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Cook County Recorder of Deeds
Date: 06/22/2016 10:51 AM Pg: 1 of 52

**Kovitz Shifrin Nesbit
175 North Archer Avenue
Mundelein, Illinois 60060
Attn: David M. Bendoff, Esq.**

**FIRST
AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR**

"IMPERIAL MANOR OF OAK PARK CONDOMINIUM"

WHEREAS, the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants (hereafter the "Declaration") for "Imperial Manor of Oak Park Condominium" (hereafter the "Association") was recorded on October 27, 1964 as Document No. 19286042 in the Office of the Recorder of Deeds of Cook County, Illinois against the Property legally described in Exhibit "A" attached hereto, and the Property has been submitted to the provisions of the Illinois Condominium Property Act ("Act"); and

WHEREAS, Section 27(b)(1) of the Illinois Condominium Property Act (the "Act"), 765 ILCS 605/27, provides a procedure for amending the Declaration to correct omissions and other errors in the Declaration. This section of the Act provides that, where there is an omission or error in the Declaration, By-Laws or other condominium instruments, the Association may correct the error or omission by an amendment in order to conform the instrument with the provisions of the Act. The Section 27(b) of the Act amendment may be adopted by a vote of two-thirds (2/3) of the members of the Board of Managers unless the Board of Managers' action is rejected by a majority of the votes of the Unit Owners at a meeting of the Unit Owners duly called for that purpose pursuant to a written petition of the Unit Owners having twenty percent of the votes of the Association filed within thirty (30) days after the action of the Board of Managers to approve such amendment; and

WHEREAS, provisions of the Act establish certain requirements which the Association is required by law to follow, and with which the present Declaration is in conflict; and

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WHEREAS, because of this conflict between the language of the Declaration and the Act, there is the likelihood that confusion, illegal action, or litigation could result imposing needless financial expense on the Association and individual unit owners and possibly also calling into question the validity of actions of the Board of Managers of the Association; and

WHEREAS, the Section 27(b) of the Act amendments to the Declaration were approved by at least two-thirds (2/3) of the members of the Board of Managers of the Association at a duly called meeting held May 10, 2016; and

WHEREAS, the Board of Managers of the Association has given written notice of its action to all unit owners according to the procedures set forth in the Act, and the requisite number of unit owners failed to submit a written petition to the Board of Managers within thirty days of the Board of Managers' action, as provided by Section 27(b)(3) of the Act;

WHEREAS, the Board recognizes the burden and practical difficulty on the Board and the Owners and others in reviewing, consulting and referring to the Declaration, and the Section 27(b) of the Act amendments; and

WHEREAS, the Board desires to prepare, and has caused to be prepared, a single document consolidating the Declaration and the Section 27(b) of the Act amendments into one document (hereafter referred to as the "First Amended And Restated Declaration"), to provide the Board, Owners and others with a convenient document that restates the substantive provisions of the Declaration and reflects the accumulated Amendments for ease of reference; and

WHEREAS, the First Amended And Restated Declaration truly and accurately reflects the Declaration as amended from time to time, and the Board desires to record the First Amended And Restated Declaration in order to memorialize all of the foregoing action.

NOW THEREFORE, in furtherance of the foregoing recitals, the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for "Imperial Manor of Oak Park Condominium" is hereby amended and restated in accordance with the following.

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AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
"IMPERIAL MANOR OF OAK PARK CONDOMINIUM"

THIS IS AN AMENDED AND RESTATED DECLARATION OF THE DECLARATION originally made and entered into by OAK PARK NATIONAL BANK, a National Banking Association, as Trustee under Trust Agreement dated August 1, 1963, and known as Trust No. 6250, and not individually, for convenience hereinafter referred to as the "Trustee":

WITNESSETH: THAT

WHEREAS, the Trustee is the owner of the following described real estate located in the Village of Oak Park, County of Cook and State of Illinois and described as:

Lots 5, 6 and 7 in Block 2 in Central Subdivision of part of the West 1/2 of the Southwest 1/4 of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois,

and

WHEREAS, the Trustee is further desirous of establishing for its own benefit and for the mutual benefit of all future owners or occupants of the property, or any part thereof, which shall be known as "IMPERIAL MANOR OF OAK PARK CONDOMINIUM", certain easements and rights in, over and upon said premises and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the Trustee desires and intends that the unit owners, mortgagees, occupants, and all other persons hereafter acquiring any interest in said development shall at all times enjoy the benefits of, and shall hold their interest subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of such development and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

NOW, THEREFORE, the OAK PARK NATIONAL BANK, a National Banking Association, as Trustee aforesaid and not individually, as the owner of the real estate

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hereinbefore described, and for the purposes above set forth, DECLARES AS FOLLOWS.

ARTICLE I.

DEFINITIONS

For the purpose of establishment of meaning and providing clarity the following terms used in this Declaration are defined as follows:

- A. PARCEL means the lot or lots, tract or tracts of land described in the Declaration.
- B. PROPERTY means all the land, property and space comprising the parcel, all improvements and structures erected, constructed or contained therein or thereon, including the building and all the easements, rights and appurtenances belonging thereto and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the unit owners.
- C. UNIT means a part of the property including one or more rooms occupying one or more floors or a part or parts thereof, designed and intended for a one-family dwelling and having lawful access to a public way.
- D. COMMON ELEMENTS means all portions of the property except the units.
- E. PERSON means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- F. UNIT OWNER means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit.
- G. DECLARATION means the instrument by which the real estate is submitted to the provisions of the Condominium Property Act of Illinois, and such Declaration as from time to time amended.
- H. MAJORITY OR MAJORITY OF UNIT OWNERS means the owners of more than fifty percent (50%) in the aggregate in interest of the undivided ownership of the common elements; any specified percentage of the unit owners means such percentage in the aggregate in interest of such undivided ownership.
- I. PLAT means a plat or plat of survey of the parcel and of all units in the property, which may consist of a three-dimensional horizontal and vertical delineation of all such units.
- J. ACT means the CONDOMINIUM PROPERTY ACT of the State of Illinois.

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- K. **ELECTRONIC TRANSMISSION** means 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.
- L. **ACCEPTABLE TECHNOLOGICAL MEANS** includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, or electronic mail.

ARTICLE II.

UNITS

1. Description and Ownership. All units shall be legally described by the identifying number or symbol as shown on the plat of survey which is attached hereto and incorporated as Exhibit "A". Each unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth with respect to such unit in Exhibit "A".

ARTICLE III.

COMMON ELEMENTS

1. Description. The common elements shall include, but not by way of limitation, the land, all stairways, halls, lobbies, corridors, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, and such component parts of the floors, walls and ceilings which are not located within the unit. No owner shall own any pipes, wires, conduits, public utility lines or structural components running through his unit except as a tenant in common with all other owners.

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 set forth in Exhibit "B" which is attached hereto and incorporated by reference.

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3. Partition. The common elements shall except as provided in Paragraph (j) of Article VI. hereof remain undivided, and no unit owner shall bring any action for partition or division of the common elements. Any covenant or agreement to the contrary shall be void. However, if any unit ownership shall be owned by one or more co-owners as tenants in common or 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. 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 effect 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.

2. Easements. (a) 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 the building and adjoining his 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) 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.

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(c) 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.

3. Parking Area. The parking area on the parcel shall be part of the common elements. There shall be a parking space designated for each unit owner. The Board of Directors of the Association, hereinafter provided for, shall issue a designated parking space to the unit owner, which parking space shall be subject to the rules and regulations as promulgated by such Board. However, the Board shall not, without the consent of the unit owner affected thereby, change or withdraw an allocated parking space.

4. Storage Areas. The storage areas in the building outside of the respective Unit shall be part of the common elements and shall be allocated for the respective Unit owners in such manner and subject to such rules and regulations as the Board may prescribe.

5. Balconies. Each Unit owner shall be entitled to the exclusive use and possession of the balcony or balconies directly outside of and adjoining the respective Unit owned by such Unit owner as located and shown on the plat, subject to the provisions of this Declaration and the By-Laws and the rules and regulations of the Association.

ARTICLE V.

THE ASSOCIATION

1. Formation. The Trustee has caused to be incorporated a non-profit corporation under the laws of the State of Illinois known as "IMPERIAL MANOR OF OAK PARK CONDOMINIUM", or some similar name, (hereinafter referred to as "Association"). The responsibility of the Association shall be to administer the property, approve the annual budget, provide for and collect monthly assessments, and arrange for the management of the property. Every owner shall become a member therein, which membership shall terminate upon the sale or other disposition by such member of his unit, at which time the new owner shall automatically become a member therein. The Association shall have one class of membership.

2. Voting Rights. There shall be one voting member for each unit ownership. Such voting member may be the owner or 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

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proxy on his or their behalf and who need not be an owner. Such designation shall be made in writing to the Board of Directors (hereinafter referred to as the "Board") of the Association, 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 so designating. 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. 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 of all voting members shall be 100. Voting shall be on a percentage basis. The percentage vote to which each Unit is entitled is the percentage interest of the undivided ownership of the Common Elements appurtenant thereto. Trustee shall be the voting member with respect to any unit ownership owned by the Trustee.

3. Meetings. (a) The presence, in person or by proxy, of twenty percent (20%) of the Unit Owners at any meeting of the Association shall constitute a quorum unless the Unit Owners holding a majority of the percentage interest in the Association provide for a higher percentage, provided that in voting on amendments to the Association's bylaws, a Unit Owner who is in arrears on the Unit Owner's regular or separate assessments for sixty (60) days or more, shall not be counted for purposes of determining if a quorum is present, but that Unit Owner retains the right to vote on amendments to the Association's bylaws. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

(b) Annual Meeting. The Unit Owners shall hold an annual meeting, one of the purposes of which shall be to elect members of the Board. The first meeting of the Association shall be held upon ten (10) days' written notice given by the Association when at least 15 of the units have been sold. Thereafter, there shall be an annual meeting of the members on the first Wednesday of March of each succeeding year at 7:30 P.M. in the building, 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.

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(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 a majority of the Board, or by the voting members having one-third (1/3) of the total votes and 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.** 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.

5. **Board of Directors.** (a) At each annual meeting, the voting members shall, by a majority of the total votes present at such meeting, elect a Board of Directors for the forthcoming year, consisting of five (5) owners, all of whom must be unit owners. 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 Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. Board members may participate in and act at any meeting of the Board of Managers in person, by telephonic means, or by use of any acceptable technological means whereby all persons participating in the meeting can communicate with each other; that participation constitutes attendance and presence in person at the meeting.

(b) 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 annual or special meeting of the Association 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.

(c) The By-Laws of the Association are attached hereto as Exhibit "C".

(d) The Board of Directors of the Association shall be deemed to be the "Board of Managers" for the unit owners referred to the Condominium Property Act and in this Declaration, and such powers herein granted to, and such duties herein imposed upon, the Board or the members thereof shall be deemed to be granted and imposed

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upon the Board and its members in such capacity as the situation requires, it being the intention hereof to comply in every respect with the requirements of said Act.

6. General Powers of the Association. The Association, 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) (i) 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 the Units, and the proceeds thereof shall be payable to the Board of Managers, as Trustees for each of the unit owners in the percentages established in Exhibit "B", insuring the owners, and their mortgagees, as their interests may appear. 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 (1) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise determined by the Board, the bare walls, floors, and ceilings of the Unit, (2) providing coverage for special form causes of loss, and (3) 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

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cabinets installed by Unit Owners, or any other additions, alterations, or upgrades installed or purchased by any Unit Owner.

(ii) Comprehensive Public Liability insurance, in such limits as it shall deem desirable, and Workmen's Compensation insurance, and other liability insurance as it may deem desirable, insuring each Unit owner and the Association, the Board of Directors, Manager and Managing Agent from liability in connection with the common elements. 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 respective employees and agents and all persons acting as agents. The Unit Owners must be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.

(iii) Property and general liability insurance policies required to be carried by the Association must include each of the following provisions:

(1) 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.

(2) 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.

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

(iv) 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

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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.

(v) 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.

(vi) 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.

(vii) 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 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.

(viii) 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, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

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(c) The Association shall obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund. All management companies that are responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond. The fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company.

(d) The services of any person or firm employed by the Association.

(e) Landscaping, gardening snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the common elements (but not including the interior surfaces of the unit 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 Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the common elements.

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

(g) 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 Association 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 Association by reason of said lien or liens shall be specially assessed to said owners

(h) Maintenance and repair of any unit if such maintenance or repair is necessary, in the discretion of the Association, to protect the common elements, or any other portion of the building, and the owner of said unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said owner or owners, provided that the Association shall levy a special assessment against such unit owner for the cost of said maintenance or repair.

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(i) The Association or its agents may enter any unit when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Association, at the expense of the maintenance fund.

(j) The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital addition or improvement (other than for the 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 (\$1000) nor shall the Association authorize any structural alterations, capital addition to, or capital improvements of the common elements requiring an expenditure in excess of One Thousand Dollars (\$1,000), without in each case the prior approval of the voting members holding a majority of the total votes.

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

ARTICLE VI.

ASSESSMENTS - MAINTENANCE FUND

(a) Each Unit Owner shall receive, at least twenty-five (25) days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes. Each year on or before December 1st, the Association 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 Association to be necessary for a reserve for contingencies and replacements, and shall on or before December 19th notify each owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be 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 1st of the ensuing year, and the 1st of each and every month of said year, each owner shall be obligated to pay to the Association or as it may direct 1/12th of the assessment made pursuant to this paragraph. The Board shall annually supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the

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amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over 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. 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.

(b) (i) Except as provided in subsection (iii) 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 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.

(ii) 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.

(iii) 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 (i) above or item (iv) 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.

(iv) 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.

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

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considered and authorized in the first fiscal year in which the assessment is approved.

(vi) The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditure 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 nonpayment of any owner's assessment, the Association may at any time levy a further assessment, which shall be assessed to the owners according to each owner's percentage of ownership in the common elements. The Association shall serve notice of such further assessment on all owners by a statement in writing giving the full 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.

(c) When the first Board elected hereunder takes office, the Association shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the owners during said period as provided in paragraph (a) of this Article.

(d) The failure or delay of the Association 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.

(e) (i) The Board of Managers of the Association 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, By-Laws, and plats of survey, and all amendments of these;
- (2) the rules and regulations of the Association, if any;

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- (3) if the Association is incorporated as a corporation, the articles of incorporation of the Association and all amendments to the articles of incorporation;
- (4) minutes of all meetings of the Association and its Board of Managers for the immediately preceding 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 Unit Owners have obligations or liabilities;
- (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 of Managers; 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.

(ii) Any member of the Association shall have the right to inspect, examine, and make copies of the records described in subsections (1), (2), (3), (4), and (5) of subsection (i) of this Section, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Association's Board of Managers or its authorized agent, stating with particularity the records sought to be examined. Failure of the Association's Board of Managers to make available all records so requested within thirty (30) days of receipt of the member's written request shall be deemed a denial.

(iii) Except as otherwise provided in subsection (v) of this Section, any member of an Association shall have the right to inspect, examine, and make copies of the records described in subsections (6), (7), (8), and (9) of subsection (i) of this Section, in person or by agent, at any reasonable time or times but only for a proper purpose, at the Association's principal office. In order to exercise this right, a member must submit a written request, to the Association's Board of Managers or its authorized agent, stating with particularity the records sought to

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be examined and a proper purpose for the request. Subject to the provisions of subsection (v) of this Section, failure of the Association's Board of Managers to make available all records so requested within thirty (30) business days of receipt of the member's written request shall be deemed a denial; provided, however, if the Board of Managers of the Association has adopted a secret ballot election process as provided in the Act, it shall not be deemed to have denied a member's request for records described in subdivision (8) of subsection (i) of this Section if voting ballots, without identifying unit numbers, are made available to the requesting member within thirty (30) days of receipt of the member's written request.

In an action to compel examination of records described in subdivisions (6), (7), (8), and (9) of subsection (i) of this Section, the burden of proof is upon the member to establish that the member's request is based on a proper purpose.

(iv) 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.

(v) Notwithstanding the provisions of subsection (iii) of this Section, unless otherwise directed by court order, the Association need not make the following records available for inspection, examination, or copying by its 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 Managers 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 Managers in a court or administrative tribunal;
- (4) documents relating to common expenses or other charges owed by a member other than the requesting member; and

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

(f) All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the 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". Upon ten days' (10) notice to the Board of Directors and payment of a reasonable fee not to exceed Thirty Five Dollars (\$35.00), any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

(g) If an owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf or themselves and as representatives of all owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, 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 owner involved when payable and may be foreclosed as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the Condominium Property Act of Illinois; provided however, that encumbrances owned or held by any bank, insurance company or savings and loan association shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered unit which become due and payable subsequent to the date said encumbrancer either takes possession of the unit, accepts a conveyance of any interest therein, or files suit to foreclose his lien.

(h) In the event any lien exists against two or more units and the indebtedness secured by such lien is due and payable, the unit owner of any such unit so affected may remove such unit and the undivided interest in the common elements appertaining thereto from such lien by payment of the proportional amount of such indebtedness attributable to such unit. In the event such lien exists against the property, the amount of such proportional payment shall be computed on the basis of the percentage set forth in the Declaration. Upon payment as herein provided, it is the duty of the encumbrancer to execute and deliver to the unit owner a release of such unit and the undivided interest in the common elements appertaining thereto from such lien.

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(i) Amendment to this Article VI shall be 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. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common elements or abandonment of his or her unit.

(j) In the case of fire or any other disaster, the insurance proceeds, if sufficient to reconstruct the building, shall be applied to such reconstruction. Reconstruction of the building means restoring the building to substantially the same condition in which it existed prior to the fire or other disaster, with each unit and common elements having the same vertical and horizontal boundaries as before.

In the case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct the building and the unit owners and all other parties in interest, do not voluntarily make provision for reconstruction of the building within one hundred eighty days (180) from the date of damage or destruction, the Board of Directors may record a Notice setting forth such facts and upon the recording of such Notice:

- (1) the property shall be deemed to be owned in common by the unit owners;
- (2) the undivided interest in the property owned in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such owner in the common elements;
- (3) any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the unit owner in the property as provided herein; and
- (4) the property shall be subject to an action for partition at the suit of any unit owner, in which event the net proceeds of the sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the unit owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective shares of the unit owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner.

(k) The owners, by affirmative vote of at least 75% of the total vote, at a meeting of the unit owners duly called for such purposes, may elect to sell the property. Such action shall be binding upon all unit owners, and it shall thereupon become the duty of each unit owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided however, that any unit owner who did not vote to favor of such action and who has filed a written

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objection thereto with the Board of Directors within twenty (20) days after 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 or his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such unit owner.

ARTICLE VII.

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

(a) No part of the property shall be, used for other than housing and the common recreational 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 Association 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 of the building, or contents thereof, applicable for residential use, without the prior written consent of the Association. No owner than 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 will 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 Association.

(e) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in the 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 Association, 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 Association.

(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 negligently, which may be or become an annoyance or nuisance to the other owners or occupants.

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(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.

(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. The right is reserved by the Trustee, or its agent, to place "For Sale" or "For Rent" signs on any unsold or unoccupied units, and the right is hereby given to any mortgagee, who may become the owner of any unit, to place such signs on any unit owned by such mortgagee.

(k) Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Association.

(l) That part of the common elements identified in Exhibit "A" as "Parking Area" shall be used by the owners for parking purposes subject to provisions of Paragraph 3 of Article IV.

(m) The provisions of the Condominium Property Act, the Declaration, By-Laws and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease. With regard to any lease, the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-Unit Owner to comply with the leasing requirements prescribed by the Act or by the Declaration, By-Laws, and rules and regulations. The Board may proceed directly against a tenant, at law or in

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equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by a tenant of any covenants, rules, regulations or By-Laws.

(n) A Unit Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a Unit Owner under the Act, the condominium instruments, or rules and regulations of the Association; and such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void.

(o) **Flags.** Notwithstanding any provision in the Declaration, By-Laws, rules, regulations, or agreements or other instruments of the Association or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on or within the facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located. The Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and the Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located, but the Board may adopt reasonable rules and regulations regarding the location and size of flagpoles. As used herein, "American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component. "Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

ARTICLE VIII.

SALE, LEASING OR OTHER ALIENATION

1. **Sale or Lease.** Any owner other than the Trustee who wishes to sell or lease his unit ownership (or any lessee of any unit wishing to assign or sublease such unit) 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.

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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 or receipt of such notice. If said option is not exercised by Board within said thirty (30) days, the owner (or lessee) may, at the expiration of said thirty day (30) period and at any time within sixty (60) days after the expiration of said period, contract to sell or lease (or sublease or assign) such unit ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. In the event of a sale of a condominium unit by a Unit Owner, the Association shall not exercise any right of refusal, option to purchase, or right to disapprove the sale, on the basis that the purchaser's financing is guaranteed by the Federal Housing Administration.

2. Gift. Any owner other than the Trustee 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

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devisee or devisees thereof named in said will, or, if a power of sale is conferred by said will upon the personal representatives named therein, from the personal representatives 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 of 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 periods. Nothing herein contained shall be deemed to restrict the right 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 or 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 the 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 thirty day (30) period.

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

5. Consent of Voting Members. The Board shall not exercise any option hereinabove set forth to purchase any unit ownership or interest therein without the prior consent of seventy-five percent (75%) of the voting members whose unit ownerships are not the subject matter of such option. The members of the Board and their successors in office, acting on behalf of the other unit owners may bid to purchase at any sale of a unit ownership or interest therein which said sale is held pursuant to an order or direction of a court, upon the prior consent of seventy-five percent (75%) of the voting Members whose unit ownerships are not the subject matter of such option, which said consent shall set forth a maximum price which the Board is authorized to bid and pay for said unit 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 be 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 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 ownerships 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.

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(b) The Board, in its 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 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 Board for the benefit of the owners. 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.

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

1. Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Association or the breach of any covenant or provision herein contained, shall give the Association the right, in addition to the rights set forth in the next succeeding section:

(a) to enter upon the land 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, and the Trustee, or its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty in any manner of trespass; or

(b) to enjoin, abate, 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 this Declaration or the regulations adopted by the Association, and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Association, then the Association shall have the power, by action of a majority of its Board of Directors, 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 Association against the

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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 reacquiring 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, may 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, and the purchaser shall become a member of the Association in the place and stead of the defaulting owner.

ARTICLE X.

GENERAL PROVISIONS

1. If any provision of this Declaration or the By-Laws would otherwise violate the rule against perpetuities or any other rule, statute or law imposing time limits, then such provision shall be deemed to remain in effect only until the death of the last survivor of the now living descendants of Robert F. Kennedy, former Attorney General of the United States, plus twenty-one (21) years thereafter.

2. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any unit ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the owner or owners whose unit ownership in subject to such mortgage or trust deed.

3. Notices required to be given to the 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. 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 Act may be accomplished using the

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technology generally available at that time, subject to the provisions of the Act concerning use of technology.

4. Notices required to be given any devisee or personal 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 grantee of the Trustee, by the acceptance of a deed of conveyance, or purchaser under Articles of Agreement for Trustees 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 this 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 this Declaration may be changed, modified or rescinded by an instrument in writing setting forth any such change, modification or rescission, signed and acknowledged by the Association, the owners having at least seventy-five percent (75%) of the total votes and containing an affidavit by the President and Secretary of the Association 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 the recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois, provided, however, that no provision in this Declaration may be changed, modified or rescinded as to conflict with the provisions of the Condominium Property Act.

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. In the event title to any residential unit should be conveyed to a land titleholding trust, under which all powers or management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate

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under such trust, and the beneficiaries thereunder, from time to time, shall be liable for payment of any obligation, lien or indebtedness chargeable or created under this Declaration against such residential unit. No claim shall be made against any such titleholding trustee personally for payment of any claim, lien or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfers of beneficial interest or in the title to such real estate.

This Declaration is executed by OAK PARK NATIONAL BANK, as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee (and OAK PARK NATIONAL BANK hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein shall be construed as creating any personal liability on OAK PARK NATIONAL BANK.

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EXHIBIT "A"

PLAT OF SURVEY

Exhibit "A" is the Plat of Survey of the Parcel and of all Units in the Property submitted to the provisions of the Illinois Condominium Property Act, and is attached only to the original Declaration recorded with the Recorder of Deeds of Cook County, Illinois.

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EXHIBIT "B"

PERCENTAGE OF OWNERSHIP

<u>APARTMENT</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1A	3.640
1B	3.640
1C	3.640
1D	3.293
1E	3.293
1F	2.600
1G	2.600
1H	3.408
1K	3.408
1J	3.235
2A	3.697
2B	3.697
2C	3.697
2D	3.351
2E	3.351
2F	2.658
2G	2.658
2H	3.466
2K	3.466
2J	3.293

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EXHIBIT "C"

BY-LAWS

OF

IMPERIAL MANOR OF OAK PARK CONDOMINIUM

ARTICLE I

MEMBERS (UNIT OWNERS)

SECTION 1. The Unit Owners from time to time of the Condominium development located at 425 South Home Avenue, Oak Park, Illinois, and commonly known as IMPERIAL MANOR OF OAK PARK CONDOMINIUM, are members of the not for profit corporation organized under the provisions of the Illinois General Not For Profit Corporation Act and known as IMPERIAL MANOR OF OAK PARK CONDOMINIUM, which corporation is referred to in the Declaration to which these By-Laws are attached and made a part of, and hereinafter in these By-Laws, as "Association". Said Declaration of Condominium Ownership defines the various terms used herein.

SECTION 2. VOTING RIGHTS. There shall be one voting member for each unit ownership. Such voting member may be the owner or the group composed of all owners of a unit ownership, or may be some person designated by such owner or owners to act as proxy on his or then behalf and who need not be an owner. Such designation shall be made in writing to the Board of Directors (hereinafter referred to as the "Board") of the Association, 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 so designating. 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. 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 of all voting members shall be 100. Voting shall be on a percentage basis. The percentage vote to which each Unit is entitled is the percentage interest of the undivided ownership of the Common Elements appurtenant thereto.

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(a) Except as provided in subsection (b) in connection with Board elections, 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; to the extent the condominium instruments or rules adopted thereunder expressly so provide, a vote or proxy may be submitted by electronic transmission, provided that any such electronic transmission shall either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the Unit Owner or the Unit Owner's proxy;

(b) If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting as set forth in this subsection, Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting or (ii) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the Declaration, By-Laws, or rule. The ballots shall be mailed or otherwise distributed to Unit Owners not less than 10 and not more than 30 days before the election meeting, and the Board shall give Unit Owners not less than 21 days' prior written notice of the deadline for inclusion of a candidate's name on the ballots. The deadline shall be no more than 7 days before the ballots are mailed or otherwise distributed to Unit Owners. Every such ballot must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person casting the ballot the opportunity to cast votes for candidates whose names do not appear on the ballot. A ballot received by the Association or its designated agent after the close of voting shall not be counted. A Unit Owner who submits a ballot by mail or other means of delivery specified in the Declaration, By-Laws, or rule may request and cast a ballot in person at the election meeting, and thereby void any ballot previously submitted by that Unit Owner.

(c) If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting as set forth in this subsection, Unit Owners may not vote by proxy and board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting; or (ii) by any acceptable technological means as defined in Section 2 of the Act; instructions regarding the use of electronic means for voting shall be distributed to all Unit Owners not less than ten (10) and not more than thirty (30) days before the election meeting, and the Board shall give Unit Owners not less than twenty one (21) days' prior written notice of the deadline for inclusion of a candidate's name on the ballots; the deadline shall be no more than seven (7) days before the instructions for voting using electronic or acceptable technological means is distributed to Unit Owners; every instruction noticed must

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include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity cast votes for candidates whose names do not appear on the ballot; a Unit Owner who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, thereby avoiding any vote previously submitted by that Unit Owner;

(d) If a written petition by Unit Owners with at least twenty percent (20%) of the votes of the Association is delivered to the Board within 14 days after the Board's approval of a rule adopted pursuant to subsection (b) or subsection (c), the Board shall call a meeting of the Unit Owners within 30 days after the date of delivery of the petition. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the rule, the rule is ratified.

(e) Votes cast by ballot under subsection (b) or electronic or acceptable technological means under subsection (c) are valid for the purpose of establishing a quorum.

The Association may, upon adoption of the appropriate rules by the Board, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself, provided that the Board further adopt rules to verify the status of the Unit Owner issuing a proxy or casting a ballot. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots at such election.

In the event of a resale of a Unit, the purchaser of a Unit from a seller pursuant to an installment contract to purchase shall during such times as he or she resides in the Unit be counted toward a quorum for purposes of election of members of the Board at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of members of the Board and to be elected to and serve on the Board unless the seller expressly retains in writing any or all such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of an installment contract shall be made available to the Association or its agent. For purposes of this section "installment contract" shall have the same meaning as set forth in Section 1(e) of "An Act Relating to Installment Contracts to Sell Dwelling Structures", approved August 11, 1967 as amended (765 ILCS 75/1).

Matters subject to the affirmative vote of not less than two-thirds of the votes of Unit Owners at a meeting duly called for that purpose shall include, but not be limited to:

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(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.

When thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of members specified in the Condominium Property Act or in the condominium instruments 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 and garage units or storage units, or both, shall have, in total, no more votes than their aggregate percentage of ownership in the common elements; this shall mean that if garage units or storage units, or both, are to be given a vote, or portion of a vote, that the Association must add the total number of votes cast of garage units, storage units, or both, and divide that total by the number of garage units, storage units, or both, and multiply by the aggregate percentage of ownership of garage units and storage units to determine the vote, or portion of a vote, that garage units or storage units, or both, have. For purposes of this subsection, when making a determination of whether 30% or fewer of the units, by number, possess over 50% in the aggregate of the votes in the Association, a Unit shall not include a garage Unit or a storage Unit.

Any proxy distributed for Board elections by the Board must give Unit Owners the opportunity to designate any person as the proxy holder and give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

SECTION 3. The presence at any meeting of voting members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members upon the affirmative votes of the voting members having a majority of the total votes present at the meeting.

SECTION 4. ANNUAL MEETING. The first annual meeting of the Association shall be held upon ten (10) days' written notice given by the Association where at least 15% of the Units have been sold. Thereafter, there shall be an annual meeting of the members on the first Wednesday of March of each succeeding year at 7:30 P. M. in one of the buildings, 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.

SECTION 5. 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

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the Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Special meetings of the Unit Owners can be called by the President, Board, or by twenty percent (20%) of Unit Owners. The notices shall specify the date, time and place of the meeting and the matters to be considered.

Special meetings of the Board of Directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the Board shall fix the time, place and the subject to be discussed at these special meetings.

SECTION 6. 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, except that notice may be sent, to the extent the condominium instruments or Rules adopted thereunder expressly so provide, by electronic transmission consented to by the Unit Owner to whom the notice is given, provided that a Board member or Officer or his agent certifies in writing to the delivery by electronic means. 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.

ARTICLE II

Board of Directors
(Board of Managers)

SECTION 1. The Board of Directors of the Association also referred to in the Declaration and in the Condominium Property Act of the State of Illinois as "Board of Managers", but referred to as the "Board of Directors" in the General Not For Profit Corporation Act of the State of Illinois and sometimes referred to herein as the "Board") shall consist of five (5) persons elected by the unit owners. Each person on the Board shall hold office for the term of one year and until his successor shall be elected and qualified. (The word "Board" as used herein shall mean the "Board of Managers" referred to in said Declaration and in the Act and shall mean the "Board of Directors" referred to in said General Not For Profit Corporation Act. The word "Director" as sometimes used herein shall mean a person elected to and serving on the Board).

SECTION 2. GENERAL POWERS. At each annual meeting, the voting members shall, by a majority of the total votes present at such meeting, elect a Board of Directors for the forthcoming year, consisting of five (5) owners, all of whom must be unit owners. Three (3) members shall constitute a quorum. Members of the Board shall serve,

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without compensation, for a term of one (1) year or until their successors are elected. 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. Except as otherwise provided in the Declaration, the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

SECTION 3. 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 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 Board shall elect a Treasurer from among the Board, who shall keep the financial records and books of account. 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 Board may also elect any additional officers (who need not be owners) as the Board deems necessary. The officers elected by the Board shall (unless otherwise provided by the owners) serve without compensation and shall have the same general powers which such officers usually have in not for profit corporations, excepting as the Board may see fit to enlarge or restrict the same. Each officer shall hold office for a term of one (1) year and until his successor shall have been duly elected and qualified, and shall be subject to removal at any time by the Board at any special meeting called for the purpose. The remaining members of the Board may fill a vacancy among the officers for the unexpired term of office.

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 a majority vote of the voting members at the same meeting or any subsequent meeting called for that purpose.

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SECTION 5. The Board shall have the following powers and duties and shall also acquire and pay for the following out of the maintenance fund referred to in the Declaration:

- (a) Water, waste removal, electricity and telephone and other necessary utility services for the common elements and if not separately metered or charged; for the units.
- (b) To purchase policy or policies of insurance as enumerated in Article V, Section 6(b) and (c) of the Declaration.
- (c) The services of any person or firm employed by the Association. The Board may engage the services of a manager or managing agent.
- (d) Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the common elements (but not including the interior surfaces of the units, which the owner shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the common elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to require the same for the common elements.
- (e) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association 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 apartment building or for the enforcement of these restrictions.
- (f) 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 Association 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 Association by reason of said lien or liens shall be specially assessed to said owners.
- (g) Maintenance and repair of any unit if such maintenance or repair is necessary, in the discretion of the Association, to protect the common elements, or any other portion of a 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 of said

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maintenance or repair delivered by the Association to said owner or owners, provided that the Association shall levy a special assessment against such unit owner for the cost of said maintenance or repair.

- (h) The Association or its agents may enter any unit when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Association, at the expense of the maintenance fund.
- (i) The Association's powers hereinabove enumerated shall be limited in that the Association 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 the Declaration) having a total cost in excess of One Thousand Dollars (\$1,000) nor shall the Association 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), without in each case the prior approval of the voting members holding a majority of the total votes.
- (j) The Association, by vote of the voting members having two-thirds (2/3) of the total votes, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Development, and for the health, comfort, safety and general welfare of the owners and occupants of said Development. Written notice of such rules and regulations shall be given to all owners and occupants and the entire Development shall at all times be maintained subject to such rules and regulations.
- (k) Nothing hereinabove contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the owners or any of them.
- (l) 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 Association, 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 this charge and any costs incurred by the

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Association by reason of such lien or liens shall be specially assessed to said owners.

- (m) To exercise all other powers and duties of the Board of Managers or unit owners as a group referred to in the Condominium Property Act of the State of Illinois and all powers and duties of the Board of Directors referred to in the General Not For Profit Corporation Act of the State of Illinois, and all powers and duties of a Board of Managers or a Board of Directors referred to in the Declaration or these By-Laws.
- (n) The powers and duties of the Board shall also include, but shall not be limited to, the following:
- (i) To provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. Nothing in this subsection (n) 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)(i) 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;
 - (ii) To prepare, adopt and distribute the annual budget for the Property;
 - (iii) To levy and expend assessments;

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- (iv) To collect assessments from Unit Owners;
- (v) To provide for the employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;
- (vi) To obtain adequate and appropriate kinds of insurance;
- (vii) To own, convey, encumber, lease and otherwise dealing with Units conveyed to or purchased by it;
- (viii) 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 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;
- (ix) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (x) 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;
- (xi) 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;

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- (xii) 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;
- (xiii) 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;
- (xiv) 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;
- (xv) 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 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;
- (xvi) To seek relief on behalf of all Unit Owners when authorized pursuant to Subsection (c) of Section 10 of the Condominium Property Act from or in connection with the assessment or levying of real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body;
- (xvii) To reasonably accommodate the needs of a Unit Owner who is a person with a disability 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.
- (xviii) 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

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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.

- (xix) To adopt and amend rules and regulations (1) authorizing electronic delivery of notices and other communications required or contemplated by the Condominium Property Act to each Unit Owner who provides the Association with written authorization for electronic delivery and an electronic address to which such communications are to be electronically transmitted; and (2) authorizing each Unit Owner to designate any electronic address or a U.S. Postal Service address, or both, as the Unit Owner's address on any list of members or Unit Owners which the Association is required to provide upon request pursuant to any provision of the Condominium Property Act or any condominium instrument.
- (xx) In the performance of their duties, the officers and members of the Board shall exercise the care required of a fiduciary of the Owners.
- (o) 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.
- (p) The Association shall have no authority to forebear the payment of assessments by any Unit Owner.

SECTION 6. (a) The Board shall meet at least four (4) times annually.

- (b) (i) Every meeting of the Board shall be open to any Unit Owner except for the portion of any meeting held to discuss or consider information relating to (1)

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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, (2) appointment, employment or dismissal of an employee, or (3) violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses. Any vote on these matters discussed or considered in closed session shall take place at a meeting of the Board of Managers or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings of the Board of Managers 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.

(ii) Notice of every meeting of the Board of Managers shall be given to every Board member at least forty-eight (48) hours prior thereto, unless the Board member waives notice of the meeting pursuant to subsection (a) of Section 18.8 of the Act. In addition, notice of every meeting 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.

(iii) Notice of every meeting of the Board of Managers shall also be given at least forty-eight (48) hours prior to the meeting, or such longer notice as the Condominium Property Act may separately require, to: (1) each unit owner who has provided the Association with written authorization to conduct business by acceptable technological means, and (2) to the extent that the condominium instruments of the Association require, to each other Unit Owner, as required by subsection (f) of Section 18.8 of the Act, by mail or delivery, and that no other notice of a meeting of the Board of Managers need be given to any Unit Owner.

(c) If there are multiple Unit Owners of a single Unit, only one of the multiple Unit Owners shall be eligible to serve as a member of the Board at any one time.

(d) Special meetings of the Board can be called by the President or twenty-five percent (25%) of the members of the Board.

(e) The Board may ratify and confirm actions of the members of the Board taken in response to an emergency, as that term is defined in the Condominium Property Act, and that the Board shall give notice to the Unit Owners of: (i) the occurrence of the emergency event within seven (7) business days after the emergency

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event, and (ii) the general description of the actions taken to address the event within seven (7) days after the emergency event.

(f) The Board may disseminate to the Unit Owners biographical and background information about candidates for election to the Board if reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated; and the Board does not express a preference in favor of any candidate.

ARTICLE III

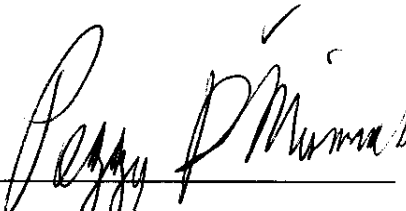
Amendments

These By-Laws may be amended or modified from time to time by action or approval of the majority of the Unit Owners (as such majority is defined in the Declaration). Such amendments shall be recorded in the Office of the Recorder of Deeds of Cook County Illinois.

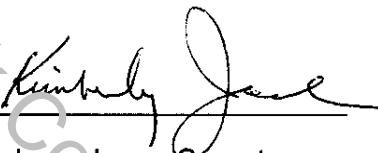
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BOARD MEMBER SIGNATURE PAGE


We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Managers of the Imperial Manor of Oak Park Condominium Association established by the aforesaid Declaration of Condominium Ownership. By our signatures below, we hereby approve and consent to the amendment to the Declaration pursuant to Section 27(b)(1) of the Illinois Condominium Property Act. In witness, whereof we have cast our votes and signed this document in factor of this Amendment at a duly called meeting of the Board of Managers of Imperial Manor of Oak Park Condominium Association held on May 10, 2016.



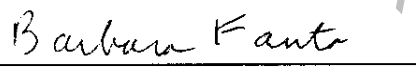
 Peggy Minnick, President



 Kimberly Jackson, Secretary



 Janet Hannigan, Treasurer

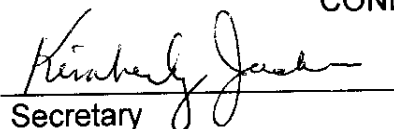


 Barbara Fanta, Director



 Diana Piedlow, Director

BOARD OF MANAGERS OF
 IMPERIAL MANOR OF OAK PARK
 CONDOMINIUM ASSOCIATION

ATTEST: 

 Secretary

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AFFIDAVIT OF SECRETARY

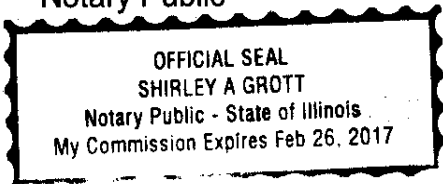
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Kimberly Jackson, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of Imperial Manor of Oak Park Condominium Association and as such Secretary and keeper of the books and records of said condominium. I further state that the foregoing amendment 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 MAY 10, 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. 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 Amendment to the Declaration.

Kimberly Jackson
 Secretary of the
 Imperial Manor of Oak Park Condominium Association

SUBSCRIBED AND SWORN to
 before me this 10 day
 of JUNE, 2016

Shirley A. Grott
 Notary Public



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PRESIDENT'S SIGNATURE PAGE

I Peggy Minnick, am the President of the Board of Managers of Imperial Manor of Oak Park Condominium Association, an Illinois not-for-profit corporation and condominium established by the aforesaid Declaration, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Section 17 of the Illinois Condominium Property Act.

EXECUTED this 10th day of June, 2016.

BY: Peggy Minnick
President

Property of Cook County Clerk's Office

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EXHIBIT "1" **LEGAL DESCRIPTION**

UNITS 1A, 1B, 1C, 1D, 1E, 1F, 1G, 1H, 1K, 1J, 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 2K, 2J, 3A, 3B, 3C, 3D, 3E, 3F, 3G, 3H, 3K, 3J

AS DELINEATED ON THE SURVEY OF THE FOLLOWING PARCEL OF REAL ESTATE:

LOTS 5, 6 AND 7 IN BLOCK 2 IN CENTRAL SUBDIVISION OF PART OF THE WEST 1/2 HALF OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 N., RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY AS DOCUMENT NO. 19286042.

Commonly Known As: 425 S. Home
Oak Park, Illinois 60302

Permanent Index Number: 16-07-323-043-1001
through and including: 16-07-323-043-1030

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IMPERIAL MANOR
425 S. Home
Oak Park, IL 60302

PIN	UNIT #
16-07-323-043	
1001	1A
1002	1B
1003	1C
1004	1D
1005	1E
1006	1F
1007	1G
1008	1H
1009	1K
1010	1J
1011	2A
1012	2B
1013	2C
1014	2D
1015	2E
1016	2F
1017	2G
1018	2H
1019	2K
1020	2J
1021	3A
1022	3B
1023	3C
1024	3D
1025	3E
1026	3F
1027	3G
1028	3H
1029	3K
1030	3J

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EXHIBIT

ATTACHED TO

Doc#: 1617434053 Fee: \$260.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/22/2016 10:51 AM Pg: 1 of 52



DOCUMENT

2 ex
50 pg

\$ 260.00

SEE PLAT INDEX