium Property Act.

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

## ARTICLE 3

### Common Elements

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

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3.2 Ownership of Common Elements. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all other Owners of the Property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of each Unit for housing purposes, and such other purposes permitted by this Declaration, which right shall be appurtenant to and run with each Unit. The extent or amount of such ownership shall be expressed by a percentage amount and, once determined, shall remain constant, and may not be changed without unanimous approval of all Owners except as otherwise provided by the Condominium Property Act. Declarant has determined each Unit's corresponding percentage of ownership in the Common Elements as set forth in Exhibit "A" attached hereto, and each Owner accepts such determination.

## ARTICLE 4

### General Provisions as to Units and Common Elements

4.01 *Submission of Property to the Condominium Property Act.* By execution and recording of the original Declaration and this Amended and Restated Declaration of Condominium Ownership and Easements, the Property was and is hereby submitted to the provisions of the Act. Henceforth the Property shall be known as the "The 551 West Roscoe Condominium Association."

4.02 *Plat.* The Plat sets forth the measurements, elevations, locations and other data required by the Act with respect to (a) the Parcel and its exterior boundaries; (b) the Building and each floor thereof; and (c) each Unit of the Building and its horizontal and vertical planes set forth in the Plat, which are sometimes in this Declaration referred to as Unit Boundaries. Each deed, mortgage or other instrument with respect to a unit, and the acceptance thereof, shall be deemed a grant of such power to the said attorney-in-fact and an acknowledgment of and consent to such power, and shall be deemed to reserve to said attorney-in-fact the power to amend the Plat, as described above.

4.03 *Legal Description.* The legal description of each Unit shall consist of the identifying number and/or letter of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number and/or letter as shown on Exhibit A, and every such description shall be deemed good and sufficient for all purposes.

4.04 *Structures Not Constituting Part of Unit.* Except as a tenant in common with all other Owners, no Owner shall own any pipes, wires, conduits, public utility lines or structural components running through their Unit and serving more than their Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

4.05 *Subdivision or Combination of Units.* Except as provided by the Act or elsewhere in this Declaration, no Owner shall, by deed, plat, court order or otherwise, subdivide or in any other manner cause their Unit to be separated into any tracts or parcels separate from the whole Unit as shown on the Plat, Units may be combined only as provided by the Act or this Declaration.

4.06 *Separate Mortgages.* Each Unit Owner shall have the right, subject to the provisions of this Declaration, to make separate mortgages for their respective Unit together with

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their respective percentage interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or other lien on or affecting the Property or any part thereof except their respective Unit and percentage interest in the Common Elements.

4.07 *Separate Real Estate Taxes.* Real estate taxes, special assessments, and any other special taxes or charges levied by the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, are to be separately taxed to each Unit Owner for their Unit and their corresponding percentage interest 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 rather on the Property as a whole, then each Unit Owner shall pay their proportionate share thereof in accordance with their respective percentage interest in the Common Elements and the Association may assess and collect said share from all Owners to pay said taxes.

4.08 *Use of the Common Elements.*

a. General. Subject to the provisions of this Declaration, each Unit Owner shall have the nonexclusive right to use the Common Elements (except the Limited Common Elements appertaining to, designed or reserved for the use of, or serving any Unit and portions of the Property subject to leases, easements or licenses made by or assigned to the Board) in common with the 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 incidental uses permitted by this Declaration. Such rights to use and possess the Common Elements, including the Limited Common Elements, if any, shall be subject to and governed by the provisions of the Act and this Declaration. In addition, the Board shall have the authority to lease, grant licenses or concessions, or grant easements with respect to parts of the Common Elements (other than the Limited Common Elements appertaining to, designed or reserved for the use of; or serving any Unit), subject to the provisions of the Act and this Declaration. All income derived by the Association from leases, licenses, 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. Use of Recreational Facilities. Any Recreational Facilities are part of the Common Elements and may be used by the Unit Owners and Occupants subject to rules adopted by the Board.

c. Guest Privileges. The aforescribed rights shall extend to the Unit Owner and Occupants, members of the immediate family, guests, visitors, agents, servants, invitees, customers and licensees of the Unit Owner and are subject to rules and regulations adopted or prescribed by the Board.

4.09 *Description of Limited Common Elements.* The Limited Common Elements are such parts of the Common Elements serving exclusively a single Unit, adjoining Units or all Units within any Building as hereinafter provided for in this Section 4.08, as an inseparable appurtenance thereto, and designated as such in this Declaration (including the Plat), or which, by the nature or

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location thereof, or by the terms of this Declaration, are clearly intended to be reserved for the use of one or more Units to the exclusion of other Units. The Limited Common Elements appertaining to, or designated or reserved for or for the use of, or serving any Unit (alone or in conjunction with other Units) are hereinafter from time to time referred to as the Limited Common Elements of such Unit. The Limited Common Elements appertaining to, designated or reserved for the use of or serving any Unit shall include, but shall not be limited to, the following: (a) the interior surfaces of the perimeter walls, ceilings and floors that define the boundary planes of a Unit; (b) perimeter doors that serve a single Unit exclusively; (c) any system or component part thereof (including, without limitation, furnaces, fittings, housings, ducts, flues, shafts, electrical wiring and conduits) that serves a Unit exclusively, to the extent that such system or component part is located outside the boundaries of a Unit, (d) any individually assigned parking spaces (garage or exterior), and (e) as described in Section 4.20 hereinafter.

If Limited Common Elements have been allocated for the restricted use of particular Units, then the Owners of such Units shall be responsible and pay for all of the maintenance, repair and replacements of the Limited Common Elements benefiting their Units, in whole or in part, to the extent determined by the Board at the discretion thereof.

4.10 *Use of Limited Common Elements.* Each Unit Owner and Occupant shall have the right to (a) the exclusive use and possession of the Limited Common Elements serving exclusively the Unit of such Unit Owner or Occupant, which right shall be appurtenant to and shall run with title to such Unit, and shall not be separated from such Unit, except as may be provided herein, and (b) the use and possession of the Limited Common Elements serving the Unit or such Unit Owner or Occupant in common with one or more (but not all) other Units, which use and possession shall be to the exclusion of all other Persons except the Unit Owner or Occupant of any such other Unit to which such Limited Common Elements shall respectively appertain.

4.11 *Parking.* The parking areas in the Building shall be part of the Common Elements.

a. At the time the sale of each Unit is closed, the Board of Directors shall designate and assign to each Owner a specific parking space or spaces as assigned by the Board through its Rules and Regulations, which shall become part of the Limited Common Elements serving said Unit. The exclusive right to use the specific parking space or spaces assigned to an Owner shall be appurtenant to and may not be separated from the ownership of the Owner's Unit. One vehicle may be parked in each assigned parking space.

b. An Owner is permitted to rent the right to use an assigned parking space to another Owner or Non-Owner resident on a month-to-month basis. An Owner may not rent to a non-resident. Nor may an authorized renter "sub-lease" his or her parking space. Except as specifically set forth in this paragraph, Owners may not assign, transfer, sell, lease or otherwise convey the right to use a parking space.

c. The Board of Directors may enact such rules and regulations pertaining to parking as it deems appropriate, including the imposition of fines for violations hereof.

d. In any action brought on behalf of The 551 West Roscoe Condominium

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Association and/or the Board of Managers to enforce any of the foregoing provisions, the Owner shall be liable for payment of all costs and attorneys' fees at the time they are incurred by the Association or Board. All unpaid charges as a result of any of the foregoing shall be deemed to be a lien against the subject Unit, and shall be collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

4.12 *Storage Areas.* Each Unit Owner shall be responsible for his or her personal property located in any storage areas of the Common Elements, if any, which shall be part of the Limited Common Elements serving said Unit. The exclusive use and possession of any storage lockers in such areas shall be assigned initially to the respective Unit Owners by the Declarant and thereafter in such manner and subject to such rules and regulations as the Declarant or the Board may prescribe.

4.13 *Board's Right of Entry.* The Board or its agents, upon reasonable notice or, in the case of an emergency, without notice, shall have the right to enter any Unit or Limited Common element when necessary in connection with any maintenance, repairs or construction, or for the purpose of enforcing or confirming compliance with Association Declarations, Rules and Regulations, for which the Board is responsible or permitted to do. Such entry shall be made with as little inconvenience to the Unit Owners as practicable, and any damage caused thereby shall be repaired by the Board, provided, however, that the Board shall not be responsible for replacement of wall coverings affected by such maintenance, repairs or construction.

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

4.15 *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 Common Elements, the use thereof by the individual Unit Owners shall be subject to rules and regulations adopted or prescribed by the Board.

4.16 *Easements Due to Encroachments.* In the event that by reason of the construction, settlement or shifting of the Building any part of the Common Elements encroaches or shall thereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall thereafter encroach upon any part of the Common Elements or any other Unit, or by reason of the design or construction of utility and ventilation systems, any pipes, ducts or conduits serving more than one Unit encroach or shall thereafter encroach upon, any part of any Unit, then valid easements for the maintenance of such encroachment and for use of the Common Elements are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Building shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Unit Owners or if it occurred due to the willful conduct of any Unit Owner.

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4.17 *Easements for Utilities and Commercial Entertainment.* All suppliers of utilities serving the Property and any entity providing cable television or other commercial entertainment or computer or other electronic communication access to any Unit Owner or to 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 such utility and communication services, together with the reasonable right of ingress to and egress from the Property for said purpose; and the Board or Association may hereafter grant other or additional easements for utility purposes and for other purposes including such easements as the Board may from time to time request including, but not limited to, such easements as may be required to construct, keep and maintain improvements upon the Common Elements, for the benefit of the Property, over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the Board or Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing (provided that with respect to all easements granted hereby or pursuant hereto, no Unit Owner shall be deprived of or subjected to material interference with the use of their Unit or any Limited Common Element serving their Unit, other than reasonably and temporarily). Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wire, ducts, conduits, public utility lines, commercial entertainment lines, components of the communications systems, if any, or structural components that may run through the walls of a Unit and constitute or will constitute Common Elements, whether or not such walls lie in whole or in part within the Unit boundaries.

The Board may hereafter grant other or additional easements for utility or commercial entertainment purposes for the benefit of the Property or any part thereof over, under, along and on any portion of said Common Elements, and each Unit Owner and each mortgagee of a Unit hereby grants the Board an irrevocable power of attorney coupled with an interest to execute, acknowledge and record in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing.

4.18 *Easements Run with Land.* All easements and rights described herein are easements appurtenant, running with the land, and, so long as the Property is subject to the provisions of this Declaration, shall remain in full force and effect and inure to the benefit of and be binding on any Unit Owner, purchaser, mortgagee or other person having an interest in the Property, on any part or portion thereof without any need for further reference thereto any deed, mortgage or other evidence of obligation.

4.19 *Easement in Favor of Association.* A blanket easement over the Property is hereby granted in favor of the Association for the purpose of exercising its rights and performing its duties under this Declaration. The authorized representatives of the association or the Board or of the manager or managing agent of the Building shall be entitled to reasonable access to, over and through the individual Units as may be required in connection with the operation, 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, or for the purpose of enforcing or confirming compliance with Association Declarations, Rules and Regulations.

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4.20 *Upper Stairway Landing.* As consistent with the written agreement dated March 23, 2004 (attached hereto as Exhibit C), the upper stairway landing and half of the stairway from the second to the third floor is hereby designated and assigned as a limited common element of Unit 3.

## ARTICLE 5

### Maintenance, Repairs and Replacements of Units

5.01 *Maintenance, Repairs and Replacements by the Association.* The Association, at its expense, shall be responsible for the maintenance, repair, and replacement of those portions, if any, of each Unit which contribute to the support of the Building, excluding, however, interior doors and interior surfaces of walls, ceilings and floors. In addition, the Association shall maintain, repair, and replace all pipes, wires, conduits, ducts, flues, shafts, and other facilities necessary to furnish utility services that may be located within the Unit boundaries and forming part of any system servicing more than one Unit, as specified in Section 4.03 hereof, exclusive of any portions of the foregoing that may be located at or beyond the wall outlets, or that may be the responsibility of an individual Unit Owner under Section 5.02 hereof, or any other provision of this Declaration. Maintenance, repairs, and replacements of the Common Elements shall be furnished by the Association acting by and through the Board as part of the Common Expenses.

5.02 *Maintenance, Repairs and Replacements by the Unit Owner.* Except as otherwise provided in Section 5.01 hereof or in Section 5.03 hereof, each Unit Owner shall furnish and be responsible for, at their own expense, the following:

a. All of the maintenance, repairs and replacements within the Unit Owner's Unit, all interior doors, and all internal installations of such Unit such as refrigerators, ranges, and other kitchen appliances, heating and air conditioning systems (serving exclusively a single Unit), electrical and plumbing fixtures, and any portion of any other utility service facilities located within the Unit: provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water to the Units shall be furnished by the Board as part of the Common Expenses.

b. Decorating within Units (initially and thereafter from time to time), including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps, other furnishings and interior decorating is the responsibility of each Unit Owner. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the common walls and the interior surfaces of the vertical perimeter walls, floors and ceilings of their Unit and shall maintain such interior surfaces of the common walls and the interior surfaces of the vertical perimeter walls, floors and ceilings of their Unit in good condition at such Owner's sole expense. 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 remove any non-conforming work, at the expense of the offending Unit Owner. The interior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of such Unit's respective Unit Owner. The use of and the covering of the interior surfaces of such

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windows, whether by draperies, shades, or other items visible on the exterior of the Building, shall be subject to reasonable rules and regulations adopted or prescribed by the Board.

c. Repairs, maintenance and replacement of door and window hardware and interior surface of perimeter walls and doors intended for the exclusive use of a Unit Owner shall be the responsibility of that Unit Owner. At its discretion, 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 the Unit Owner benefitted thereby. Further, at its discretion, the Board may direct such Unit Owner, in the name and for the account of such Unit Owners, to arrange for such maintenance, repairs, and replacements, to pay the cost thereof and to procure and deliver to the Board such lien waivers and contractor's or subcontractor's sworn statements as may be required to protect the property from all mechanics' or materialmen's lien claims that may arise therefrom.

5.03 *Insurance Coverage.* In the event that any repair or replacement to the Common Elements is made necessary by reason of any act or occurrence for which insurance is maintained by the Board and for which insurance proceeds are available, the Association, at its expense, shall be responsible for the repair or replacement of such Common Elements.

5.04 *Nature of Obligation.* 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 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 maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the Building, nor because they may become entitled to proceeds under policies of insurance. In addition, and notwithstanding anything hereinabove to the contrary, no Unit Owner shall have a claim against the Board or Association for any work 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.

5.05 *Negligence of Unit Owner.* If, due to the willful misconduct or negligent act or omission of a Unit Owner, Occupant or of a member of such Unit Owner's or Occupant's family, household pet, guest or other authorized visitor, damage shall be caused to the Common Elements or to a Unit owned by others, or maintenance, repairs or replacements shall be required that would otherwise be a Common Expense, such Unit Owner shall be responsible for the cost to repair such damage and/or maintenance, repairs and replacements as may be determined by the Board.

5.06 *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 Owner shall be in all respects reasonable as it affects the other Unit Owners.

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## 5.07 *Additions, Alterations or Improvements.*

a. The Board may authorize and charge as a Common Expense or as a User Charge, as appropriate, the cost of additions, alterations and improvements to the Common Elements. The cost of any such work to the Common Elements may be paid out of a special assessment.

b. Except as may otherwise be provided in this Declaration, no additions, alterations or improvements shall be made by a Unit Owner to any part of the Common Elements and no additions, alterations or improvements shall be made by a Unit Owner to their 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 a Unit Owner upon the Unit Owner's agreement either (a) 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 (b) 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 a Unit Owner without the prior written consent of the Board, then the Board may in its discretion, take any of the following actions:

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

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

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

5.08 *Street and Utilities Dedication.* At a meeting called for such purpose, two-thirds (2/3) or more of the Unit Owners may elect to dedicate a portion of the Common Elements to a public body for use as, or in connection with, a street or utility.

## ARTICLE 6

### Assessments – Maintenance Fund

(a) Each year on or before November 15th, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15<sup>th</sup> notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said “estimated cash requirement” shall be

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assessed to the Owners as follows:

- Unit 1 – 30%
- Unit 2 – 30%
- Unit 3 – 30%
- Unit G – 10%

On or before January 1<sup>st</sup> of the ensuing year, and the 1<sup>st</sup> of each and every month of said year, each Owner jointly and severally shall be obligated to pay to the Board or as it may direct, one-twelfth of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. When directed by the Board, any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited to each Owner according to the percentages set forth in this Section (a) and any net shortage shall be added, according to the percentages set forth in this Section (a), to future assessments as determined by the Board.

(b) The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said “estimated cash requirement” proves inadequate for any reason, the Board may at any time levy a further assessment, which shall be assessed to the Owners according to the percentages set forth in Article 6 Section (a) above. The Board shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become payable with the monthly maintenance payments which is due more than ten days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount.

(c) {Intentionally left blank}

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

(e) The Board shall keep books of account of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Upon ten days’ notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

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

(g) If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorney's fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the Condominium Property Act; provided, however, that encumbrances owned or held by any bank, insurance company or savings and loan association shall be subject as to priority, after written notice to said encumbrancer of unpaid common expenses, only to the lien of all common expenses on the encumbered Unit Ownership which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest in the Unit Ownership, or has a receiver appointment in a suit to foreclose his 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 generality of the foregoing, if any owner shall fail to pay the proportionate share of the common expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include: (1) the right to enforce the collection of such defaulting 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 attorneys' fees) incurred in the collection thereof; (2) the right, by giving such defaulting 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 Owner's interest in the Property, to maintain for the benefit of all the other Owners an action for possession in the manner prescribed by "an Act in regard to forcible entry and detainer" approved February 16, 1874, as amended, and to execute leases of such defaulting Owner's interest in the Property and apply the rents derived therefrom against such expenses.

## ARTICLE 7

### Covenants and Restrictions as to Use and Occupancy

The Property shall be occupied and used as follows:

(a) Each Dwelling Unit (or two or more adjoining Dwelling Units used together) shall be used for residential purposes only.

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(b) That part of the Common Elements separating any two or more adjoining Units owned by the same Unit Owner or separating a Limited Common Element appurtenant to a Unit from such Unit including, without limitation, walls, floors or ceilings separating said Units and hallways serving only said Units, may be altered, removed or made part of said Units to afford ingress and egress to and from such adjoining or appurtenant Units; provided, however, that (1) such alteration or removal shall not impair or weaken the structural integrity of any Unit or any portion of the common Elements and such shall be certified by a licensed structural engineer; (2) the Unit Owner shall furnish to the Board not less than thirty (30) days prior to the date the Unit Owner desires to commence such work plans and specifications detailing the work to be done; (3) the Board consents to the performance of such work and grants permission to the Unit Owners to use such Common Elements as Limited Common Elements; (4) the expense of such alterations including, but not limited to engineering expenses, shall be paid in full by the Unit Owner making such alterations; and (5) Unit Owner shall pay in full the expense of restoring such Common Elements to their former condition prior to such alterations in the event such Units cease to be used together.

(c) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements (except in areas designed for such purpose, and except in areas which are Limited Common Elements serving exclusively the Unit of the Unit Owner obstructing same and in areas made a part of a Unit) without the prior consent of the Board or except as hereinafter expressly provided. The foregoing shall not apply to the Declarant. Each Unit Owner shall be obligated to maintain and keep their own Unit in good order and repair.

(d) Nothing shall be done or kept in any Unit or in the Common Elements serving the Units which will unreasonably increase the rate of insurance on the building or contents thereof without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in their 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.

(e) No animals of any kind shall be raised, bred or kept in any Unit or the Common Elements, except that dogs, cats, or other household pets may be kept in Units, provided they are not kept or bred for any commercial purpose, are not allowed to run loose on the property, are kept in strict accordance with such other rules and regulations relating to household pets as may from time to time be adopted or approved by the Board, and do not, in the judgment of the Board, constitute a nuisance to others. Any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three days' written notice from the Board. Each Unit Owner and each Occupant shall be responsible for picking up after any animal kept in such Unit Owner's respective Unit, including without limitation, removing any waste deposited by such animal anywhere on the Common Elements or anywhere on the Property.

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

(g) In order to enhance the sound-conditioning of the Building, the floor covering for

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all occupied Units shall meet the minimum standards as may be specified by rules and regulations of the Board.

(h) No noxious, unlawful or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, that may be or become an annoyance or nuisance to the other Unit Owners or Occupants or that shall in the judgment of the Board cause unreasonable noise or disturbance to others.

(i) Nothing shall be done in any Unit or, in, on or to the Common Elements that will impair the structural integrity of the building or that would structurally change the Building except as is otherwise provided herein. No Unit Owner or Occupant shall overload the electric wiring in the Building, or operate 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 hearing or plumbing system, without the prior written consent of the Board or the managing agent, acting in accord with the Board's direction. No Unit Owner or Occupant shall overload the floors of any Unit. Any furnishings that may cause floor overloads shall not be placed, kept or used in any Unit except only in accordance with advance written Board approval.

(j) No Unit Owner or Occupant shall, temporarily or permanently, display, hang, store or use any clothing, sheets, blankets, laundry or other articles (including, without limitation, signage) outside their Unit or anywhere that may be visible from the outside of their Unit (other than draperies, curtains or shades of customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of their Unit or install outside their Unit (other than on a Limited Common Element that serves a single unit exclusively) any canopy or awning, or other equipment, fixtures or items of any kind, without the prior written permission of the Board or the managing agent, acting in accordance with the Board's direction.

(k) No 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.

(l) Owners shall not cause or permit anything to be placed on the outside walls, doors and windows of the Building, and no sign, awning, canopy, shutter, air-conditioning unit, radio or television antenna shall be affixed to or placed in, through or upon the exterior walls, doors, windows or roof or any part thereof, without the prior consent of the Board.

(m) *Satellite Dishes/Receivers.* In order to keep the aesthetic appearance of the Association in a good and orderly manner, the Board prohibits Unit owners from installing any satellite dishes, receivers, or similar devices on the Common elements of the property. Satellite dishes may only be installed on portions of property within the owner's exclusive use or control. Any installation of a satellite dish, receiver or similar device by a Unit owner shall be approved and overseen by an Association contractor designated by the Board of Directors through its property manager. The Board reserves the right to provide in its Rules and Regulations for a universal dish network provider to all Owners and Occupants of the Association, the costs of which shall be incorporated into the common expenses.

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(l) Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in any area constituting part of the Common Elements except that such articles may be stored or kept in designated storage areas.

(m) No use of a Unit shall be conducted, maintained or permitted to the extent that such use is in violation of the uses permitted hereunder or under any applicable laws, statutes, codes, regulations or ordinances governing the Property from time to time.

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

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

(o) The Unit restrictions in paragraph (a) of Article 7 shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (1) maintaining a personal professional library; (2) keeping personal, business or professional records or accounts; (3) receiving or making personal business or professional telephone calls and correspondence; (4) maintaining computers or other office equipment; or (5) utilizing secretarial help and having occasional business visitors. Such uses are expressly declared customarily incident to the principal residential character of the Building and not in violation of paragraph (a) of this Article 7. Notwithstanding the foregoing, no Unit Owner shall suffer or permit the regular or consistent entry of customers or clients.

(p) The provisions of the Act, this Declaration and rules and regulations that relate to the use of individual Units and common elements shall be applicable to any person leasing a Unit Ownership and shall be deemed to be incorporated in any lease of a Unit. The Board may proceed directly against a tenant at law or in equity, or under the provisions of Article IX of the Illinois Code of Civil Procedure for any breach by a tenant of any covenants, rules, regulations or by-laws, without excluding any other.

(q) Each Unit Owner shall deposit with the Board duplicate keys for all locks required for entry to their Unit. Should the Board require access to a Unit pursuant to its authority under these Declarations and not be in possession of a duplicate set of keys as required under this subsection, any damage cause due to emergency entry to a Unit shall be that Unit Owner's responsibility.

(r) *Disabilities.* Until determined by federal or state legislation, administrative agency

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or court of law, the Common Elements shall not be subject to the public facility regulations of the Americans with Disabilities Act. In order to conform to the Fair Housing Amendments Act of 1988, any Unit Owner or Resident may make reasonable modification to his Unit or its limited Common Elements, subject to the following:

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

- i. The Board may request copies of plans, specifications, drawings, certifications and other reasonable documentation for its review.
- ii. The Board may establish reasonable guidelines for construction of any addition, improvement or modification.
- iii. All work must be approved by the Board prior to commencing construction.
- iv. The Board may require the Owner or Resident to return the modification(s) to its original condition at Owner's expense upon sale or transfer of Unit Ownership.

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

## ARTICLE 5 Damage, Destruction, Condemnation and Restoration of any Building

8.01 *Sufficient Insurance.* In the event the improvements forming a part of the Property, 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, plus capital reserves, relating to the portion of the Property so damaged or destroyed 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 and, if necessary, such capital reserve shall be applied by the Board or the payee of such insurance proceeds in payment therefor, provided, however, that in the event within one hundred eighty (180) days after said damage or destruction the Unit Owners shall elect either to sell the Property as hereinafter provided in Article 9 hereof or to withdraw all or any portion of the Property from the provisions of this Declaration and the Act as therein provided, then such repair, restoration, or reconstruction shall not be undertaken as to such portion of the Property so withdrawn. 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 whose Units are within the Building so damaged or destroyed according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit A, after first paying from the share of each Unit Owner the amount of any unpaid liens on their Unit, in the order of the priority of such liens. Upon the withdrawal of any Unit the percentage of interest in the Common Elements appurtenant to such

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Unit shall be reallocated among the remaining Units.

## 8.02 *Insufficient insurance.*

(a) If the insurance proceeds and the capital reserve relating to the portion of the Property so damaged or destroyed are insufficient to reconstruct the building so damaged or destroyed and the Unit owners and all other parties in interest do not voluntarily make provision for reconstruction of such Building within one-hundred eighty (180) days from the date of damage or destruction, then the provisions of the Act shall apply.

(b) In the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered uninhabitable, upon the unanimous affirmative vote of the Unit Owners voting at a meeting called for the purpose, the Building or other portion of the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence of the damage or other destruction. At such meeting the Board or its representatives shall present to the members present, an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

(c) In the case of damage or other destruction, upon the unanimous affirmative vote of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, 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. Payment of just compensation or the allocation of any insurance 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 insurance 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. Any proceeds available from the withdrawal of any Limited Common elements will be distributed in accordance with the interest of those entitled to their use. 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.

8.03 *Eminent Domain.* In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portions so taken from the provisions of the Act may be made by the Board. 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 so withdrawn shall be reallocated among the remaining Units on the basis of the percentage of interest in the Common Elements of each remaining Unit. If only a portion of a

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Unit is withdrawn, the percentage of interest in the common elements appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The allocation of any condemnation award 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 in the Common Elements. 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. 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. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the common elements or any part thereof. In the event of the total taking of the property by eminent domain, the condemnation award available in that connection shall be divided by the Association among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit A, after first paying from the share of each Unit Owner the amount of any unpaid liens on their Unit, in the order of the priority of such liens.

8.04 *Repair, Restoration or Reconstruction of the Improvements.* As used in this Article, "repair, restoration or reconstruction" of improvements means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and Common Element having the same vertical and horizontal boundaries as before, unless, if allowed by the Act, other action is approved by holders of first mortgages on Units representing a majority of Unit Owners. Any repair, restoration or reconstruction shall be in accordance with applicable law and this Declaration.

## ARTICLE 9 Sale, Leasing or Other Alienation

9.01 *Sale or Lease.* Subject to restrictions set forth in this Article 9, a Unit Owner may sell, give, devise, lease or otherwise transfer their interest in a Unit. Any Owner who wishes to sell or lease a Unit Ownership (or any lessee of any Unit wishing to assign or sublease such Unit) shall give the Board not less than thirty (30) days' prior written notice of the terms of any contemplated sale or lease, together with the name, address, and financial and character references of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. The members of the Board acting on behalf of the other Owners shall at all times have the first right and option to purchase a Unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If the option is not exercised by the Board within the thirty (30) days, the Owner may, at the expiration of the thirty-day period and at any time within the ninety (90) days after the expiration of such thirty-day period, contract to sell such Unit Ownership to the proposed purchaser named in the notice upon the terms specified therein. If the Owner fails to close the proposed sale within the ninety (90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.

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## 9.02 *Leasing Restrictions.*

(a) In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Unit Owners to reside on the property. Notwithstanding any provisions of the Declaration to the contrary, effective as of the recording date of this Restatement, leasing (defined as the rental, leasing, subleasing or other tenancy arrangement of Units by a Unit Owner, any descendant of a Unit Owner or contract purchaser) of greater than one (1) unit in the Association is prohibited as hereinafter provided. Each unit owner must have occupied his/her unit for at least two (2) years continuously prior to being eligible to lease their unit.

(b) No Unit may be leased or rented for a period less than one (1) year, and no Unit may be leased or rented for a continuous period exceeding one (1) year, unless approved by the Board upon written request of the Unit Owner. No portion of a Unit that is less than the entire Unit shall be leased. Every lease shall be in writing and a copy of every such lease, as and when executed, shall be furnished to the Board. The lessee under every such lease shall be bound by and subject to all of the obligations under the Declaration and By-Laws of the Unit Owner making such lease and the failure of the lessee to comply therewith shall constitute a default under the lease and such default shall be enforceable by the Board or the Association and the lease shall be deemed to expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of said obligations.

(c) All lease or rental agreements regarding a Unit must be in writing and shall be subject to all the terms, conditions and requirements of the Declaration, By-Laws and Rules and Regulations of the Association. The Owner shall provide a copy of the lease or rental agreement to the Board and tenant shall comply and acknowledge receipt of the Rules and Regulations as a prior condition before any lessee occupies the property. The Association is hereby expressly deemed to be a third party beneficiary of any such lease; and any violation of the Declaration, By-Laws or Rules and Regulations shall be deemed a default under such lease entitling the Association to exercise any and all remedies under the lease or available at law or equity, regardless of the Owner's action or inaction in response to such default.

(d) Prior to the sale or transfer of a Unit, all prospective purchasers must be notified by the current owner that the rental or leasing of a Unit is restricted in accordance with this Section 9.02.

(e) Occupancy of a Unit by an immediate family member of a Unit Owner is permitted, and shall not constitute a lease as defined under this Amendment. Immediate family member(s) shall be defined as parents, grandparents, children, and spouse of the Unit Owner.

(f) No one Unit Owner may lease more than one (1) unit at the same time.

(g) In the event of any unauthorized lease of a Unit in violation of this Section, and in addition to the authority to levy fines against the Owner for violation of this Section

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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 of the Illinois Code of Civil Procedure, an action for injunctive and other equitable relief, or an action at law for damages.

(h) Any unit being leased in violation of this Amendment or any Unit 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 to be determined by the Board of Directors upon notice and an opportunity to be heard. 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. In addition, the Unit Owner may, at the Board's discretion, be prohibited from all future leasing of his/her unit.

(i) Any action brought on behalf of the Association and/or the Board of Directors to enforce this Section 9.02 shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(j) All unpaid charges as a result of the foregoing subsections 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.

(k) To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to a Unit Owner to lease his Unit to a specified lessee for a period of not more than one (1) year on such reasonable terms as the Board may establish. Such permission may be granted by the Board only upon written application by the Unit Owner to the Board giving the reasons the Owner wishes to be considered for the hardship. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. The Board has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease. The Board's decision shall be final and binding. Any lease approved by the Board shall be in writing and subject to the Declaration, By-Laws and Rules and Regulations governing the Association. After one (1) year, if the Owner wishes to be considered for an extension of the hardship, the request must be made in writing to the Board. Again, the Board's decision is final on whether to grant the hardship extension.

(l) Each tenant must acknowledge in writing at the time of execution of the lease that they have received copies of the rules and regulations of the Association and a

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copy of the written receipt shall be submitted to the Board of Directors.

(m) The Board of Directors of the Association shall have the right to lease any Association owned Units or any Unit which the Association has possession pursuant to any Court order, and said Units shall not be subject to this Section 9.02.

9.03 *Financing of Purchase by Association.* The Board shall have authority to make such mortgage arrangements and other financing arrangements and to authorize such special assessments proportionately among the respective Unit Owners as the Board may deem desirable in order to close and consummate the purchase or lease of a Unit, or interest therein, by the Association. However, no such financing arrangement may be secured by an encumbrance on any interest in the Property other than the Unit or interest therein to be purchased or leased and the percentage interest in the Common Elements appurtenant thereto.

9.04 *Effect of Non-Compliance.* If any sale, assignment, lease or sublease of a Unit Ownership is attempted or consummated without complying with the provisions of this Article 12, such sale, assignment, lease or sublease shall be subject to the rights and options of the Board, and remedies available to the Board, hereunder or otherwise, including without limitation denial or termination of possession of the Unit.

9.05 *Miscellaneous.*

a. A transfer or lease of a Unit, or interest therein, by or to the Board shall not be subject to the provisions of this Article 9.

b. The Association shall hold title to or lease any Unit pursuant to the terms hereof in the name of the Association, or a nominee thereof delegated by the Board for the sole benefit of all Unit Owners. The Board shall have the authority at any time to sell, lease or sublease said Unit on behalf of the Association upon such terms as the Board shall deem desirable, but in no event shall a Unit be sold for less than the amount paid by the Association to total ownership of the Common Elements first authorize the sale for such lesser amount. All of the net proceeds from such a sale, lease or sublease shall be applied in such manner as the Board shall determine.

c. The Board may adopt rules and regulations from time to time, not inconsistent with the provisions of this Article 9, for the purpose of implementing and effectuating said provisions.

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

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## ARTICLE 10 Remedies

10.01 *Violations.* Upon the occurrence of any one or more of the following events, the Board shall be entitled to the remedies set forth in Section 10.02 of this Declaration:

(a) Failure by a Unit Owner to pay when due any sums required to be paid by such Unit Owner pursuant to the By-Laws or other provisions of this Declaration for thirty (30) days after written notice of such non-payment shall have been given such Unit Owner; provided that such defaulting Unit Owner shall not be entitled to written notice and opportunity to cure such failure if such Unit Owner has been given two or more notices pursuant to this Section 10.01(a) during the twelve months immediately preceding the first day of such failure.

(b) Violation or breach by a Unit Owner (or any Occupant of their Unit) of any provision, covenant or restriction of the Act, Declaration, contractual obligation to the Board or Association undertaken by such Unit Owner, or rules and regulations promulgated by the Board and continuation of such violation or breach for thirty (30) days after written notice thereof shall have been given such Unit Owner; provided that such defaulting Unit Owner shall not be entitled to written notice and opportunity to correct such violation or breach if such Unit Owner has been given two or more notices pursuant to this Section 10.01(b) during the twelve-month period immediately preceding the first day of such violation or breach.

10.02 *Remedies.* Upon the occurrence of any one or more of the events described in Section 10.01, the Board shall have the following rights and remedies:

(a) The Board shall have the right to immediate possession of the defaulting Unit Owner's Unit after service of notice by the Board on such Unit Owner to quit and deliver up possession, which right may be enforced by an action for possession under Article IX of the Illinois Code of Civil Procedure, as amended, or any other appropriate legal process.

(b) For a violation or breach described in Section 10.01(b) hereof, the Board shall have the right: (1) to enter upon that part of the property where such violation or breach exists and summarily abate and remove or do whatever else may be necessary to correct, at the expense of the defaulting Unit Owner, any such violation or breach or the cause of such violation or breach, and the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (2) to enjoin, abate, or remedy by a proceeding at law or in equity the continuance of any such violation or breach.

(c) Upon the occurrence of one of the events described in Section 10.01(a) hereof, including without limitation, failure by a Unit Owner to pay common Expenses or User Charges, the Board shall have a lien on the Unit Owner's Unit in the amount of any sums due from such Unit Owner; provided, however, that such lien shall be subordinate to the lien of a prior recorded purchase money mortgage on the interest of such Unit

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Owner. Except as hereinafter provided, the lien provided for in this Section 10.02(c) shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure, such transfer of title shall, to the extent permitted by law, extinguish the lien described in this Section 10.02(c) for any sums which became due prior to (1) the date of the transfer of title or (2) the date on which the transferee comes into possession of the Unit, whichever occurs first. However, the transferee of a Unit Ownership shall be liable for any sums with respect to which a lien against the Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Unit Owners pursuant to a subsequently adopted annual revised or special assessment, and non-payment thereof by such transferee shall result in a lien against the transferee's Unit Ownership as provided in this Section 10.02(c).

(d) The Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the right of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use, or control their Unit and thereupon an action may be filed by the Board against the defaulting Unit Owner for an order declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit and ordering that all the right, title and interest of said defaulting Unit Owner in the Property shall be sold at a judicial sale, upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring their interest in the Unit Ownership at such judicial sale. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said order. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or other sums due hereunder or any liens, shall be paid to the defaulting Unit Owner. Upon the confirmation of such sale, the purchaser at such sale shall be entitled to a deed to the Unit Ownership and the immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession.

(e) In addition to or in conjunction with the remedies set forth above, the Board or its agents shall have the right to bring an action at law or in equity against the Unit Owner or occupant of the Unit as permitted by law including, without limitation, an action (1) to foreclose a lien against the Unit Ownership, (2) for damages, injunctive relief, or specific performance, (3) for judgment or for the payment of money and the collection thereof, (4) for any combination of the remedies set forth in this Article or (5) for any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in the Act, this Declaration, contractual obligations to the Board or Association undertaken by such Unit Owner, or rules and regulations promulgated by the Board may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to exercise any such rights or remedies to enforce any provisions of this Declaration, or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

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(f) All expenses incurred by the Board in connection with any actions, proceedings or self-help in connection with the exercise of its rights and remedies under this Article, including without limitation, court costs, reasonable attorneys' fees and all other fees and expenses and all damages shall be added to and deemed part of their 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 their additions and improvements thereto and upon all their personal property in their Unit or located elsewhere on the Property.

10.02 *Enforcement by Unit Owners.* Any aggrieved Unit Owner may enforce the provisions of this Declaration, or any rules and regulations promulgated by the Board by an action at law or in equity against the defaulting Unit Owner (or occupant of their Unit) upon a violation or breach described in Section 10.01(b) hereof against any person or persons either to restrain such violation or breach or to recover damages.

## ARTICLE 11 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.

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

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

(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.

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(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 Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected.

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

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

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

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

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

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

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

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

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

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

(k) Each Unit Owner shall be responsible for (i) physical damage insurance on the personal property in their Unit and elsewhere on the Property, and any additions, alterations and improvements to their Unit (whether installed by such Unit Owner or any prior Unit Owner or whether originally in their Unit), (ii) their personal liability to the extent not covered by the policies of liability insurance obtained by the Board for the benefit of all of the Unit Owners as above provided; and (iii) their additional living expense. All policies of casualty insurance carried by each Unit Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Board for the benefit of all of the Unit Owners as above provided.

(l) The Board shall not be responsible for obtaining physical damage insurance on any additions, alterations and improvements to a Unit or any personal property of Unit Owner or any other insurance for which a Unit Owner is responsible. In the event the Board does carry such insurance, and the premium therefor is increased due to additions, alterations or improvements of a Unit Owner, then the Board may charge a special assessment against such Unit Owner.

(m) Each Unit Owner hereby waives and releases any and all claims that such Unit Owner may have against any other Unit Owner, the Association, its officers, members of the Board, the manager and managing agent of the Property, if any, and their respective employees and agents, for any damage to the Common Elements, the Units, or to any personal property located in the Unit 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 or

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would be covered by insurance for which such Unit Owner is responsible.

(n) The Board shall have the right to select substantial deductibles to the insurance coverages required or permitted under this Section if the economic savings, in the reasonable judgment of the Board, justifies the additional risk and if permitted by law. The deductibles shall be on a per occurrence basis irrespective of the number of insureds suffering injury or damage. Expenses included within the deductible amount arising from insurable loss or damage shall be treated as Common Expenses.

## ARTICLE 12 General Provisions

12.01 *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.

12.02 *Manner of Giving Notices.* Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board or Association, or any Unit Owner, as the case may be, at the Unit address of each member of the Board or any Unit Owner, as the case may be, or at such other address as herein provided. Any Unit Owner may designate a different address or addresses for notices to such Unit Owner by giving written notice of their change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to a Unit Owner, when deposited in such Unit Owner's mailbox at such address as designated pursuant hereto or, if not so designated, in the Building or at the door of such Unit Owner's Unit.

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

12.04 *Conveyance and Leases.* Each grantee by the acceptance of a deed of conveyance, and each purchaser under Articles of Agreement for Deed and each tenant under a lease for a Unit accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time an interest or estate in the Property, 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.

12.05 *No Waivers.* 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 that may occur.

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

12.07. {Intentionally left blank}

12.08 *Amendment.* Except as provided in Articles II and III of this Declaration, the provisions of Articles II and III, Paragraph 7 of Article VI and this paragraph 8 of Article XII may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the President and Secretary of the Board, all of the Owners and all mortgages having bona fide liens of record against any Unit Ownership. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the President and Secretary of the Board, and certifying that the Owners having at least two-thirds (2/3) of the total votes have approved such amendment at a meeting of Owners duly called for such purpose, and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgages having bona fide liens of record against any Unit Ownership, no less than ten (10) days prior to the date of such affidavit. For a period of two (2) years from the date hereof, or until such date as Declarant has sold all of the Units, whichever first occurs, no provision of this Declaration may be changed, modified or rescinded and no provision may be added without the written consent of Declarant. The change, modification or rescission shall be effective upon recording of such instrument in the Office of the Recorder of Deeds, Cook County, Illinois; be changed, modified or rescinded so as to conflict with the provisions of the Condominium Property Act.

12.09 *Liberal Construction.* The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class condominium development.

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

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## ARTICLE 13

### Miscellaneous Provisions Respecting Mortgages

The following provisions are intended for the benefit of each holder of a recorded first mortgage or trust deed encumbering a Unit Ownership ("First Mortgagee") and to the extent, if, at all, that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

(a) Upon request in writing to the Association identifying the name and address of the First Mortgagee or the insurer or guarantor of a recorded first mortgage or trust deed on a Unit ("Insurer" or "Guarantor," respectively) and the Unit number, the Association shall furnish each First Mortgagee, Insurer or Guarantor a written notice of any Unit Owner's obligations under this Declaration which is not cured within thirty (30) days. Any First Mortgagee of a Unit, as well as any other holder of a prior recorded mortgage on a Unit, which comes into possession of the said Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Unit that become due prior to (1) the date of the transfer of title or (2) the date on which the holder comes into possession of the Unit, whichever occurs first (except for any sums that are reallocated among the Unit Owners pursuant to the last sentence of Section 10.02(c) hereof).

(b) Upon request in writing, each First Mortgagee, Insurer or Guarantor shall have the right:

(i) to examine current copies of this Declaration, rules and regulations and the books and records of the Association during normal business hours;

(ii) to receive, without charge and within a reasonable time after such request, any annual audited or unaudited financial statements that are prepared and distributed by the Association to the Unit Owners at the end of each of its respective fiscal years, provided, however, that in the event an audited financial statement is not available, fifty-one percent (51%) or more of the First Mortgagees (by number) shall be entitled to have such an audited statement prepared at their expense;

(iii) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

(iv) to receive written notice of any decision by the Unit Owners to make a material amendment to the Declaration or Articles of Incorporation;

(v) to receive written notice of any lapse, cancellation or modification of any insurance policy or fidelity bond maintained by the Association; and

(vi) to receive written notice of any action which would require the consent of a specified percentage of First Mortgagees.

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(c) No provision of this Declaration or Articles of Incorporation of the Association or any similar, instrument pertaining to the Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over the rights of the First Mortgagees pursuant to their mortgages in the case of distribution to Unit Owners of Insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or the Common Elements, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Units affected shall be entitled, upon specific written request, to timely written notice of any such loss.

(d) Unless the First Mortgagees of all of the Units which comprise the Property have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to:

(i) by act or omission seek to abandon or terminate the condominium status of the Property, except for abandonment provided by the Act in case of substantial loss to or condemnation of the Units and/or the Common Elements;

(ii) change the pro rata interest or obligations of any Unit Owner for (A) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and (B) determining the pro rata share of ownership of each Unit Owner in the Common Elements.

(iii) use hazard insurance proceeds for losses to any Property (whether to Units or to Common Elements) for other than the repair, replacement, or construction of such improvements, except as provided by the Act in case of substantial loss to the Units and/or the Common Elements.

(e) Upon specific written request to the Association, each First Mortgagee and Insurer of a Unit shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Elements if such damage or destruction or taking exceeds Ten Thousand Dollars (\$10,000.00) or if damages shall occur to a Unit in excess of One Thousand Dollars (\$1,000.00), notice of such event shall also be given.

(f) If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the First Mortgagee, Insurer or any such proceeding or proposed acquisition and no provisions of any document will entitle the owner of a Unit or other party to priority over such First Mortgagee with respect to the distribution to such Unit of the proceeds of any award or settlement.

## ARTICLE 14

### Administration and Assessments

14.01 *Administration of Property.* The direction and administration of the Property shall be vested in the Board of Directors, which shall be elected in the manner hereinafter set forth in

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the By-Laws.

14.02 *Association.* The Association has been formed prior to the recording hereof as a not-for-profit corporation under the laws of the State of Illinois and for the purposes and having the powers prescribed in the Act, and having the following name: "The 551 West Roscoe Condominium Association" and shall be the governing body for all of the Unit Owners for the purpose of maintenance, repair, replacement, administration and operation of the property. The Board shall be deemed to be the "Board of Managers" for the Unit Owners referred to in the Act. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions contained herein. Each Unit Owner shall be a member of the Association so long as such ownership continues and shall automatically terminate upon the transfer of ownership. The Association shall have one class of membership.

14.03 *Purpose of Assessments.* Each Unit Owner shall be responsible for the payment of their share of the Common Expenses, User charges and other charges incurred in accordance with this Declaration as provided in the Act and this Declaration. The Association shall levy assessments for such purposes.

14.04 *Procedure.* Annual assessments and special assessments may be determined in accordance with the provisions of the By-Laws.

14.05 *User Charges.* The Board may establish, and each Unit Owner shall pay, User charges to defray the expenses of providing services, facilities or benefits which may not be used proportionately by all of the Unit Owners and are not provided for as Common Expenses which, in the judgment of the Board, should not be charged to every Unit Owner. Such User Charges may be billed separately to each Unit Owner benefitted thereby, or may be added to such Owner's share of Common Expenses, as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges pursuant to this Section 14.05 and the Board may elect to treat all or any portion thereof as Common Expenses.

14.06 *Non-Use and Abandonment.* No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of their Unit.

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IN WITNESS WHEREOF, the undersigned duly elected officers of The 551 West Roscoe Condominium Association, have duly executed this Amended and Restated Declaration of Covenants and Restrictions on

this 23 day of February, 2016.

**The 551 West Roscoe Condominium Association**

By: Thomas M. Renna  
President

Attest: Janet Powell  
Secretary

ACCEPTED AND APPROVED BY:

Thomas M. Renna

Jan Powell

being at least two-thirds of the Board of Directors

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## EXHIBIT A (legal, PINs, Percentages)

<u>UNIT #</u>	<u>Percentage Interest in Common Elements</u>	<u>PIN</u>
551 W. Roscoe, Unit G	7.0 %	14-21-310-060-1001
551 W. Roscoe, Unit 1	31.0 %	14-21-310-060-1002
551 W. Roscoe, Unit 2	31.0 %	14-21-310-060-1003
551 W. Roscoe, Unit 3	31.0%	14-21-310-060-1004

### LEGAL DESCRIPTIONS:

**Address:**     **551 W. Roscoe, Unit G**  
                          **Chicago, Illinois 60657**  
**PIN:**            **14-21-310-060-1001**

UNIT NUMBER G IN 551 WEST ROSCOE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THAT PART OF THE EAST ½ OF LOT 6 AND ALL OF LOT 7 IN SCHLOESSER'S LAKE SHORE SUBDIVISION OF LOT 23, IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24711450, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION IN COOK COUNTY, ILLINOIS.

**Address:**     **551 W. Roscoe, Unit 1**  
                          **Chicago, Illinois 60657**  
**PIN:**            **14-21-310-060-1002**

UNIT NUMBER 1 IN 551 WEST ROSCOE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE EAST ½ OF LOT 6 AND ALL OF LOT 7 IN SCHLOESSER'S LAKE SHORE SUBDIVISION OF LOT 23, IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24711450 AND AMENDED BY DOCUMENT 25115098 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

**UNOFFICIAL COPY**

**Address:** 551 W. Roscoe, Unit 2  
Chicago, Illinois 60657  
**PIN:** 14-21-310-060-1003

UNIT NO. 2 IN 551 WEST ROSCOE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE EAST ½ OF LOT 6 AND ALL OF LOT 7 IN SCHLOESSER'S LAKE SHORE SUBDIVISION OF LOT 23, IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24711450, AND AMENDED BY DOCUMENT 25115098 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

**Address:** 551 W. Roscoe, Unit 3  
Chicago, Illinois 60657  
**PIN:** 14-21-310-060-1004

UNIT 3 IN 551 WEST ROSCOE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE EAST ½ OF LOT 6 AND ALL OF LOT 7 IN SCHLOESSER'S LAKE SHORE SUBDIVISION OF LOT 23, IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24711450 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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## EXHIBIT B

### AMENDED AND RESTATED BY-LAWS OF THE 551 WEST ROSCOE CONDOMINIUM ASSOCIATION

#### ARTICLE I Members (Unit Owners)

1.01 *Eligibility.* The Association, an Illinois not-for-profit corporation, shall have one class of membership which shall consist of all of the Unit Owners of the Property in accordance with the respective percentages of interest in the Common Elements of the Property owned by the respective Unit Owners. The foregoing and other capitalized terms herein are used in these By-Laws as such terms are defined in the Declaration of Condominium Ownership and Easements, Restrictions, Covenants and By-Laws for The 551 West Roscoe Condominium Association, which Declaration is recorded in the Office of the Recorder of Deeds of Cook County, Illinois, and incorporated herein by this reference. The words "member" or "members" as used in these By-Laws mean and shall refer to "Unit Owner" or "Unit Owners," as the case may be, as defined in the Declaration.

1.02 *Succession.* The membership of each Unit Owner shall terminate when such unit Owner ceases to be a Unit Owner. Upon the sale, transfer or other disposition of a Unit Owner's ownership interest in the Property, such Unit Owner's membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

1.03 *Unit Owner Meetings.*

a. *Annual Meeting.* There shall be a regular annual meeting of Unit Owners held on or about the 3<sup>rd</sup> Monday of May of each year or at such other time as the Board shall designate, with one of the purposes of which shall be to elect members to the Board. All such meetings of Unit Owners shall be held at such place in Cook County, Illinois, and at such time as specified in the written notice of such meeting.

b. *Special Meetings.* Special meetings of the Unit Owners may be called by the President, the Board or by twenty-percent (20%) of the Unit Owners for the purpose of discussing and voting on matters subject to the approval of Unit Owners, as set forth in the Act, Declaration or these By-Laws. Notice to Unit Owners of such special meeting shall contain information as to the issues to be discussed or approved.

c. *Delivery of Notice of Meetings.* Notices of meetings stating the time, place and purpose thereof shall be delivered either personally or by mail to a Unit Owner at the address given to the Board by said Unit Owner for such purpose or to the Unit Owner's Unit if no address for such purpose has been given to the Board. All such notices shall be delivered to all Unit Owners not less than ten (10) days and not more than thirty (30) days prior to the date of such meeting. Any notice of any meeting mailed to a Unit Owner shall be deemed delivered on the second regular mail delivery day following the day of deposit

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of such notice in the United States mail, postage prepaid, addressed as aforesaid.

## 1.04 *Voting.*

a. The aggregate number of votes for all Unit Owners shall be one hundred (100), and, except as otherwise herein provided, shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements as set forth in Exhibit A to the Declaration.

b. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Owners. Such person shall be known (and hereinafter referred to) as a "voting member." Such voting member may be the Owner or one of the group comprising all of the Owners of a Unit Ownership, or may be some person designated to act by proxy for such Owner or Owners and who need not be an Owner. Such designation shall be made in writing to the Board by the Owner or the Owner's duly authorized attorney in fact 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 Owner(s). The proxy shall be invalid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Any proxy distributed for elections to the Board shall give the Unit Owners the opportunity to designate any person as proxy holder and shall give the Unit Owners the opportunity to express a preference for any of the known candidates for election to the Board or to write in a name. If any Unit Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. If only one of the multiple Unit Owners is present at a meeting of the voting members, such Unit Owner shall be entitled to cast the votes allocated to such Unit. If more than one of the multiple Unit Owners are present, the votes allocated to such Unit may be cast only in accordance with the agreement of a majority in interest of such multiple Unit Owners. If any one of such multiple Unit Owners casts the votes allocated to such Unit without protest being made promptly to the person presiding over the meeting by any of the other multiple Unit Owners of such Unit, such votes shall be counted. In the event of such protest, the votes attributable to such Unit shall not be counted.

c. The affirmative vote of not less than two-thirds (2/3) of the total ownership of the Common Elements shall be required in order to approve any of the following proposed actions: (1) merger or consolidation of the Association; (2) sale, lease, exchange or other disposition (excluding the mortgage or pledge) of all, or substantially all of the Property and assets of the Association; and (3) the purchase or sale of land or Units on behalf of all Unit Owners.

1.05 *Quorum.* A quorum of Unit Owners for any meeting shall be constituted by the presence in person or by proxy at such meeting of at least thirty eight percent (38%) of the Unit Owners unless the Unit Owners, in accordance with the Act, provide otherwise.

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## ARTICLE II Board of Directors

2.01 *Number, Election and Term of Office.* The Board of Directors of the Association (referred to in the Act as the "Board of managers," and sometimes referred to herein as the "Board") shall consist of three (3) members (hereinafter sometimes referred to as "directors"). Directors shall be elected at the regular annual meeting of voting members and shall serve for terms of two (2) years with elections occurring in alternating years (ie. staggered elections). Those candidates for election as director, who receive the greatest number of votes cast at the meeting shall be elected and shall serve until their successors shall be elected and qualified. All members of the Board shall be elected at large.

2.02 *Biographical Information.* The Board may disseminate to Unit Owners biographical and background information about candidates for election to the Board if: (a) no preference is expressed in favor of, any candidate; and (b) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated.

2.03 *Qualification.* Each shall be a Unit Owner, or, if a Unit Owner is a corporation, a director may be an officer of such Unit Owner, or if a Unit Owner is a partnership, a director may be a partner of such Unit Owner, or if a Unit Owner is a trust, a director may be a beneficiary of such Unit Owner. If a director shall cease to meet such qualifications during their term, such director shall thereupon cease to be a director and his or her place on the Board shall be deemed vacant. If there are multiple Unit Owners of a single Unit, only one of the multiple Unit Owners shall be eligible to serve as a member of the Board at any one time.

### 2.04 *Board Meetings.*

a. The Board shall meet at least four (4) times annually. Written notice stating the date, time and place of regular meetings shall be delivered, either personally or by mail or telegram, to a director at the address given to the Board by said director for such purpose not less than forty-eight (48) hours prior to the date of each such meeting.

b. Special meetings of the Board shall be held upon a call by the President or by two-thirds (2/3) of the members of the Board on not less than forty-eight (48) hours' notice in writing to each director, delivered personally or by mail at the address given to the Board by said director for such purposes.

c. Any director may waive notice of a meeting or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. A director's attendance at a meeting shall constitute their waiver of notice of said meeting.

d. Meetings of the Board shall be open to any Owner, except for the portion of any meeting held (1) 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; (2) to consider

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information regarding appointment, employment or dismissal of an employee, or (3) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses or User charges. Any vote on the matters listed in subparagraphs (d)(1), (d)(2) and (d)(3), above, shall be taken at a Board meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings of the Board required by the Act to be open to any Unit Owner by tape, film or other means; provided, however, that the Board may prescribe reasonable rules and regulations to govern the right of Unit Owners to make such recordings. Except when such meetings concern the adoption of the proposed annual budget or any increase or establishment of an assessment (in which case each Unit Owner shall receive notice in the same manner as provided for membership meetings), notice of each such meeting shall be mailed or delivered to each Unit Owner not less than forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the Unit Owner entitled to such notice before the meeting is convened. With respect to any meeting of the Board where adoption of the annual budget for the Association is on the agenda, all Unit Owners shall receive written notice of such meeting not less than ten (10) days and not more than thirty (30) days prior to the date of such meeting, stating the time and place of said meeting and the matters to be considered. Copies of notices of meetings of the shall be posted in entranceways, elevators, or other conspicuous places in the Property at least forty-eight (48) hours prior to the meeting of the Board.

2.05 *Removal.* Any officer may be removed for cause at any time by two-thirds (2/3) of the Board at a special meeting thereof.

2.06 *Compensation.* Directors shall receive no compensation for their services.

2.07 *Quorum.* A majority of directors shall constitute a quorum.

2.08 *Counting on Votes.* A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots for such election.

2.09 *Contract Purchasers.* In the event of a resale of a Unit the purchaser of a Unit pursuant to an installment contract for purchase shall during such times as he resides in the Unit be counted toward a quorum for purposes of election of members of the Board at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of members of the Board and shall have the right to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents. For purposes of this subsection "installment contract" shall have the same meaning as set forth in Section 15-1214 of the Illinois Mortgage Foreclosure Law.

2.10 *Powers and Duties.* The Board shall have the following powers and duties, subject to the provisions of the Declaration:

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- a. to elect and remove the officers of the Association as hereinafter provided;
- b. to administer the affairs of the Association and the Property;
- c. to, at its option, engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve;
- d. to formulate policies for the administration, management and operation of the property and the Common Elements thereof;
- e. after a meeting of the Unit Owners, at which a quorum of Unit Owners need not be present, called for the specific purpose of discussing proposed rules and regulations, or amendments thereto, notice of which shall contain the full text thereof, to adopt and from time to time amend rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Property and the Common elements; provided, no rule or regulation may impair any rights guaranteed by the first Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois constitution; nor may any rules or regulations conflict with the provisions of the Act or the Declaration and these By-Laws;
- f. to provide for the maintenance, repair, and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or Managing Agent;
- g. to provide for the designation, hiring and removal of employees and other personnel, accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate such powers to the manger or Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent);
- h. to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;
- i. to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;
- j. to have access to each Unit from time to time as may be necessary in connection with any maintenance, repair, replacement or construction of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to such Unit or to another Unit or Units or for the purpose of enforcing or confirming compliance with Association Declarations, Rules and Regulations;

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- k. to obtain adequate and appropriate kinds of insurance as provided in the Declaration;
- l. to determine the fiscal year of the Association and to change such fiscal year from time to time as the Board deems advisable;
- m. to keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- n. to bid for and purchase, for and on behalf of the Association, any Unit, or interest therein, at a sale pursuant to a foreclosure of the lien for Common Expenses under the Act, or an order or direction of a court, or at any other private or public sale, upon the consent or approval of two-thirds of the Unit Owners other than the Unit Owner whose Unit is subject to such sale, provided that such consent shall set forth a maximum price that the Board or its duly authorized agent may bid and pay for such Unit;
- o. to make such mortgage arrangements and special assessments proportionately among the Unit Owners, and such other financing, arrangements as the Board may deem desirable in order to close and consummate the purchase or lease of a Unit, or interest therein, by the Association; provided, however, that no such financing arrangements shall be secured by an encumbrance on any interest in the Property other than the Unit, or interest therein, to be purchased and the percentage interest in the Common Elements appurtenant thereto;
- p. to obtain a fiduciary or other bond as the Act may require in amounts and covering, all persons required by the Act, the cost of which shall be a Common Expense;
- q. to own, encumber, lease, convey, and otherwise deal with Units conveyed to or purchased by it;
- r. to act in a representative capacity in relation to matters involving the Common Elements or more than one Unit, on behalf of the Unit Owners, as their interest may appear;
- s. to obtain loans in the name of the Association for the purpose of providing funds for the repair, replacement and renovation of the Common Elements and to assign future income of the Association including assessments due from Unit Owners as security for repayment thereof;
- t. to impose charges for late payment of a Unit Owner's proportionate share of the Common Expenses, User Charges or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines for violation of the Declaration, these By-Laws or the rules and regulations of the Association, all in the manner set forth in the Declaration;

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u. to acquire and pay out of the maintenance fund hereinafter provided for, the following:

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

(2) Services of any person or firm to act on behalf of the Unit Owners in connection with real estate taxes and special assessments of the Unit Ownerships, and in connection with any other matter where the respective interests of the Unit Owners are deemed by the Board to be similar and non-adverse to each other. The cost of such services shall be Common Expenses or User charges as appropriate.

(3) Painting, cleaning, washing common area windows, tuck pointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units and of windows and hallway and perimeter doors appurtenant thereto, which the Unit Owners shall paint, clean, decorate, maintain, and repair), and such furnishings and equipment for the Common Elements as the Board shall determine, are necessary and proper.

(4) Any other materials, supplies, utilities, furniture, equipment, labor, services, maintenance, repairs, or structural alterations which the Board is required to secure or pay for, pursuant to the terms of the Declaration and By-Laws, or which, in its opinion, shall be necessary or proper for the maintenance and operation of the Property as a high-quality condominium development or for the enforcement of the restrictions contained herein.

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

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

v. to grant and record easements for installation of cable and associated equipment to companies furnishing pay television service to the Property as permitted by

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law;

w. to exercise all other powers and duties of the Board provided for by the Act, the Declaration, the Illinois Not-for-Profit Corporation Act or otherwise permitted by law;

x. to record the dedication of a portion of the Common Elements to a public body for use as or in connection with a street or utility where authorized by the Unit Owners in conformity with the Act;

y. to record any easement pursuant to the provisions of the Declaration;

z. to grant leases and licenses with respect to the Common Elements;

## ARTICLE III Officers

3.01 *Designation.* At each regular Board meeting following the regular annual meeting of Unit Owners, the directors present at said meeting (provided a quorum is present) shall elect the following officers of the Association by a majority vote:

a. a President, who shall be a director, and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association;

b. a Secretary, who shall be a director, and who shall keep the minutes of all meetings of the Board and of the Unit Owners, and who shall be designated to mail and receive all notices as provided for in the Act, and who shall, in general, perform all the duties incident to the office of Secretary;

c. a Treasurer, who shall be a director, and who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported;

d. such additional officers as the Board shall see fit to elect.

3.02 *Powers.* The respective officers shall have the general powers usually vested in such officers, provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

3.03 *Vacancies.* Vacancies in any office shall be filled by the Board by a majority vote of the members thereof at a meeting of said Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer whom he or she succeeds.

3.04 *Compensation.* The officers shall receive no compensation for their services.

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## ARTICLE IV Assessments

4.01 *Annual Budget.* On or before sixty (60) days prior to the commencement of each fiscal year of the Association, the Board shall cause to be prepared an estimated annual budget for such fiscal year. Such budget shall take into account the estimated Common Expenses, estimated User Charges and cash requirements for the fiscal year, including salaries, wages, payroll taxes, legal and accounting fees, replacements, landscaping, insurance, utility charges and all other Common Expenses and User charges including reasonable reserves for capital expenditures and deferred maintenance for repairs or replacements of the Common Elements. The annual budget also shall take into account the estimated net available cash income for such fiscal year from the operation or use of the Common Elements. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. A copy of the estimated annual budget for each fiscal year shall be furnished to each Unit Owner at least thirty (30) days prior to its adoption by the Board together with an indication of which portions are intended for capital expenditures or repairs or payment of real estate taxes.

4.02 *Notification of Meetings Regarding Assessments.* Each Unit Owner shall receive notice in the same manner provided in the Act for notice of meetings of the voting members of any meeting of the Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or the adoption of a separate (special) assessment.

4.03 *Procedures Regarding Regular and Separate Assessments.*

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

b. Any Common Expense or User Charges not set forth in the annual budget or any increase in assessments over the amount adopted in the annual budget shall be separately assessed against the Unit Owners.

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

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d. Assessments for additions and alterations to the Common Elements or to property owned by the Association not included in the annual budget adopted by the Board shall be separately assessed and shall be subject to the approval of two-thirds (2/3) of the total votes of all Unit Owners. The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments shall be deemed considered and authorized in the first fiscal year in which such separate assessment is approved.

4.05 *Failure to Prepare Annual Budget.* In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of their respective monthly assessment as last determined. Each Unit Owner shall pay their monthly assessment on or before the first day of each month to the Managing Agent or as may be otherwise directed by the Board. No Unit owner shall be relieved of their obligation to pay their assessments for Common Expenses by abandoning or not using their Unit, the Common Elements, or the Limited Common Elements.

4.06 *Supplemental Budget.* In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined, in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses and User charges for the remainder of such year, or in the event any nonrecurring Common Expense and User charges is anticipated for any year, then the Board, subject to the provisions of Section 4.04 hereof, may prepare and approve a supplemental budget covering the estimated deficiency or non-recurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a separate assessment shall be made to each Unit Owner for their proportionate share of such supplemental budget.

4.07 *Limit on Expenditures.* Unless contained in the annual budget or in a separate assessment adopted in conformity with the provisions of these By-Laws and except for items constituting operating expenses, the Board shall not approve any non-recurring single expenditure in excess of Fifty Thousand Dollars (\$50,000.00) unless required for repairs, replacement, protection or operation of the Common Elements or enter into any contract having a term in excess of four (4) years (with the exception of cable television or satellite master antenna television contracts), without the prior approval of Unit Owners owning two-thirds (2/3) of the total ownership interest in the Common Elements.

4.08 *Lien.* It shall be the duty of every Unit Owner to pay their proportionate share of the Common Expenses, in the same ratio as their percentage of ownership in the Common Elements as set forth in Exhibit A of the Declaration or as may be otherwise provided in the Declaration and of any User Charges, and as assessed in the manner herein provided. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses or any User Charges when due, the amount thereof, together with interest at the maximum rate permitted by the laws of the State of Illinois, shall constitute a lien on the interest of such Unit owner as provided in Section 10.02(c) of the Declaration and the Act. The Association shall have the right to exercise any and all rights provided for herein and in the Declaration in the event of any failure by a Unit

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Owner to pay when due their proportionate share of the Common Expenses or User Charges.

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

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

4.10. Any member of the Association shall have the right to inspect, examine, and make copies of the records described in Section 4.09(a)-(e), 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 or its authorized agent, stating with particularity the records sought to be examined.

4.11 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 Section 4.09(f)-(i), 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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4.12 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.

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

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

4.14 *Discharge of Liens.* A Unit Owner is not authorized to act in any manner so as to cause any purported mechanic's lien to be asserted against a Common Element. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or the Common Elements, rather than against a particular Unit only. When less than all of the Unit Owners are responsible for the existence or assertion of any such lien, such Unit Owners shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses including attorneys' fees, incurred by reason of such lien. Nothing herein shall be deemed an authorization to a Unit Owner to cause any such lien to attach to a Common Element.

4.15 *Holding of Funds.* All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such separate 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, in trust, for the benefit, use and account of all the Unit Owners of the Declaration. The Board, in its reasonable discretion, may reallocate funds held in reserve accounts among such accounts.

## ARTICLE V Contractual Powers

The Board may not enter into a contract with a current member of the Board or with a

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corporation or partnership in which a member of the Board or a member of their immediate family has a twenty-five percent (25%) or more interest. No other contract or other transaction between this Association and one or more of its directors or between this Association and any corporation, firm or association in which one (1) or more of the directors of this Association are directors, or are financially interested, shall be void or voidable because such director or directors are present at any meeting of the Board or a committee thereof which authorizes or approved the contract or transaction or because his her or their votes are counted, if the circumstances specified in either of the following subparagraphs exist:

- a. the fact of the common directorship or financial interest is disclosed or known to the Board and is noted in the minutes, and the Board authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such director or directors; and
- b. the contract or transaction is just and reasonable to the Association at the time it is authorized or approved.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies such a contract or transaction.

## ARTICLE VI Amendments

These By-Laws may be amended or modified from time to time by action or approval of Unit Owners owning at two-thirds (2/3) of the total ownership interest in the Common Elements as set forth in Exhibit A of the Declaration.

Such amendments shall become effective upon recording such amendments; provided, however, that no provision in these By-Laws may be amended so as to conflict with the Declaration or the Act.

## ARTICLE VII Indemnification

7.01 *Liability of the Board of Managers.* Neither the members of the Board nor the officers of the Association shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers, except for any acts or omissions found by a court to constitute willful misconduct in the performance of duty. The Unit Owners (and, to the extent permitted by law, the Association) shall indemnify and hold harmless each of the current and former members of the Board and each of the current and former officers against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers of the Association on behalf of the Unit Owners or the Association, or arising out of their status as Board members or officers unless any such contract shall have been made fraudulently or with gross negligence or contrary to the provisions of the Declaration or these By-Laws. It is intended that the foregoing

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indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other in which any member of the Board or officer of the Association may be involved by virtue of such person being or having been such member or officer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for willful misconduct in the performance of their duties as such member or officer, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by the Board (who may be counsel regularly retained by the Association) there is not reasonable ground for such person being adjudged liable for willful misconduct in the performance of their duties as such member or officer. The Board shall have authority to purchase and maintain insurance on behalf of the officers and members of the Board against any liability or settlement based on asserted liability, incurred by them by reason of being or having served in such capacity, whether or not the Association would have the power to indemnify them against such liability or settlement under the provisions of this Section. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board, the officers, or out of the aforesaid Unit Owners' indemnity, shall be limited to such proportion of the total liability thereunder as such Unit Owner's percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Element. Every agreement made by the Board, the officers, or the managing agent on behalf of the Unit Owners shall provide that they are acting only as agents for the Unit Owners and shall have no personal liability thereunder shall be limited to such proportion of the total liability thereunder as such Unit Owner's percentage interest in the Common Elements bears to the total percentage interest of all Unit Owners.

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STATE OF ILLINOIS     )  
  )     SS.  
COUNTY OF COOK         )

I, Sara Kmiecik, state that I am the SECRETARY of the Board of Directors of The 551 West Roscoe Condominium Association, and that a copy of the foregoing Amendment was either delivered personally to each Unit Owner at the Association or was sent by regular U. S. Mail, postage prepaid, to each Unit Owner in the Association at the address of the unit or such other address as the Owner has provided to the Board of Directors for purposes of mailing notices.

I further certify that the attached Amended and Restated Declaration for The 551 West Roscoe Condominium Association, was duly approved by two-thirds (2/3) of the Owners, in accordance with the provisions of the Declaration.

I further certify that the attached Amended and Restated Declaration of Covenants and Restrictions have been approved by at least two-thirds of the members of the Board of Directors at a meeting called for such purposes, and that the attached Amended and Restated Declaration has been executed by the President of the Board or such other officer authorized by the Association or the community instruments. I further state that the Unit Owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amendment.

Sara Kmiecik  
Secretary

SUBSCRIBED and SWORN to before me  
this 24 day of February, 2016.

[Signature]  
NOTARY PUBLIC



My Commission Expires: May 8, 2016

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## AFFIDAVIT OF MAILING

I, THOMAS M. REAUD, state that I am a member of the Board of Managers of The 551 West Roscoe Condominium Association, and hereby certify that the foregoing Amended and Restated Declaration was mailed by Certified Mail to all Mortgagees having bona fide liens of record against Unit Ownership.

Dated: 2/24/2016

By: Thomas M. Reaud

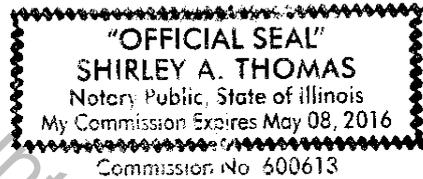
Title: PRESIDENT, CONDO ASSOCIATION

Subscribed and sworn to before me this 24 day of

February, 20 16

Notary

[Signature]



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