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## AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR RAMAR HOUSE CONDOMINIUM

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

Michael J. Shifrin, Esq.  
Kovitz Shifrin Nesbit  
175 North Archer Avenue  
Mundelein, IL 60060 - 847/537-0500

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF  
EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR  
RAMAR HOUSE CONDOMINIUM

THIS AMENDED AND RESTATED DECLARATION has been approved by two-thirds of the Board of Directors of the Ramar House Condominium Association ("Association") pursuant to Section 27(b)(1) of the Illinois Condominium Property Act ("Act"), 765 ILCS 605/27. This Declaration shall serve the purpose of amending the Declaration of Condominium Ownership for the Ramar House Condominium ("Original Declaration") which was recorded as Document No. 19344851 re-recorded as Document 19553272 and filed as Document LR2224347 respectively in the Office of the Recorder of Deeds for Cook County, Illinois against the property legal described in Exhibit A attached hereto ("Property").

WITNESSETH: THAT

WHEREAS, the Association and its Owners are the owners of the following described real estate located in the Village of Forest Park, County of Cook, and State of Illinois:

Lots Six (6) and Seven (7) in Block Fourteen (14) in Railroad Addition to the Town of Harlem in the Southeast Quarter (1/4) of Section 12, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois:

and

WHEREAS, the Property has been submitted to the provisions of the Condominium Property Act of the State of Illinois, (hereinafter sometimes referred to as the "Act"), and it has been established for the benefit of the Association and its Owners, and that of all future owners or occupants of the Property, or any part thereof (which shall be known as the "Ramar House Condominium"), certain easements and rights in, over and upon the Property and mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the Association and its Owners desire and intend that the Owners, mortgagees, occupants and other persons hereafter acquiring any interest in said Property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which have been declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of such Property and have been established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

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NOW, THEREFORE, the Association and its Owners as owners of the Property hereinbefore described, and for the purposes above set forth, declare as follows:

## ARTICLE I

### DEFINITIONS

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

Acceptable Technological Means. Includes, without limitation, electronic transmission over the internet or other network, whether by direct connection, intranet, telecopier or electronic mail.

Act. The Illinois Condominium Property Act, as amended from time to time.

Association. The Ramar House Condominium Association, an Illinois Not-For -Profit Corporation.

Board. The Board of Managers of the Association.

Building. All structures, attached or unattached, containing one or more Units, which structure is individually referred to herein as "Building."

By-Laws. Those provisions governing the administration of the Association.

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

Common Expenses. The proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board.

Condominium Instruments. All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, the By- Laws, and the Plat.

Declaration. This Amended and Restated Declaration by which the Property (as hereinafter defined), is submitted to the provisions of the Act, and shall include such amendments, if any, to this instrument as may from time to time be adopted pursuant to the terms hereof.

Electronic Transmission. Any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

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Limited Common Elements. A portion of the Common Elements as designated herein reserved for the use of a certain Unit or Units to the exclusion of other Units.

Majority or Majority of the Unit Owners. Those Owners, without regard to their number, who own more than fifty percent (50%) in the aggregate of the entire undivided ownership interest in the Common Elements; any specified percentage of Unit Owners shall mean those Owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Elements.

Occupant. The person or persons, other than an Owner, in possession of a Unit.

Owner or Unit Owner. The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

Parking Area. The area designated for parking automobiles as shown on Exhibit A attached to the Original Declaration.

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

Plat. The Plat of Survey of the Property and of all Units in the Property submitted to the provisions of the Act, which Plat was attached hereto to the Original Declaration and is incorporated herein by reference and made a part hereof.

Prescribed Delivery Method. The mailing, delivery, posting in an Association publication that is routinely mailed to all members, electronic transmission, or any other delivery method that is approved in writing by the member and authorized by the Condominium Instruments.

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

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

Unit. A part of the Property designed or intended for any type of independent use and depicted as a Unit on the Plat and more specifically described hereafter in Article II.

Voting Member. One person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners.

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## ARTICLE II

### UNITS

1. Description and Ownership. All Units in the Building located on the Property as are delineated on the Plat of Survey attached as Exhibit "A" to the Original Declaration and made a part of this Declaration by reference only.

It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in 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. No Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his unit to be separated into any tracts or parcels smaller than the whole unit.

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

## ARTICLE III

### COMMON ELEMENTS

1. Description. Except as otherwise in this Declaration provided, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, all stairways, elevators, halls, courtyards, lobbies, corridors, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, and such component parts of walls, floors and ceilings as are not located within the Units.

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

3. No Partition of Common Elements. There shall be no partition of the Common Elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium

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ownership; provided, however, that if any Unit Ownership shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership as between such co-owners.

## ARTICLE IV

### GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

1. Submission of Property to "Condominium Property Act". The Property has been submitted to the provisions of the Act. Each Person owning a Unit Ownership shall comply with the provisions of the Act as well as other laws, ordinances and other regulations applicable to condominium ownership in regard to the Property.

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

3. Easements.

(a) Encroachments. In the event that, by reason of the construction, settlement or shifting of the Building any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or if by reason of the design or construction of any Unit, it shall be necessary or advantageous to an owner to use or occupy, for normal uses and purposes, any portion of the Common Elements, consisting of unoccupied space within a building and adjoining his Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space 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 containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owners of the Common Elements if such encroachment occurred due to the willful conduct of said owner or owners.

(b) Utility Easements. There has been granted to the public utilities serving the Property, the right to lay, construct, renew, operate and maintain conduits, cables, pipes and wires, and other equipment, into and through the Common Elements for the purpose of providing the Property with utility services.



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(c) Easements to Run with Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights, were recited fully and set forth in their entirety in such documents.

4. Separate Mortgage of Units. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof, except his own Unit and his own respective ownership in the Common Elements as aforesaid.

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

6. Utilities. Each Unit Owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

7. Negligence of Owner. If, due to the willful act or omission of a Unit Owner, or of a member of his family (or household pet) or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board.

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

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repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

9. Alterations, Additions and Improvements. No alterations of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board.

10. Non-use. 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 his Unit.

## ARTICLE V

### ADMINISTRATION

1. Administration of Property. The direction and administration of the property shall be vested in a Board of Managers, (hereinafter referred to as the "Board") consisting of five persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Unit Owners; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

2. Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "Voting Member". Such Voting Member may be the Owner or one of the group composed of all the owners of a Unit Ownership, or may be some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the owner or owners. Any or all of such owners may be present at any meeting of the Voting Members and (those constituting a group acting unanimously) may vote or take any other action as a Voting Member either in person or by proxy. The total number of votes of all Voting Members shall be 100, and each Owner or group of owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit "B".

3. Meetings.

(a) The presence, in person or by proxy, of twenty percent (20%) of the Unit Owners, at any meeting of the Voting Members shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Association at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. Any Owner in writing may waive notice of a meeting, or consent to the

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holding of a meeting without notice, or consent to any action of the Association without a meeting.

(b) Annual Meeting. There shall be an annual meeting of the Voting Members on the first Tuesday of January of each year at 7:30 P.M. on the Property, or at such other reasonable place or time (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days prior to the date fixed for said meeting.

(c) Special Meetings. Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President, a majority of the Board, or by the Voting Members representing at least twenty (20%) percent of the Units delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

4. Notices of Meetings. Written notice of any membership meeting shall be mailed or delivered giving Unit Owners no less than ten (10) and no more than thirty (30) days' notice of the time, place, and purpose of such meeting. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board. Notices shall be effective upon mailing.

In addition, any notice required to be sent or received or signature, vote, consent or approval required to be obtained under any Condominium Instrument or any provision of the Illinois Condominium Property Act may be accomplished using the technology generally available at that time. The Association, Unit Owners and other persons entitled to occupy a Unit may perform any obligation or exercise any right under any Condominium Instrument or any provision of this Illinois Condominium Property Act by use of any technological means that provides sufficient security, reliability, identification and verifiability. A verifiable electronic signature satisfies any requirement for a signature under any Condominium Instrument or any provision of the Illinois Condominium Property Act. Voting on, consent to and approval of any matter under any Condominium Instrument or any provision of this Illinois Condominium Property Act may be accomplished by electronic transmission or other equivalent technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in non-electronic form. Subject to other provisions of law, no action required or permitted by any Condominium Instrument or any provision of the Illinois Condominium Property Act need be acknowledged before a notary public if the identity and signature of the person can otherwise be authenticated to the satisfaction of the Board of Directors or Board of Managers. If any person does not provide written authorization to conduct business using electronic transmission or other equivalent technological means, the Association shall, at its expense, conduct business with the person without the use of electronic transmission or other

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equivalent technological means. This provision does not apply to any notices required under Article IX of the Code of Civil Procedure related to: (i) an action by the Association to collection a Common Expense; or (ii) foreclosure proceedings in enforcement of any lien rights under the Illinois Condominium Property Act.

## 5. Board of Managers.

(a) At each annual meeting, the Voting Members shall, by a majority of the total votes present at such meeting, elect a Board of Managers for the forthcoming year, consisting of five (5) Owners, all of whom must reside on the property. Three (3) members shall constitute a quorum. Members of the Board shall serve, without compensation, for a term of one (1) year or until their successors are elected. Vacancies in the Board may be filled by unanimous vote of the remaining members thereof. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members, a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general, perform all the duties incident to the office of secretary, and a Treasurer to keep the financial records and books of account.

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

## 6. General Powers of the Board.

(a) To elect the officers of the Association as hereinabove provided;

(b) To administer the affairs of the Association and the Property;

(c) To engage the services of a manager or managing agent who shall manage and operate the Property and the Common Elements 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, and to provide for the implementation thereof;

(e) To adopt and amend rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the

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specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Condominium Property Act, except that no quorum is required at such meeting of the Unit Owners. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, including, but not limited to, the free exercise of religion, nor may any rules or regulations conflict with the provisions of the Condominium Property Act or the condominium instruments. No rule or regulation shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a condominium Unit.

(f) To provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. Nothing in this subsection shall be deemed to invalidate any provision in the Declaration or By-Laws placing limits on expenditures for the Common Elements, provided, that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. The terms "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment, with the functional equivalent of the original portions of such areas. Replacement of the Common Elements may result in an improvement over the original quality of such elements or facilities; provided that, unless the improvement is mandated by law or is an emergency as defined in Section 18(a)(8)(iv) of the Act, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board, upon written petition by Unit Owners with 20 percent (20%) of the votes of the association delivered to the Board within fourteen (14) days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the expenditure; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified;

(g) To provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to make purchases, for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel who may be the employees of the managing agent);

(h) To estimate the amount of and adopt and distribute the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses;

(i) To comply with the instruction of 66-2/3% of the Unit Owners (unless a different plurality is required with respect to any issue or matter as elsewhere herein specified), as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;

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(j) To lease, sell, mortgage encumber, assign or deal with Units, storage areas and parking spaces controlled by the Association or the Board, and to designate areas of the Common Elements to be utilized for specific purposes;

(k) To seek relief from or in connection with the assessment or levy of real estate taxes, special assessments and other levies or assessments on behalf of and at the expense of all of the Unit Owners;

(l) To levy and expend assessments;

(m) To adopt further rules of procedure for the administration of the Board and the Association, provided that the powers of the Board shall at all times be subject to the provisions of this Declaration, as now existing or as hereafter amended pursuant to the provisions of Section 13.06.

(n) To obtain adequate and appropriate kinds of insurance;

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

(p) To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to other Units;

(q) To pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium;

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

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

(t) 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 under the provisions of Section 14.2 of the Condominium Property Act;

(u) To record the granting of an easement for the laying of cable television or high speed internet cable where authorized by the Unit Owners under the provisions of Section 14.3 of the Condominium Property Act, and to obtain, if available and determined

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by the Board to be in the best interests of the Association, cable television or bulk high speed internet service for all of the Units of the condominium on a bulk identical service and equal cost per Unit; and to assess and recover the expense as a common expense and, if so determined by the Board, to assess each and every Unit on the same equal cost per Unit;

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

(w) To accept service of a notice of claim for purposes of the Mechanics Lien Act on behalf of each respective member of the Association with respect to improvements performed pursuant to any contract entered into by the Board or any contract entered into prior to the recording of the Declaration pursuant to the Act, and to distribute the notice to the Unit Owners within 7 days of the acceptance of the service by the Board. The service shall be effective as if each individual Unit Owner had been served individually with notice.

7. Specific Powers of the Board: The Board for the benefit of all the Owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, the following:

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

(b) A policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the Common Elements, and having contingent or conditional endorsement covering the replacement value of the units to provide for restoration thereof to tenantable condition in the event the owner shall have failed or refused to restore such unit within a reasonable time; or such fire and casualty insurance as the Board shall determine gives substantially equal or greater protection written in the name of, and the proceeds thereof shall be payable to, the Members of the Board as trustees for each of the Unit Owners in the percentages established in Exhibit "B", and to the owners' Mortgagees, as their interests may appear, which said policy or policies shall provide for separate protection for each unit and its attached, built-in or installed fixtures and equipment to the full insurable replacement value thereof, and separate loss payable endorsement in favor of the Mortgagee or Mortgagees of each unit, if any.

(c) A policy or policies insuring the members of the Board, their agents and employees and the owners against any liability to the public or to the owners (of units of the Common Elements, and their invitees, or tenants), incident to the ownership and/or use of the Common Elements and units, the liability under which

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insurance shall be not less than One Hundred Thousand Dollars (\$100,000.00) for any one person injured, Three Hundred Thousand Dollars (\$300,000.00) for any one accident, and Ten Thousand Dollars (\$10,000.00) for property damage (such limits to be reviewed at least annually by the Board and increased in its discretion).

(d) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

(e) The services of any person or firm employed by the Board.

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

(g) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the property as a first class condominium development or for the enforcement of these restrictions.

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

(i) 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 the owner or owners of said unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity or said maintenance or repair delivered by the Board to said owner or owners, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair.

(j) The Board or its agents may enter any unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the owners as



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practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

(k) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any capital addition and improvement (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) having a total cost in excess of One Thousand Dollars (\$1,000.00), nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of One Thousand Dollars (\$1,000.00), without in each case the prior approval of the Voting Members holding two-thirds (2/3) of the total votes.

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

(m) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the owners or any of them.

## 8. Books and Records.

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

(1) the Association's Declaration, Bylaws, Plats of survey and all amendments of these;

(2) the rules and regulations of the Association, if any;

(3) the Articles of Incorporation of the Association and all amendments to the Articles of Incorporation;

(4) minutes of all meetings of the Association and the Board for the immediately preceding seven (7) years;

(5) all current policies of insurance of the Association;

(6) all contracts, leases and other agreements then in effect to which the Association is a party or under which the Association or the Owners have obligations or liabilities;

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(7) a current listing of the names, addresses and weighted vote of all members entitled to vote;

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

(9) 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.

(b) Any member of the Association shall have the right to inspect, examine and make copies of the records described in subdivisions (1), (2), (3), (4) and (5) of Section 7(a) above, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Association's Board of Directors or its authorized agent, stating with particularity the records sought to be examined.

(c) Except as otherwise provided in this Section, any member of an Association shall have the right to inspect, examine and make copies of the records described in subdivisions (6), (7), (8) and (9) of Section 7(a) 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.

(d) 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.

(e) Notwithstanding the provisions of this Section 7(a), unless otherwise directed by court order, the following records are not available for inspection, examination or copying by members:

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

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

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

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

(5) documents provided to an Association in connection with the lease, sale or other transfer of a unit by a member other than the requesting member.

9. Records at Resale. In the event of a resale of any Unit by an Owner, and within thirty (30) days after the written request by such 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.

10. Insurance.

(a) Property Insurance. No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes property insurance (i) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise determined by the Board, the bare walls, floors, and ceilings of the Unit, (ii) providing coverage for special form causes of loss, and (iii) providing coverage, at the time the insurance is purchased and at each renewal date, in a total amount of not less than the full insurable replacement cost of the insured property, less deductible, but including coverage sufficient to rebuild the insured property in compliance with building code requirements subsequent to an insured loss, including: the Coverage B, demolition costs; and Coverage C, increased cost of construction coverage. The combined total of Coverage B and Coverage C shall be no less than ten percent (10%) of each insured building value or \$500,000 whichever is less.

The insurance maintained under this subsection 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, built-in cabinets installed by Unit Owners, or any other additions, alterations, or upgrades installed or purchased by any Unit Owner.

(b) General Liability Insurance. No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the property in a minimum amount of \$1,000,000, or a greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the management agent, and their

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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) Property and general liability insurance policies required to be carried by the Association 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 condominium 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.

(d) Adjustment of Losses, Distribution of Proceeds. Any loss covered by the property policy required to be maintained by the Association 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 completely repaired or restored or the Association has been terminated as trustee.

(e) Primary Insurance. If at the time of a loss under the Association's 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.

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

(g) Directors and Officers Coverage. The Board must obtain directors and officers liability coverage at a level deemed reasonable by the Board, if not otherwise established by this Declaration or By-Laws. 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

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the General Not For Profit Corporation Act of 1986 or this Declaration and By-Laws of the Association. The coverage required by this subsection shall include, but not be limited to, coverage of defense of non-monetary actions; defense of breach of contract; and defense of decisions related to the placement or adequacy of insurance. The coverage required by this subsection shall include as an insured: past, present, and future Board members while acting in their capacity as members of the Board of Directors; the managing agent; and employees of the Board of Directors and the managing agent.

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

11. **Determination of Board to be Binding.** Notwithstanding that the words "Board" and "Association" may in some instances be used interchangeably in various sections of this Declaration, matters of dispute or disagreement between Unit Owners or with respect to interpretation or application of the provisions of this Declaration or the By-Laws shall be determined by the Board, which determination shall be final and binding on the Association and on all Unit Owners.

12. **Contracts.** The Board may not enter into a contract with a current Board member or with a corporation or partnership in which a Board member or a member of the Board member's immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Unit Owners, for an election to approve or disapprove the contract. Such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this provision, a Board member's immediate family means the Board member's spouse, parent, and children.

## ARTICLE VI

### ASSESSMENTS - MAINTENANCE FUND

1. (a) Each year on or before December 1<sup>st</sup>, 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 according to each owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto. 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 shall be obligated to pay to the Board or as it may direct, 1/12<sup>th</sup> 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. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each owner's percentage of ownership in the Common Elements to the next monthly installments due from owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each owner's percentage of ownership in the Common Elements to the installments due in the succeeding six months after rendering of the accounting.

(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, including non-payment of any owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the owners according to each owner's percentage ownership in the Common Elements. 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 effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All owners shall be obligated to pay the adjusted monthly amount.

(i) Each Unit Owner shall receive notice, in the same manner as provided for in the Condominium Property Act for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment.

(ii) Except as provided in subsection (iv) below, if an adopted budget or any separate assessment 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 action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the budget or

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separate assessment. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or separate assessment, it is ratified.

(iii) Any Common Expense not set forth in the budget or any increase in assessment over the amount adopted in the budget shall be separately assessed against all Unit Owners.

(iv) 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 item (ii) above or item (v) below. As used herein, "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

(v) Assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted annual budget shall be separately assessed and are subject to approval of two-thirds of the total votes of all Unit Owners.

(vi) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by items (iv) and (v), the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

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

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

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(e) 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 Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit "B".

(f) If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments or assessments due to the Association for thirty (30) days, the Board may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided, or both; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Unit Ownership of the Unit Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Unless otherwise provided in this Declaration, the members of the Board and their successors in office, acting on behalf to the other Unit Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Said lien shall take effect and be in force when and as provided in the Act; provided, however, that the lien of mortgages or trust deeds securing notes owned or held by any bank, insurance company or savings and loan association, or any other person providing bona fide purchase money financing to the Unit Owner, shall be and remain prior to the lien of the Association, except for the lien of all Common Expenses and other charges on the encumbered Unit which become due and payable subsequent to the date said encumbrancer either (i) becomes a mortgagee in possession; (ii) accepts a conveyance of title or other interest in the Unit in lieu of foreclosure; (iii) acquires title to the Unit through foreclosure or other means; or (iv) has a receiver appointed. Anything herein contained to the contrary notwithstanding, to the extent the same is required by the Act, any encumbrancer may, from time to time, request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit covered by his encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid common expenses payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for the amount paid at the same rank as the lien of his encumbrance.

(g) All non-recurring Common Expenses, all Common Expenses not set forth in the budget of the Association as adopted, and all increases in the assessments over the amount adopted shall be separately assessed in accordance with procedures meeting the minimum requirements of the Illinois Condominium Property Act, as amended, or any statutory requirement succeeding said section.



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(h) Amendments to this Article VI shall only be effective upon unanimous written consent of the owners, and their Mortgagees. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuser of the Common Elements or abandonment of his or her unit.

## ARTICLE VII

### COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

(a) No part of the Property shall be used for other than housing and the related common purposes for which the property was designed. Each Unit shall be used as a residence for a single family and for no other purpose.

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

(c) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building, or contents thereof, applicable for residential use, without the prior written consent of the Board. No owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(d) Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

(e) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days' written notice from the Board.

(f) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or

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negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.

(g) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building except as is otherwise provided herein.

(h) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(i) There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that baby carriages, bicycles and other personal property may be stored in a common storage area designated for the purpose, areas may be used for their intended purposes.

(j) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the property or in any unit therein.

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

(l) That part of the Common Elements identified in as "Parking Area" shall be used by the owners for parking purposes.

## ARTICLE VIII

### SALE, LEASING OR OTHER ALIENATION

1. Sale or Lease. Any Owner who wishes to sell or lease his Unit Ownership to any person not related by blood or marriage to the owner shall give to the Board no less than thirty (30) days' prior written notice of the terms of any contemplated sale or lease, together with the name and address of the proposed purchaser or lessee. The members of the Board and their successors in office, acting on behalf of the other Unit Owners shall at all times have the first right and option to purchase or lease such Unit Ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, the owner (or lessee) may, at the expiration of said thirty-day period and at any time within sixty (60) days after the expiration of said period, contract to sell or lease such Unit Ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein.

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2. Gift. Any owner who wishes to make a gift of his Unit Ownership or any interest therein to any person or persons who would not be heirs at law of the owner under the Rules of Descent of the State of Illinois were he or she to die within ninety (90) days prior to the contemplated date of such gift, shall give to the Board not less than ninety (90) days' written notice, of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall at all times have the first right and option to purchase such Unit Ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein which the owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the owner and the Board. The Board's option to purchase the Unit Ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice.

3. Devise. In the event any owner dies leaving a will devising his or her Unit Ownership, or any interest therein, to any person or persons not heirs-at-law of the deceased owner under the Rules of Descent of the State of Illinois, and said will is admitted to probate, the members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit Ownership or interest therein either from the devisee or devisees thereof named in said will or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein devised by the deceased owner, and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. The Board's right to purchase the Unit Ownership or interest therein at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased owner is empowered to sell, and shall expire ten (10) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option

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periods. Nothing herein contained shall be deemed to restrict the rights of the members of the Board, acting on behalf of the other Unit Owners, or their authorized representative, pursuant to authority given to the Board by the owners as hereinafter provided, to bid at any sale of the Unit Ownership or interest therein of any deceased owner which said sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased owner's estate which contains his or her Unit Ownership or interest therein.

#### 4. Involuntary Sale.

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

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

5. Consent of Voting Members. The Board shall not exercise any option hereinabove set forth to purchase any Unit Ownership or interest therein, or transfer its rights to any single Unit Owner or group of Unit Owners, without the prior written consent of the Voting Members holding at least two thirds (2/3) of the voting rights in the Association, and whose Unit Ownerships are not the subject matter of such option. The Board may bid to purchase a Unit Ownership or interest therein at any sale held pursuant to an order or direction of a court upon the prior written consent of the aforesaid Voting Members, which consent shall set forth a maximum price which the Board is authorized to bid and pay for said Unit Ownership or interest therein.

6. Release or Waiver of Option. Upon the written consent of four of the Board members, any of the options contained in this Article VIII may be released or waived and the Unit Ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

7. Proof of Termination of Option. A certificate executed and acknowledged by the acting secretary of the Board stating that the provisions of this Article VIII as hereinabove set forth have been met by an owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the owners in favor of all

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persons who rely thereon in good faith, and such certificate shall be furnished to any owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00).

## 8. Financing of Purchase Under Option.

(a) Acquisition of Unit Ownership or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each owner in the ratio that his percentage of ownership in the Common Elements as set forth in Exhibit "B" bears to the total of all such percentages applicable to units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in paragraph (g) of Article VI.

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

9. Title to Acquired Interests. Unit Ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the members of the Board of Managers and their successors in office, or such nominee as they shall designate, for the benefit of all the owners. Said Unit Ownerships or interests therein shall be sold or leased by the members of the Board in such manner as the Board shall determine. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each owner in the same proportion in which the Board could levy a special assessment under the terms of paragraph 8 (a) of this Article.

## ARTICLE IX

### DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

1. Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event, within thirty (30) days after said damage or destruction, the Unit Owners elect either to sell the Property as hereinafter provided in Article X or to withdraw the Property from the provisions of this Declaration and from the provisions of the Act, as therein provided, then such repair, restoration or reconstructions shall not be undertaken.

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2. Insufficient Insurance. In the event the Property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay for the cost of repair, restoration or reconstruction, then:

(i) If more than half of the Unit on the Property are rendered uninhabitable, then within 180 days from the date of damage or destruction, either the Unit Owners and all other parties in interest shall voluntarily provide for the reconstruction, repair and restoration of the damage, or shall otherwise voluntarily agree on the disposition of the Property, or the Board shall effectuate a withdrawal of the undamaged portion of the Property, (as hereinafter provided), or the common ownership and partition provisions of the Act shall apply.

(ii) If fewer than half of the Units on the Property are rendered uninhabitable, then the repair, reconstruction and restoration of the damage may be required upon the affirmative vote of three fourths (3/4) of the membership interests voting at a meeting called for that purpose. Such meeting shall be called upon the first to occur of thirty (30) days after the first adjustment of insurance claims and ninety (90) days after the date of the damage or destruction; and at such meeting the Board shall present its estimate of the cost of repair, reconstruct and restoration, together with its estimate of the amount of additional assessments to each Unit Owner. If the requisite vote for reconstruction shall fail, then disposition of the matter shall be made as if more than half the Units were rendered uninhabitable.

(iii) Unless the Unit Owners authorize the reconstruction, repair and restoration of the damage facilities to proceed, as an additional alternative the Board may within 180 days after the date of loss or damage determine which portion of the Property can be practicably retained as a structurally sound, and architecturally cohesive and usable project; and all Units not included therein may be withdrawn from the Act and from this Declaration, and any amendments thereto. All insurance proceeds and other funds available shall be allocated among the withdrawing and remaining Unit Owners equitably, which need not necessarily be on the basis of ownership of Common Elements. Any plan of allocation approved by three fourths (3/4) of each group of Unit Owners, those withdrawing and those not withdrawing, shall be conclusive upon all parties. Upon withdrawal of any Unit, the ownership in the Common Elements shall be reallocated among the remaining Unit Owners on the basis of the percentage of interest of the remaining Units (and on the basis of market value for partially withdrawn Units as determined by the Board), the responsibility of the Unit Owners of the withdrawn Units for future assessments and obligation hereunder shall cease, and all excess insurance of other proceeds available as a result of the withdrawal shall be distributed in accordance with the interests of the of those entitled to their use. The Board or the appropriate officers of the Association shall have the right to execute and record such documentation as shall be necessary or appropriate to evidence or confirm the aforesaid withdrawal of Units and the rights of the remaining Unit Owners, and all remaining and withdrawing Unit Owners shall fully cooperate with the Board in connection therewith. Any assessments upon the remaining Unit Owners to effectuate such withdrawal and restoration of the remainder of the Property shall require the approval of three fourths

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(3/4) of the membership interests of the Unit Owners whose Units are not withdrawn, to the extent voting at a meeting called for that purpose.

3. Repair, restoration or reconstruction of the improvements as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

## ARTICLE X

### VOLUNTARY SALE OF THE PROPERTY

The Owners by affirmative vote of a least seventy-five percent (75%) of the voting rights in the Association, may elect to sell the Property as a whole at any meeting called for that purpose. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments, and to perform all acts in such manner and form as may be necessary to effect such sale; provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto and with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any as unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Owner and the Board may each select an appraiser, and two so selected shall select a third, and the fair market value, as determined by a majority of the three so selected shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. In making such appraisal the appraiser shall disregard any increment or detriment to the value of the interest of the objecting party resulting from the availability or possibility of the proposed sale of the Property.

## ARTICLE XI

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

1. Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding section: (a) to enter upon the property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

2. Involuntary Sale. If any owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants or restrictions or provisions of

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this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur repeatedly during any 30-day period after written notice or request to cure such violation from the Board, then the Board shall have the power to issue to the defaulting owner a 10-day notice in writing to terminate the rights of the said defaulting owner to continue as an owner and to continue to occupy, use or control his unit and thereupon an action in equity may be filed by the members of the Board against the defaulting owner for a decree of mandatory injunction against the owner or occupant or, subject to the prior consent in writing of any mortgagee having a security interest in the Unit Ownership of the defaulting owner, which consent shall not be unreasonably withheld, in the alternative a decree declaring the termination of the defaulting owner's right to occupy, use or control the unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and to immediate possession of the unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

## ARTICLE XII

### ASSOCIATION

Formation of Association. There has been incorporated a not for profit corporation under the laws of the State of Illinois called "Ramar House Condominium" to facilitate administration and operation of the Property. Every Owner shall be a member of the Association, which membership shall terminate upon the sale or other disposition by such member of his Unit Ownership, at which time the new owner shall automatically become a member therein.

The Board of Managers may designate said Association as manager of the property and delegate to it all of the powers and authority conferred upon said Board by this Declaration, except such power and authority, if any, as may by law be non-delegable.

## ARTICLE XIII

### GENERAL PROVISIONS

1. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or



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required by this Declaration to be given to the owner or owners whose Unit Ownership is subject to such mortgage or trust deed.

2. Notices required to be given to said Board or the Association may be delivered to any member of the Board or officer of the Association either personally or by mail addressed to such member or officer at his unit.

3. Notices required or permitted to be given to the Unit Owners, may be delivered either personally or by mail addressed to such Unit Owner at his last known address appearing on the records of the Association, or electronically, if the Unit Owner has provided written consent authorizing such electronic delivery.

4. Notices required to be given any devisee or person representative of a deceased owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

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

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

7. The provisions of Article III, Article VI, Section 5 of Article VIII, and this paragraph 7 of Article XIII of this Declaration, may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, all of the owners and all mortgagees having bona fide liens of record against any Unit Ownerships. 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 Board, the owners having at least 3/4ths of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recordation of such instrument in the Offices of the Recorder of Deeds and Registrar of Title of Cook County, Illinois; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the "Condominium Property Act".

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

9. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one years after the death of the survivor of the now living lawful descendants of Barack Obama, President of the United States.

10. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium apartment development.

11. In the event title to any Unit Ownership is conveyed to a land titleholding trust under the terms of which all powers of management, operation and control of the trust property remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No liability shall be asserted against any such titleholding trustee personally for payment of any claim, lien or obligation or for the performance of any agreement, covenant or undertaking hereby created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part thereon, but the amount thereof shall continue to be a charge or lien upon the Unit Ownership notwithstanding any changes in the beneficial interest of any such trust or transfers of title to such Unit Ownership.

12. Exculpation of Board Members. Neither the Board nor any person exercising the powers of the Board, nor the Association, shall be liable to the Unit Owners for any mistake of judgment, or any acts of omissions made in good faith. The Unit Owners shall indemnify and hold harmless each of the persons described above against all contractual liability to others arising out of contracts made by them on behalf of the Unit Owners or the Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such persons shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners or the Association, nor for injury to persons or damage to or loss of property, wherever located and however caused, under claims arising in whole or in part as a result of their membership on the Board. The liability of any Unit Owner arising out of any contract made by such persons or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each Agreement made by such persons or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such person or the managing agent, as the case may be, as agents for the Unit Owners or for the Board or Association.

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APPROVED THIS 18 DAY OF February 2016, BY THE BOARD OF MANAGERS FOR RAMAR HOUSE CONDOMINIUM

Regina Bradley  
Cady Johnson

David Nolan  
Vaughan Baines  
[Signature]

BEING AT LEAST 2/3 THE BOARD OF MANAGERS FOR RAMAR HOUSE CONDOMINIUM.

Property of Cook County Clerk's Office

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## EXHIBIT A LEGAL DESCRIPTION

### RAMAR HOUSE CONDOMINIUM

UNITS A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-9, C-10, D-1, D-2, D-3, D-4, D-5, D-6, D-7, D-8, D-9 AND D-10 AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 6 AND 7 IN BLOCK 14 IN RAILROAD ADDITION TO TOWN OF HARLEM IN SOUTH EAST  $\frac{1}{4}$  OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM. RECORDED AS DOCUMENT 19344851 RE-RECORDED AS DOCUMENT 19532272 AND FILED AS DOCUMENT LR2224347 RESPECTIVELY; TOGETHER WITH THEIR UNDIVIDED INTEREST IN THE COMMON ELEMENTS ALL IN COOK COUNTY, ILLINOIS.

Common Address: 7251 West Randolph Street  
Forest Park, IL 60130

Permanent Index Number: 15-12-420-015-1001  
Through and including: 15-12-420-015-1038

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## EXHIBIT B PERCENTAGE OF OWNERSHIP INTEREST

<u>Unit</u>	<u>% Interest</u>
A-1	2.81
A-2	2.81
A-3	2.57
A-4	2.30
A-5	2.30
A-6	2.46
A-7	2.81
A-8	2.81
B-1	2.87
B-2	2.54
B-3	2.65
B-4	2.62
B-5	2.35
B-6	2.35
B-7	2.52
B-8	2.81
B-9	2.54
B-10	2.62
C-1	2.92
C-2	2.60
C-3	2.68
C-4	2.68
C-5	2.41
C-6	2.41
C-7	2.57
C-8	2.87
C-9	2.60
C-10	2.68
D-1	2.97
D-2	2.65
D-3	2.73
D-4	2.73
D-5	2.46
D-6	2.46
D-7	2.54
D-8	2.92
D-9	2.65
D-10	2.73

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EXHIBIT C  
AMENDED AND RESTATED BY-LAWS  
OF RAMAR HOUSE CONDOMINIUM

(A NOT-FOR-PROFIT CORPORATION)

**ARTICLE I**  
ORGANIZATION

An Association of the Unit Owners of the Property has been organized and incorporated. The Association shall be responsible for the overall administration of the Property through its Board of Directors, and shall have and exercise all powers necessary or convenient for the purposes for which it is formed to the extent not inconsistent with law or this Declaration. The Association shall have all of the powers of an Illinois not-for-profit corporation which are not inconsistent with the Act. The Association is called "Ramar House Condominium". Every Unit Owner shall be a member therein, which membership shall terminate upon the sale or other disposition by such member of his Unit Ownership, at which time the new Owner shall automatically become a member therein. The terms and definitions contained in the Declaration are hereby defined and used in these By-Laws as they have been defined and used in the Declaration. If there shall be any conflict between the provisions of the Declaration and these By-Laws, the provisions of the Declaration shall control.

**ARTICLE II**  
PURPOSE

The purpose of this corporation is to act on behalf of its members collectively as their governing body with respect to the administration, maintenance, repair and replacement of certain property which has been submitted to the provisions of the Condominium Property Act of Illinois known as Ramar House Condominium and as such, to own and acquire any real estate or interest or rights therein or appurtenant thereto and any and all personal property in connection therewith as may be incidental or necessary to such purpose, all on a non-profit basis consonant with the provisions of its Articles of Incorporation.

**ARTICLE III**  
MEMBERSHIP

Section 1. Eligibility. Except as may be otherwise specifically provided herein, the members of the Association shall consist solely of the respective Unit Owners in the Property. All current and future Unit Owners automatically become and are deemed members of the Condominium Association for all purposes. Continuing membership in the Condominium Association shall be mandatory and automatically shall terminate at such time as such Unit Owner is divested of title to the Unit in respect of which he is a member, at which time the new Owner of such Unit automatically shall become a member.

Section 2. Members' Voting Rights.

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(a) There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Owners ("Voting Member"). The Voting Member shall be the Owner of such Unit. A Unit Owner may vote by proxy executed in writing by the Unit Owner or by his duly authorized attorney in fact. The proxy must bear the date of execution and, unless the condominium instruments or the written proxy itself provide otherwise, the proxy is invalid after 11 months from the date of its execution. The designation of Voting Member or proxy shall be revocable at any time by written notice to the Board by the designator, or by actual notice to the Board of the death or judicially declared incompetency of any designator or designators, as the case may be. Where there is more than one Unit Owner of a Unit, if only one of the multiple owners is present at a meeting of the Association, he or she shall be entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There is majority agreement when any one of the multiple owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit. The total number of votes ("Eligible Votes") of all Voting Members shall be one hundred (100) and each Voting Member shall be entitled to the number of votes equal to the percentage of ownership in the Common Elements applicable to the Unit or Units represented by such Voting Member as set forth on Exhibit "B" to the Declaration.

(b) Notwithstanding the foregoing, when thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the Eligible Votes, any percentage vote specified herein or in the Declaration shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

## ARTICLE IV

### MEETINGS OF MEMBERS

Section 1. Meetings of the membership shall be held at the property at 7251 West Randolph Street, Forest Park, Illinois, or at such other place in Cook County, Illinois, as may be specified in the Notice of Meeting.

Section 2. There shall be an annual meeting of the Unit Owners on the first Tuesday of January of each year at 7:30 P.M. on the Property, or at such other reasonable place or time (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Unit Owners not less than ten (10) days prior to the date fixed for said meeting. At such meeting there shall be elected by ballot, the members of a Board of Directors in accordance with the provisions of ARTICLE V of these By-Laws. The members shall also transact such other business as may properly come before them.

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Section 3. Special Meetings. Special meetings of the Unit Owners may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Unit Owners, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President, a majority of the Board, or by the Voting Members representing at least twenty (20%) percent of the Units delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

Section 4. Notice. It shall be the duty of the Secretary, or upon his failure or neglect, then of any officer or member, to personally deliver or mail to each member a notice of each Annual or Special Meeting stating the purpose, the time, and place thereof. Written notice of any membership meeting shall be mailed or delivered giving Unit Owners no less than ten (10) and no more than thirty (30) days' notice of the time, place, and purpose of such meeting. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board. Notices shall be effective upon mailing.

Section 5. Quorum. The presence, in person or by proxy, of twenty percent (20%) of the Unit Owners, at any meeting of the Voting Members shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Association at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. Any Owner in writing may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Association without a meeting.

Section 6. If at any meeting of members a quorum shall not be in attendance, those members who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time at which the original meeting was called.

Section 7. Voting. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the members. The total number of votes to be cast shall be 100 and each Unit Owner shall be entitled to the number of votes, or percentages thereof, equal to the percentage of such Unit Owner's ownership in the Common Elements as set forth in Exhibit B attached to the Declaration of Condominium Ownership.

Section 8. Special Vote. Matters subject to the affirmative vote of not less than two-thirds (2/3) of the votes of Unit Owners at a meeting duly called for that purpose shall include, but not be limited to: (1) merger or consolidation of the Association; (2) sale, lease, exchange, 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 of Units on behalf of all Unit Owners.



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## ARTICLE V BOARD OF DIRECTORS

Section 1. The affairs of the Association shall be governed by a Board of Directors. Such governing body shall constitute the governing body referred to in the Condominium Property Act of the State of Illinois as the "Board of Managers" and shall consist of five (5) persons. Directors shall be elected from among the Unit Owners; or if a Unit Owner shall be a corporation, partnership or trust, then an officer, partner or beneficiary of such unit may qualify as a Director.

Section 2. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the corporation and shall have all powers and duties referred to in the Declaration and in the General Corporation Not For Profit Act of the State of Illinois, and may do all such acts and things provided by the Condominium Property Act of the State of Illinois to be done by a Board of Managers or by the Unit Owners collectively, except such acts or things as are by law or by these By-Laws or by the Declaration directed to be exercised and done by the members individually.

Section 3. At each annual meeting, the Voting Members shall, by a majority of the total votes present at such meeting, elect a Board of Managers for the forth-coming year, consisting of five (5) Owners, all of whom must reside on the property. Three (3) members shall constitute a quorum. Members of the Board shall serve, without compensation, for a term of one (1) year or until their successors are elected. Vacancies in the Board may be filled by unanimous vote of the remaining members thereof. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists.

Section 4. Any Board member may be removed from office by affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose. A successor, to fill the unexpired term of a Board member removed, may be elected by majority vote of the Voting Members at the same meeting or any subsequent meeting called for that purpose.

Section 5. Vacancies in the Board of Directors. The remaining members of the Board may fill a vacancy on the Board by a two-thirds (2/3) vote until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for the purpose of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting.

Section 6. All meetings of the Board of Directors shall be open to any Unit Owner except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and

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regulations of the Association or a Unit Owner's unpaid share of Common Expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings or portions thereof required to be open by tape, film, or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of such meetings shall be mailed or delivered to Board members at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. In addition, copies of notices of meetings of the Board shall be posted in entranceways, elevators, or other conspicuous places in the condominium at least forty-eight (48) hours prior to the meeting of the Board except where there is no common entranceway for seven (7) or more Units, the Board may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted. Special meetings of the Board can be called by the President or twenty-five percent (25%) of the members of the Board upon not less than forty-eight (48) hours' notice to all Board Members and to all Voting Members. A majority of the members of the Board shall constitute a quorum at any meeting. The Board shall act at meetings by majority vote.

Section 7. Compensation. Board Members shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted at a meeting of the Voting Members. Out-of-pocket costs necessarily incurred, such as stationery, postage and other similar items, may be appropriately advanced or reimbursed to Board Members. Nothing herein contained shall prohibit the Board from hiring or retaining and compensating a Board Member for any proper purpose in some other capacity, provided that such retention and compensation shall be on reasonably competitive terms.

Section 8. Contracts. The Board may not enter into a contract with a current Board member or with a corporation or partnership in which a Board member or a member of the Board member's immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Unit Owners, for an election to approve or disapprove the contract. Such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this provision, a Board member's immediate family means the Board member's spouse, parent, and children.

Section 9. Determination Of Board To Be Binding. Matters of dispute or disagreement solely among and affecting Owners, Owner-Participants or Occupants relating to the Property or with respect to interpretation or application of the provisions of the Declaration or these By-Laws shall be determined by the Board, which determination shall be final and binding on all concerned.

## ARTICLE VI OFFICERS

Section 1. The Board shall elect from among its members a President, a Vice President, a Secretary and a Treasurer, which officers shall be elected at each Annual Meeting of the Board of Directors.

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Section 2. The officers of the Association shall be:

(a) The Board shall elect a President from among the Board who shall preside over the meetings of the Board and of the Unit Owners. The President shall be the chief executive officer of the Condominium Association. He shall act as Chairman of all meetings of the voting Members and of the Board and shall preside at all meetings of the voting Members and of the Board. He shall have all the general powers and duties which are usually vested in the office of the President of a corporation, including, but not limited to, the power to appoint committees from the membership from time to time as in his discretion he may decide it appropriate to assist in the conduct of the affairs of the Condominium Association. He shall also mail and receive all notices and execute all amendments to condominium instruments as provided in the Act and in the Declaration and these By-Laws.;

(b) In the absence of the President or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and, when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board;

(c) The Board shall elect a Secretary from among the Board, who shall keep the minutes of all meetings of the Board and of the Unit Owners and who shall, in general, perform all the duties incident to the Office of Secretary. The Secretary of the Association is hereby designated as the person to mail and receive all notices as provided for in the Condominium Property Act and in this Declaration. Unless otherwise provided by the Condominium Property Act, amendments to the condominium instruments authorized to be recorded shall be executed and recorded by the President of the Association or such other officer authorized by the Board. The Secretary (1) shall have the responsibility to keep minutes of all meetings of the Board, and the minutes of all meetings of Voting Members, (2) shall have the custody of the seal of the Condominium Association, (3) shall have charge of the membership books and such other books and papers as the Board may direct, (4) shall serve all notices to be served in behalf of the Condominium Association or the Board unless directed otherwise by the Board, and (5) in general shall perform all duties incident to the office of Secretary; provided, however, that the Secretary may delegate the performance of any duty or duties to such person or persons as the Board may approve from time to time;

(d) The Board shall elect a Treasurer from among the Board, who shall keep the financial records and books of account. The Treasurer shall be responsible for (1) the control, accounting and bookkeeping of funds and securities, (2) keeping full and accurate records of all receipts and expenditures in books belonging to the Condominium Association, and (3) the deposit of all monies and securities in the name and for the credit of the Condominium Association in such depositories as from time to time the Board may designate, and in general shall perform all of the duties incident to the office of Treasurer; provided, however, that the Treasurer may delegate the performance of any duty or duties

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to such person or persons, or any managing agent, as the Board may approve from time to time.

## **ARTICLE VII** FISCAL MANAGEMENT

Section 1. The fiscal year of the Corporation shall begin on the first day of January each year. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors.

## **ARTICLE VIII** COMMITTEES

Section 1. The President may appoint such committees as may be deemed necessary to assist the Board in all its functions.

Section 2. Such committee appointees as may be appointed under the previous section shall cease their term of office upon the expiration of the term of office of the President making such appointment.

## **ARTICLE IX** AMENDMENTS

Except as otherwise provided for in the Declaration these By-Laws may be amended or modified at any Annual Meeting or any Special Meeting called for such purpose by the action or approval of Unit Owners owning more than fifty (50%) percent of the Common Elements. Any such amendments or modifications shall become effective upon recording such amendment or modification as above set forth, provided, however, no provision in these By-Laws may be amended so as to conflict with the Declaration or the Act.

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## EXHIBIT D AFFIDAVIT

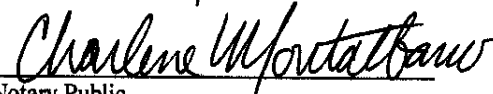
### AFFIDAVIT OF SECRETARY

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK         )

I, Carolyn Johnson, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers for the Ramar House Condominium Association, and as such Secretary and keeper of the books and records of said condominium. I further state that the foregoing Amended and Restated Declaration was approved by at least two-thirds (2/3) of the members of the Board of Managers of said condominium, at a meeting of the Board of Managers duly noticed and convened and held for that purpose on February 18, 2016, at which a quorum was present throughout and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect, and that a copy of the foregoing Amended and Restated Declaration either was delivered personally to each unit owner at the Association or was sent by regular mail, 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 state 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 Amended and Restated Declaration.

  
Secretary of the Ramar House Condominium Association

SUBSCRIBED AND SWORN to before me  
this 28 day of April, 2016

  
Notary Public

