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Cook County Recorder of Deeds  
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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP  
AND EASEMENTS, RESTRICTIONS, COVENANTS AND BYLAWS  
FOR THE COVINGTON MANOR CONDOMINIUM ASSOCIATION**

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

**KERRY T. BARTELL, Attorney At Law**  
Kovitz Shifrin Nesbit  
175 North Archer Avenue  
Mundelein, IL 60060 – 847/537-0500

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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP  
AND EASEMENTS, RESTRICTIONS, COVENANTS AND BYLAWS FOR  
THE COVINGTON MANOR CONDOMINIUM ASSOCIATION,  
AN ILLINOIS NOT-FOR-PROFIT CORPORATION**

WITNESSETH:

- A. The Association and its Owners are the holders of legal title to the following described parcel of real estate situated in the Village of Buffalo Grove, County of Cook, State of Illinois:
- B. By the recording of the Original Declaration, the Property was and has been submitted to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time,
- C. The Original Declaration established for its own benefit and for the benefit of all future owners and occupants of the Property, and each part thereof, certain easements and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof.
- D. The Property shall be known as THE COVINGTON MANOR CONDOMINIUM or such other name as may be subsequently adopted pursuant to the Act (as hereinafter defined) by the Board (as hereinafter defined).
- E. The Original Declaration declared that the owners, mortgagees, occupants and other persons acquiring any interest in the Property shall at all times enjoy the benefits of and shall at all times hold their interests subject to the rights, easements, privileges and restrictions hereafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership, and to facilitate the proper administration of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.
- F. This Amended and Restated Declaration is made and entered into by the Board of Directors of the Covington Manor Condominium Association, in accordance with Section 27 of the Illinois Condominium Property Act [765 ILCS 605/27] (the "Act") whereby the Board of Directors by a two-thirds (2/3) majority vote to amend the Declaration in order to conform with the Act.

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- G. This Amended and Restated Declaration of Condominium Ownership was approved on the 19 day of May, 2016, by an instrument in writing signed by no less than two-thirds (2/3) of the Board of Directors.
- H. This Amended and Restated Declaration of Condominium Ownership incorporates all of the changes in the law implemented since the adoption of the Original Declaration. Such changes that supersede provisions of the Original Declaration are incorporated herein.

NOW, THEREFORE, the Association and its Owners as the holders of legal title to the aforescribed real estate and for the purposes above set forth DECLARE AS FOLLOWS:

## ARTICLE I

### DEFINITIONS

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

- A. **Act** means the Condominium Property Act of the State of Illinois, as amended from time to time.
- C. **Association** means THE COVINGTON MANOR CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation.
- D. **Balcony or Patio** means the portion of the Common Elements designated as a "balcony" or "patio" on the Plat.
- E. **Board** means the Board of Directors of the Association.
- F. **Buildings** means all structures, attached or unattached, containing one or more Units constructed at any time on the Parcel.
- G. **Bylaws** means the Amended and Restated Bylaws of the Association which are set forth in this Declaration, as may be amended from time to time.
- H. **Closing** means the date on which title to a Unit Ownership is conveyed to a Purchaser.
- I. **Common Elements** means all portions of the Property except the Units, including the Limited Common Elements.
- J. **Common Expenses** means the proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board.

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- K. **Condominium Instruments** means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including this Declaration, the Bylaws and the Plat.
- L. **Declaration** means this instrument by which the Property is submitted to the provisions of the Act, and all Exhibits attached to this instrument and all amendments to this instrument made from time to time pursuant to the provisions of this instrument.
- M. **Limited Common Elements** means a portion of the Common Elements so designated in this Declaration as being reserved for the use of a certain Unit or Units to the exclusion of other Units. Without limiting the foregoing, the Limited Common Elements assigned and appurtenant to each Dwelling Unit shall include the following: (1) perimeter windows and the interior surfaces of doors which serve the Dwelling Unit, (2) the interior surface of perimeter walls, ceilings and floors which define the boundary planes of the Dwelling Unit, and (3) any system or component part thereof which serves the Dwelling Unit exclusively to the extent that such system or component part is located outside the boundaries of the Dwelling Unit.
- N. **Majority of Unit Owners** means those Unit Owners without regard to their number, who own more than fifty percent (50%) in the aggregate of the entire undivided ownership interest in the Common Elements. Any specified percentage of the Unit Owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Elements.
- O. **Occupant** means a person in possession of a Unit regardless of whether such person is a Unit Owner.
- P. **Original Declaration** means the Declaration of Condominium recorded by the Cook County Recorder of Deeds as Document No. 27412916.
- Q. **Parcel** means the entire tract of land legally described on page 1 of this Declaration, submitted to the provisions of the Act.
- R. **Parking Area** means each portion of the Common Elements designated as a Parking Area on the Plat.
- S. **Parking Space** means a portion of the Parking Area intended for the parking of one motor vehicle.
- T. **Person** means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

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- U. **Plat** means the Plats of Survey attached to the Original Declaration as Exhibit A together with all authorized amendments thereto made from time to time pursuant to the provisions of this Declaration, incorporated herein by reference only.
- V. **Property** means all the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including without limitation, the Buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.
- W. **Purchaser** means any person other than the Trustee or the Developer who purchases a Unit in a bona fide transaction for value.
- X. **Reserves** means those sums paid by Unit Owners which are separately maintained by the Board for purposes specified by the Board or the Condominium Instruments.
- Y. **Unit** means a part of the property designated and intended for any type of independent use, including a garage space.
- Z. **Unit Owner or Owner** means the Person or Persons whose estates or interests individually or collectively, aggregate fee simple absolute ownership of a Unit.
- AA. **Unit Ownership** means a part of the Property consisting of one Unit and the undivided percentage interest in the Common Elements allocated thereto.
- BB. **Voting Member** means the person entitled to exercise all voting power in respect to a Unit Ownership.

## ARTICLE II

### UNITS

- A. **Description**. All Units are delineated on the Plat and are listed on Exhibit A attached hereto. Each Unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof on the Plat attached hereto as well as any pipes, ducts, flues, shafts, electrical wiring and conduits, and individual heating, cooling, and ventilation systems or equipment situated entirely within a Unit and serving only such Unit. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument may legally

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describe a Unit by its identifying number or symbol as shown on the Plat and every such description shall be deemed good and sufficient for all purposes.

- B. **Combination of Units.** Except as provided by the Act, no Unit Owner shall, by deed, plat, court decree or otherwise, combine or subdivide or in any other manner cause any Unit owned by such Unit Owner to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.
- C. **Certain Structures Not Constituting Part of a Unit.** A Unit shall not include, any structural component or any of the Buildings, including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through a Unit and forming a part of any system serving more than one Unit or the Common Elements, or any components of communication, master antenna, or refuse collection systems, if any, located in a Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

## ARTICLE III

### COMMON ELEMENTS

- A. **Description.** The Common Elements include, without limitation, the land, foundation, walls, Parking Areas, mechanical equipment areas, Storage Areas, roofs, master television antenna system, if any, (whether leased or owned), incinerator, if any, pipes, ducts, flues, shafts, electrical wiring and conduits (except pipes, ducts, flues, shafts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), heating cooling and ventilating systems or equipment entirely within a Unit and serving only such Unit, public utility lines, structural parts of each of the Buildings, outside walks and driveways, landscaping and all other portions of the Property except the Units. Any reference to "Common Elements" appearing on the Plat shall be deemed solely for purposes of general information and shall not be limiting in any way.
- B. **Ownership of Common Elements.** Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner as set forth in Exhibit A attached hereto. The percentages of ownership interests set forth in such Exhibit A have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by a recorded amendment to this Declaration. Each of such ownership interests in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Elements corresponding to said Unit.



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The undivided percentage of ownership in the Common Elements corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit.

- C. **Limited Common Elements.** The following portions of the Common Elements are hereby designated as Limited Common Elements: (i) the Balcony or Patio shown on the Plat adjoining a Unit; (ii) the interior surface of all floors, walls and ceilings forming the boundaries of a Unit, (iii) all doors, windows and glass in the walls forming the boundaries of a Unit, and (iv) the driveway apron in front of each garage.
- D. **Use of Common Elements in General.** Each Unit Owner shall have the right to use the Common Elements, except the Limited Common Elements and the portions of the Property subject to leases made by the Board in common with all other Unit Owners, as may be required for the purpose of access, ingress to, egress from, use, occupancy and enjoyment of the Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to not only each Unit Owner, but also to such Unit Owner's agents, servants, tenants, lessees, family members, customers, invitees and guests. Each Unit Owner, however, shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and adjoining the Unit owned by such Unit Owner. Such rights to use the Common Elements and Limited Common Elements shall be subject to and governed by the provisions of the Act, the Condominium Instruments and the rules and regulations of the Board. In addition, subject to the provisions of the Condominium Instruments and the Act, the Board shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements. All income derived by the Board from leases, concessions or other sources shall be held and used for the benefit of the members of the Association pursuant to such rules and regulations as the Board may adopt or prescribe.
- E. **Disclaimer of Bailee Liability.** Each Unit Owner shall be responsible for such Unit Owner's personal property located in any Storage Area. Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, nor any Unit Owner, shall be (i) considered a bailee of any personal property stored in the Common Elements (including without limitation, property located in the Storage Areas and vehicles parked in the Parking Areas) whether or not exclusive possession of any particular area shall be given to any Unit Owner for storage or parking purposes, or (ii) responsible for the security of such personal property or for any loss or damage thereto whether or not due to negligence.

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- F. **Transfer of Limited Common Elements.** The use of the Limited Common Elements may be transferred between Unit Owners at their expense, provided that the transfer may be made only in accordance with the condominium instruments and the provisions of this Declaration. Each transfer shall be made by an amendment to the Declaration executed by all Unit Owners who are parties to the transfer and consented to by all other Unit Owners who have any right to use the Limited Common Elements affected. The amendment shall contain a certificate showing that a copy of the amendment has been delivered to the Board of Directors. The amendment shall contain a statement from the parties involved in the transfer which sets forth any changes in the parties' proportionate shares. If the parties cannot agree upon a reapportionment of their respective shares, the Board of Directors shall determine such reapportionment. No transfer shall become effective until the amendment has been recorded. Rights and obligations in respect to any Limited Common Element shall not be affected, nor shall any transfer of it be effective, unless a transaction is in compliance with the requirements of this Section.

## ARTICLE IV

### GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

- A. **Submission of Property to the Act.** The Property has been and shall be submitted to the provisions of the Act.
- B. **No Severance of Ownership.** No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to Unit Ownership owned by such Unit Owner without including therein both the interest in the Unit and the corresponding percentage of ownership in the Common Elements owned by such Unit Owner, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.
- C. **Easements.**
1. **Encroachments.** In the event that (i) by reason of the construction, repair, reconstruction, settlement or shifting of any of the Buildings, 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 any other Unit; or (ii) by reason of the design or construction of any Unit, it shall be necessary or advantageous to a Unit Owner to use or occupy any portion of the

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Common Elements for any reasonable use appurtenant to said Unit which will not unreasonably interfere with the use or enjoyment of the Common Elements by other Unit Owners: or, (iii) by reason of the design or construction of any utility, heating, cooling or ventilating systems, any pipes, ducts, flues, shafts, or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, then in any such case valid easements for the maintenance of such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such Unit or the Common Elements, as the case may be; provided, however, in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Unit Owners.

2. Easements for Utilities. All suppliers of utilities including cable television services, serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment in, to, over, under, along and on any portion of the Common Elements for the purpose of providing the Property with utility services, together with the reasonable right of ingress to and egress from the Property for said purpose. The Board may hereafter grant other or additional easements for utility purposes for the benefit of the Property over, under, along and on any portion of the Common Elements, and each Unit Owner and other Person having at any time any interest in the Property hereby grants to the Board an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner and other Persons such instruments as may be necessary to effectuate the foregoing. Easements are also hereby declared and granted to the Board and their respective representatives, employees and contractors to enter and work in any Unit to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, flues, shafts, conduits, public utility lines, components of the communications systems, if any, or structural components, which may run through or in the floor, ceiling or walls of or in a Unit.
3. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easement, and rights to the respective grantees, mortgagees and trustees

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of such parcels as fully and completely as though such easements and rights were created fully and set forth in their entirety in such documents.

4. Easements to Run with Land. All easements and rights described in this Article IV are easements and rights appurtenant running with the land, and in perpetuity shall remain in full force and effect and inure to the benefit of each person and entity specified in this Article IV in whose favor such easement is granted, and be binding on the Property and each Unit Owner, purchaser, mortgagee and other Person having an interest in the Property or any part thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.
5. Air Conditioning Compressors. Located upon the Common Elements are the separate compressor units for the air conditioning equipment used in the various Condominium Units. Each owner is hereby irrevocably granted the right to have the compressor within the Common Elements. The said compressor, including the concrete pad upon which it is situated, being hereby declared to be personal property and not real property. Each Unit Owner shall be solely responsible for the maintenance and repair of the compressor and its unit and shall at all times have access to it for the purposes of repair, replacement and maintenance. The Unit Owner shall be solely responsible for all costs in maintaining, repairing and replacing the compressor. The Condominium Association shall have the right to plant bushes and/or install decorative screening in the vicinity of the compressors provided that the location of such plantings or decorative screening does not unduly restrict or limit access to the compressor for the purposes of maintenance, repair or replacement nor does such decorative screening or planting inhibit or prevent in any way the efficient operation of said compressor.

## ARTICLE V

### COMMON EXPENSES, MORTGAGES AND REAL ESTATE TAXES

- A. Common Expenses. Each Unit Owner shall pay his proportionate share of the Common Expenses. Such proportionate share of the Common Expenses for each Unit Owner shall be in the same ratio as his percentage of ownership

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interest in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the Bylaws. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof shall constitute a lien on the Unit Ownership of such Unit Owner as provided in the Act.

- B. **Separate Mortgage**. Each Unit Owner shall have the right, subject to the provisions of this Declaration, to make a separate mortgage or encumbrance on such Unit Owner's Unit Ownership. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof other than such Unit Owner's Unit Ownership.
- C. **Real Estate Taxes**. It is understood that real estate taxes are to be separately taxed to each Unit Ownership owned by such Unit Owner; provided, however, until such time as separate real estate tax bills are issued with respect to each Unit, the real estate taxes imposed on the Property shall be included in the Common Expenses assessed pursuant to this Declaration.

## ARTICLE VI

### INSURANCE

- A. **Type of Insurance**. The Board shall have the authority to and shall obtain the following insurance for the Property:
1. The Board shall obtain Property insurance: (A) 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; (B) providing coverage for special form causes of loss, and; (C) in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage for the increased costs of construction due to building code requirements, at the time the insurance is purchased and at each renewal date;
  2. Comprehensive General Liability insurance covering personal injury and property damage insuring against hazards of premises/operations, products and completed operations, contractual liability, personal injury liability (with exclusions (a) and (c) deleted), independent contractors and other extensions as deemed necessary by the Board. Such insurance shall provide limits of liability as deemed desirable by the Board, but in no event for less than One Million Dollars (\$1,000,000.00) with respect to

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- each occurrence. Such policy shall be endorsed to cover cross-liability claims of one insured against the other;
3. Umbrella Liability insurance in excess of the required Comprehensive General Liability and Employer Liability policies in an amount deemed desirable by the Board, but in no event less than One Million Dollars (\$1,000,000.00) with respect to each occurrence. Such policy shall include coverage for damages caused by the sprinkler system in the Building. Such policy shall be no less than "following form" coverage of the primary liability policies;
  4. Such Worker's Compensation Insurance as may be necessary to comply with applicable laws;
  5. Employer's liability insurance in such amount as the Board shall deem desirable;
  6. Fidelity bond insuring the Association, the Board and the Unit Owners against loss of funds as a result of the fraudulent or dishonest acts of any employee of the Association or its management agent or of any other person handling the funds of the Association, the Board and the Unit Owners in such amounts as the Board shall deem necessary but not less than 150% of the annual operating expenses of the Association, including reserves (or the maximum amount of coverage available to protect such funds). The premium for such fidelity bond shall be a Common Expense. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond shall provide that it may not be canceled for non-payment of any premiums or otherwise substantially modified without sixty (60) days prior written notice to all holders of first mortgages of record. Notwithstanding anything contained herein to the contrary, if the Board does not hire a management company or if fidelity insurance is not required by the Act, the Board shall not be required to obtain such insurance;
  7. The Board must obtain Directors' and Officers' liability coverage at a level deemed reasonable by the Board. Directors' and Officers' liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as Directors and Officers, but this coverage shall exclude actions for which the Directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or the Declaration and Bylaws; and

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7. Such other insurance (including insurance with respect to officers' and directors' liability) in such reasonable amounts as the Board shall deem desirable.

The premiums for the above described insurance shall be Common Expenses. All of such insurance shall be affected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Illinois.

- B. **Named Insureds Part I.** All policies of insurance of the character described in subparagraphs 1 and 2 of the preceding Paragraph A (i) shall name as insured the Trustee, so long as it has an insurable interest, and the Board as trustees for the Unit Owners in the percentages established in Exhibit A to this Declaration and shall also name as an insured the Insurance Trustee (as hereinafter defined) as the respective interests of all of such insureds may appear, (ii) shall be without contribution as respects other such policies of insurance carried individually by the Unit Owners whether such other insurance covers their respective Units and/or the additions and improvements made by such Unit Owners to their respective Units, (iii) shall provide that, notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefore, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act, (iv) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days prior written notice to the mortgagee of each Unit, and (v) shall contain an endorsement or clause, if available, whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, the Board or its members, the Trustee, Developer, the managing agent, each of their respective employees and agents, and the Unit Owners and the Occupants. Policies of insurance of the character described in subparagraph 1 of the preceding Paragraph A may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance of the character described in subparagraphs 1 and 2 of the preceding Paragraph A, any losses under such policies shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration.
- C. **Named Insureds Part II.** All policies of insurance of the character described in subparagraphs 3, 4, 5 and 6 of the preceding Paragraph A shall name as insureds each Unit Owner and their spouses (but as to the insurance described in such subparagraph 3 only with respect to those portions of the Property not

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reserved for their exclusive use) and the Association, the Board and its managing agent, the other agents and employees of such Association, Board, managing agent. In addition, all policies of insurance of the character described in such subparagraph 3 shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the managing agent, their respective employees and agents and the Unit Owners and Occupants and shall cover claims of one or more insured parties against other insured parties.

- D. **Premium Payment**. The Association, for the benefit of the Unit Owners and the mortgagee of each Unit, shall pay the premiums on the policies of insurance described in the preceding Paragraph A at least thirty (30) days prior to the expiration dates of the respective policies and shall notify the mortgagee of each Unit of such payment within ten (10) days after the date on which payment is made.
- E. **Contiguous Units; improvements and Betterments**. The insurance maintained by the Association must include the Units, the Limited Common Elements except as otherwise determined by the Board and the Common Elements. The insurance need not cover improvements and betterments to the units installed by Owners; but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected.
- Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall and ceiling coverings. "Improvements and betterments" means all decorating, fixtures and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built-in cabinets installed by Owners.
- F. **Deductibles**. The Board may, in the case of a claim for damage to a Unit or the Common Elements, (i) pay the deductible amount as a common expense; (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Owners who caused the damage or from whose Units the damage or cause of loss originated; or (iii) require the Owners of the Units affected to pay the deductible amount.
- G. **Insured Parties; Waiver of Subrogation**. Insurance policies carried pursuant to subsections (i) and (ii) of Paragraph (a) must include each of the following provisions.



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- (i) Each Owner and secured party is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association.
- (ii) The insurer waives its right to subrogation under the policy against any Owner of the Association or members of the Owner's household and against the Association and members of the Board of Directors.
- (iii) The Owner waives his or her right to subrogation under the Association policy against the Association and the Board.
- H. **Primary Insurance.** If at the time of a loss under the policy there is other insurance in the name of an Owner covering the same property covered by the policy, the Association's policy shall be the primary insurance.
- I. **Adjustment of Losses; Distribution of Proceeds.** Any loss covered by the property policy must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for Owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings and floors of the Units, and then to any improvements and betterments the Association may insure. Owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as Trustee.
- J. **Certificates of Insurance.** Contractors and vendors (except public utilities) doing business with the Association under contracts exceeding \$10,000.00 per year must provide certificates of insurance naming the Association, the Board and the managing agent (if any) as additional insured parties.
- K. **Payment of Loss.** The loss, if any, under any policies of insurance of the character described in subparagraphs 1 and 2 of the preceding Paragraph A shall be payable, and the insurance proceeds paid on account of any such loss shall be applied and disbursed, as follows:
1. To the Board, as trustee for each of the Unit Owners in their respective percentage of ownership in the Common Elements as established in this Declaration, in the case of any one loss, of Fifty Thousand Dollars (\$50,000.00) or less in the aggregate, which insurance proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the

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adjustment of the loss, shall be applied to the payment of the cost of restoring the Property to substantially the same condition in which it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before, free from vendor's, mechanic's, materialman's and other similar liens; or,

2. In the case of any one loss exceeding Fifty Thousand Dollars (\$50,000.00) in the aggregate, then the insurance proceeds shall be paid to such Title Company as designated by the Board (the "Insurance Trustee") pursuant to the Act for the purpose of collecting and disbursing the insurance proceeds described in this subparagraph 2. Such proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, and the fees of the Insurance Trustee, shall be applied by the Insurance Trustee to the payment of the cost of restoring the Property to substantially the same condition in which it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before. Such proceeds shall be paid by the Insurance Trustee to or for the account of the Association from time to time as work progresses, in such manner as shall be required to facilitate the restoration of the Property in accordance with the provisions of the Act. The Association and the Insurance Trustee may, prior or subsequent to any such loss, enter into an insurance trust agreement further implementing the provisions of the Act and this Declaration with respect to the collection and disbursement of proceeds of insurance by the Insurance Trustee.
- L. **Unit Owner's Insurance**. Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit, and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by the policies of liability insurance obtained by the Board for the benefit of all of the Unit Owners as above provided. All policies of casualty insurance carried by each Unit Owner shall be without contribution as respects the policies of casualty insurance obtained by the Board for the benefit of all of the Unit Owners as above provided.
- M. **Improvements to Units**. Each Unit Owner shall be required to report all additions or alterations to his Unit promptly in writing to the Board, without prior request from the Board or the management agent, and to reimburse the Board for any additional insurance premiums attributable thereto, and each Unit Owner shall be responsible for any deficiency in any insurance loss recovery which results from such Unit Owner's failure to so notify the Board. The Board shall not

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be responsible for obtaining insurance on such additions, alterations or improvements unless and until such Unit Owner shall make such report and request the Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board for such additional premiums; and upon the failure of such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. "Additions" or "alterations" shall mean property attached to the Unit and not readily removable without damage to the Unit, including but not limited to carpeting, special flooring, special wall covering and paneling. The insurance coverage described in this Paragraph M shall not be deemed to include personal property owned by the Unit Owner and not attached to the Unit.

- N. **Release**. Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board, the manager and managing agent of the Property, if any, and their respective employees and agents, for any damage to the Common Elements, the Units, or to any personal property located in the Unit or Common Elements caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance.
- O. **Cancellation of Insurance**. The Board shall be responsible, in the event any insurance required under subparagraphs 1, 2 or 3 of the preceding Paragraph A is cancelled, for serving notice of such cancellation upon each insured thereunder.

## ARTICLE VII

### ADMINISTRATION

- A. **Association**. The Association has been formed as a not-for-profit corporation under the General Not-For-Profit Act of the State of Illinois and has the name THE COVINGTON MANOR CONDOMINIUM ASSOCIATION. The Association shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Common Elements (other than the Limited Common Elements) and for the other purposes specified in this Declaration. The Association shall not be deemed to be conducting business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of all Unit Owners in accordance with the provisions of this Declaration. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner and upon the transfer of his Unit Ownership the new Unit Owner succeeding to such Unit Ownership shall likewise

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succeed to such membership in the Association. The Association may issue certificates evidencing membership therein and shall have only one class of membership.

- B. **Administration**. The administration of the Property shall be vested in the Board of Directors of the Association which shall consist of seven (7) persons who shall be elected in the manner set forth in the Bylaws. The Board of Directors of the Association shall be deemed to be the Board of Managers for the Unit Owners referred to in the Act.
- (i) each member of the Board shall be one of the Unit Owners; provided, however, if a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, trust or other legal entity or any beneficiary of any such trust shall be eligible to serve as a member of the Board so long as such agent or beneficiary resides on the Property, and
- (ii) if a member of the Board fails to meet such qualifications during such member's term, such member shall thereupon cease to be a member of the Board and such member's place on the Board shall be deemed vacant.
- C. **Duties and Powers of the Association**. The duties and powers of the Association and the Board shall be those set forth in the Articles of Incorporation of the Association and this Declaration (including the Bylaws); provided, however, the terms and provisions of the Act shall control in the event of any inconsistency between the Act, on the one hand, and this Declaration, the Bylaws and such Articles of Incorporation, on the other hand.
- D. **Board's Determination Binding**. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation of application of this Declaration or the Bylaws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners.
- E. **Liability of the Board**. Neither the members of the Board nor the officers of the Association shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers of the Association on behalf of the Unit Owners or

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arising out of their status as Board members or officers unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of this Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid or received in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any member of the Board or officers of the Association may be involved by virtue of such persons being or having been such member or officer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such member or officer, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner, determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such member or officer. It is also intended that the liability of any Unit Owner arising out of any contract made by or other acts of the Board or officers of the Association, or out of the aforesaid indemnity in favor of the members of the Board and officers of the Association, shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements. Every agreement made by the Board or by the managing agent on behalf of the Unit Owners shall provide that members of the Board or the managing agent, as the case may be, are acting only as agents for the Unit Owners, and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

## ARTICLE VIII

### MAINTENANCE, ALTERATIONS AND DECORATING

- A. **Maintenance, Repairs and Replacements by Unit Owner.** Except as required by the Act or otherwise provided in this Declaration, each Unit Owner, at such Unit Owner's sole cost and expense, shall provide and be responsible for all maintenance, repair and replacement required to keep in good condition (i) the Unit owned by such Unit Owner, (ii) all refrigerators, ranges, ovens, dishwashers, air conditioning units, appliances and heating, lighting, plumbing and electrical fixtures and equipment within such Unit and serving only Unit, and (iii) that

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portion of the Limited Common Elements contiguous to and adjoining such Unit; provided, however, the Board may elect to be responsible for the maintenance, repair or replacement of any of such Limited Common Elements which are the responsibility of such Unit Owner, in which event all costs and expenses incurred by the Board in connection therewith shall be part of the Common Expenses.

- B. **Maintenance, Repair and Replacement by the Board.** The Board shall provide and be responsible for all maintenance, repair and replacement required to keep in good condition the Common Elements other than the Limited Common Elements. The cost and expense of the maintenance, repair and replacement of the Common Elements (other than the Limited Common Elements) and the cost and expense of the maintenance, repair and replacement of the Limited Common Elements, if any, which the Board elects to maintain, repair or replace shall be part of the Common Expenses.
- C. **Payment of Mechanic's Lien Claims by the Board.** The Board may cause to be discharged any mechanic's lien or other encumbrance which arises from labor or material furnished or supplied after the date of this Declaration and which, in the opinion of the Board, may constitute a lien against the Property and/or the Common Elements, rather than a lien against a particular Unit Ownership. If all of the Unit Owners are responsible for the existence of any such lien against the Property and/or the Common Elements, the amount paid by the Board to discharge such lien and the costs and expenses (including attorneys' fees) incurred by reason of such lien shall be part of the Common Expenses. If less than all the Unit Owners are responsible for the existence of any such lien against the Property and/or the Common Elements, the Unit Owners responsible for such lien shall be jointly and severally liable for the amount necessary to discharge such lien and the costs and expenses (including attorneys' fees) incurred by reason of such lien.
- D. **Board's Election to Repair Unit.** Whenever the Board shall determine, in its discretion, that any maintenance, repair or replacement of any portion of any Unit or the Limited Common Elements which the Unit Owner of such Unit is required to maintain, repair or replace pursuant to Paragraph A above is necessary to protect (i) the portion of the Common Elements which the Board is required or has elected to maintain, repair or replace under this Declaration, or (ii) any other portion of the Property, the Board may cause a written notice of the necessity for such maintenance, repair or replacement to be served by delivering a copy thereof to any Occupant of such Unit, or by mailing the same by certified mail addressed to the Unit Owner at the Unit. If such Unit Owner fails or refuses to perform any such maintenance, repair or replacement within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board

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- may cause such maintenance, repair or replacement to be performed at the cost and expense of such Unit Owner.
- E. **Damage Caused by a Unit Owner.** If, due to the act or neglect of a Unit Owner, a member of his family, agent, employee, invitee, tenant or other Occupant or visitor of such Unit Owner, (i) damage shall be caused to any portion of the Common Elements which the Board is required or has elected to maintain, repair or replace, such Unit Owner, promptly upon demand by the Board, shall reimburse the Board for the amounts paid by the Board to repair such damage, or (ii) damage shall be caused to any Unit or other portion of the Property which a person other than such Unit Owner is required to maintain, repair or replace, such Unit Owner, promptly upon demand by such Person, shall reimburse such Person for the amounts paid by such Person to repair such damage.
- F. **Authority of Board.** The Board shall have authority to take, or refrain from taking, any action pursuant to this Article VIII. Nothing in this Article shall be construed to impose a contractual liability on the Board for maintenance repair or replacement, and the Board's liability shall be limited to damages resulting from negligence. All expenses which, pursuant to this Article VIII, are chargeable to any Unit Owner may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.
- G. **Improvements by a Unit Owner.** No alteration of any Common Elements or any additions or improvements thereto shall be made by any Unit Owner without the prior written approval of the Board. No Unit Owner may make alterations, additions, or improvements within the Unit Owned by such Unit Owner without written notice to the Board and without the prior written approval of the Board. Such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the Property as a result of such alterations, additions or improvements. Nothing shall be done in any Unit, or in, on or to the Common Elements, which will impair the structural integrity of any of the Buildings or which would structurally change any of the Buildings.
- H. **Decorating.** Each Unit Owner shall furnish and be responsible for, at such Unit Owner's sole cost and expense, all of the decorating within such Unit Owner's Unit and all of the decorating of the Limited Common Elements adjoining such Unit, including without limitation painting, wall papering, washing of the interior surfaces of windows, patio or balcony doors and other glass, other cleaning, paneling, floor covering, draperies, window shades, curtains, lamps, and other furnishings and interior decorating. Notwithstanding the foregoing, the use and the covering of the surfaces of windows, whether by draperies, shades or other items visible on the exterior of any of the Buildings and the use and decorating of

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balconies and patios shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than the Limited Common Elements) and any redecorating of Units caused by maintenance, repair or replacement work on any of the Common Elements by the Board, shall be furnished by the Board as part of the Common Expenses.

## ARTICLE IX

### RIGHTS OF THE VILLAGE OF BUFFALO GROVE

- A. All maintenance, repairs and replacements of the Common Elements shall be made in accordance with the provisions of this Declaration and the applicable requirements of the Village of Buffalo Grove.
- B. The Village of Buffalo Grove shall have the right to enter upon the common areas for the purposes of furnishing municipal or emergency services to the unit owners or the Common Elements, and to enforce its traffic and other ordinances and regulations including the provisions of Paragraphs C and D hereof.
- C. The Village of Buffalo Grove is hereby authorized, but not required, to provide necessary maintenance of site improvements within or upon the common spaces constituting a portion of the Common Elements, also including without limitation, any detention area sanitary and storm lines, traffic signs and related equipment.
- D. In the event that the Village of Buffalo Grove should elect to furnish services pursuant to the preceding paragraph, which services were in fact the obligation of the Condominium Association to so provide and the Condominium Association has failed or refused to so provide, then the Association shall be obligated to repay to the Village of Buffalo Grove for all expenses incurred in connection with said maintenance, including reasonable attorneys' fees, if any, incurred by the said Village in enforcing the rights herein established. The Village of Buffalo Grove shall have the right, in the furtherance of its enforcement of its claim for reimbursement to record a lien against the Common Elements which said lien shall be effective as of the date of recordation. All such costs and expenses are hereby declared to be a common expense of the Association.
- E. Notwithstanding the provisions of Paragraph B of Article XII or Paragraph F of Article XIX, the provisions of this Article may not be altered, amended, or deleted without the written consent of the Village of Buffalo Grove.

## ARTICLE X

### DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF PROPERTY



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- A. **Sufficient Insurance.** In the event the improvements forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause and the proceeds of any policy of policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefore; provided, however, that in the event within one-hundred and eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Property as hereinafter provided in Article XI hereof or to withdraw the Property from the provisions of this Declaration and from the provisions of the Act as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners according to each Unit Owner's percentage or ownership in the Common Elements as set forth in Exhibit A attached hereto, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.
- B. **Insufficient Insurance.**
1. If the insurance proceeds are insufficient to reconstruct the Property and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Property within one hundred eighty (180) days from the date of damage or destruction, then the provisions of the Act shall apply.
  2. In the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered uninhabitable, upon the affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence. At such meeting, the Board or its representative shall present to the members present an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.
  3. In the case of damage or other destruction, upon affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such

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damage or destruction may be withdrawn from the Act. Upon withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The payment of just compensation or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Elements, will be distributed in accordance with the interest of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

- C. **Eminent Domain.** In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal from the provisions of the Act of such so taken may be made by the Board. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

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- D. **Repair, Restoration or Reconstruction of the Improvements.** As used in this Article, "repair, restoration or reconstruction" of improvements means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and Common Elements having the same vertical and horizontal boundaries as before.

## ARTICLE XI

### SALE OF THE PROPERTY

At a meeting duly called for such purpose, the Unit Owners by affirmative vote of Voting Members having at least seventy five percent (75%) of the total vote, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit entitled to notice under this Declaration. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale; provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by an appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may each select a qualified appraiser, experienced in the appraisal of condominium units in the Chicago, Illinois Metropolitan Area and the two so selected, shall select a third appraiser, experienced in the appraisal of condominium units in the Chicago, Illinois Metropolitan Area, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The cost of the appraisal shall be divided equally between such Unit Owner and the Board, and the Board's share of said cost shall be a Common Expense.

## Article XII

### BOOKS AND RECORDS OF THE ASSOCIATION

- A. The Board shall keep and maintain the following records or true and complete copies of these records, at the Association's principal office:
- (1) the Association's Declaration, Bylaws, Plats of survey and all amendments of these;

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- (2) the Rules and Regulations of the Association, if any;
  - (3) the Articles of Incorporation of the Association and all amendments to the Articles of Incorporation;
  - (4) minutes of all meetings of the Association and the Board for the immediately preceding seven (7) years;
  - (5) all current policies of insurance of the Association;
  - (6) all contracts, leases and other agreements then in effect to which the Association is a party or under which the Association or the Owners have obligations or liabilities;
  - (7) a current listing of the names, addresses and weighted vote of all members entitled to vote;
  - (8) ballots and proxies related to ballots for all matters voted on by the members of the Association during the immediately preceding twelve (12) months, including but not limited to the election of members of the Board; and
  - (9) the books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts and expenditures.
- B. Any member of the Association shall have the right to inspect, examine and make copies of the records described in subdivisions (1), (2), (3), (4) and (5) of (A) above, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Association's Board of Directors or its authorized agent, stating with particularity the records sought to be examined.
- C. Except as otherwise provided in this Section, any member of an Association shall have the right to inspect, examine and make copies of the records described in subdivisions (6), (7), (8) and (9) of (A) above, in person or by agent, at any reasonable time or times but only for a proper purpose, at the Association's principal office. In order to exercise this right, a member must submit a written request, to the Association's Board or its authorized agent, stating with particularity the records sought to be examined and a proper purpose for the request.
- D. The actual cost to the Association of retrieving and making requested records available for inspection and examination under this Section shall be charged by

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the Association to the requesting member. If a member requests copies of records requested under this Section, the actual costs to the Association of reproducing the records shall also be charged by the Association to the requesting member.

- E. Notwithstanding the provisions of Section (A) , unless otherwise directed by court order, the following records are not available for inspection, examination or copying by members:
- (1) documents relating to appointment, employment, discipline or dismissal of Association employees;
  - (2) documents relating to actions pending against or on behalf of the Association or its Board of Directors in a court or administrative tribunal;
  - (3) documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or its Board of Directors in a court or administrative tribunal;
  - (4) documents relating to common expenses or other charges owed by a member other than the requesting member; and
  - (5) documents provided to an Association in connection with the lease, sale or other transfer of a unit by a member other than the requesting member.

## ARTICLE XIII

### BYLAWS

The provisions of the following Articles XIV, XV, XVI, XVII and XVIII shall constitute the Amended and Restated Bylaws of the Association and the Bylaws prescribed by the Act.

## ARTICLE XIV

### BOARD OF DIRECTORS

- A. **In General.** The direction and administration of the Property shall be vested in the Board of Directors of the Association which shall consist of seven (7) persons who shall be elected in the manner set forth in the Bylaws.
- (i) Each member of the Board shall be one of the Unit Owners; provided, however if a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, trust or other legal entity or any

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beneficiary of any such trust shall be eligible to serve as a member of the Board so long as such agent or beneficiary resides on the Property, and

- (ii) If a member of the Board fails to meet such qualifications during such member's term, such member shall thereupon cease to be a member of the Board and such member's place on the Board shall be deemed vacant.

B. **Election of Board Members.** In all elections for members of the Board, each Voting Member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. At the first annual meeting, seven (7) Board members were elected at large. The four (4) persons receiving the highest number of votes at the first annual meeting were elected to the Board for a term of two (2) years and three (3) persons receiving the next highest number of votes were elected to the Board for a term of one (1) year. The election and term of office as between candidates receiving the same number of votes shall be determined by lot. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected at large for a term of two (2) years each.

- (i) The Voting Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that (i) such number shall not be less than five (5), (ii) the terms of at least one-third (1/3) of the persons on the Board shall expire annually, and (iii) no Board member or officer shall be elected for a term of more than two (2) years but Board members or officers may succeed themselves.
- (ii) Members of the Board shall receive no compensation for their services.
- (iii) Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by majority vote of the remaining members thereof. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director he succeeds. The remaining members of the Board filling vacancies shall have authority to fill the vacancy by two-thirds (2/3) vote until the next meeting of unit owners or for a period terminating no later than 30 days following the filing of a petition signed by unit owners holding 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

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owners shall be called for purposes of filling a vacancy on the Board no later than 30 days following the filing of a petition signed by unit owners holding 20% of the votes of the Association requesting such a meeting.

- (iv) Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meeting when a quorum exists, Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt provided, however, that (1) each Unit Owner shall be entitled to notice in the same manner as provided in these Bylaws of any meeting of the Board called for the purpose of considering the adoption of the proposed annual budget or any increase or establishment of an assessment, and (2) the Board shall meet no less than four (4) times each year.
- (v) A majority of the total number of members on the Board shall constitute a quorum.
- (vi) Special meeting of the Board of Directors may be called by the President or by at least one-third (1/3) of the Directors then serving.

C. **Officers.** The board shall elect from among its members for the term of one (1) year

- (i) a President who shall preside over both its meetings and those of the Voting Members, and who shall be the chief executive officer of the Board and Association and who shall be designated to mail and receive all notices and execute all amendments hereto on behalf of the Board or the Association as provided herein and in the Act;
- (ii) a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general, perform all the duties incident to the office of the Secretary;
- (iii) a Treasurer to keep the financial records and books of account; and
- (iv) such additional officers as the Board shall see fit to elect.

Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of the Board. Any director elected to fill a vacancy shall hold office of a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by a vote of two-thirds (2/3) of the total membership of the Board at a special meeting thereof.

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- D. **Removal.** Any Board member may be removed from office, at any time after the election of directors at the initial meeting of Voting Members by affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any special meeting called for that purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting, any subsequent annual meeting or any subsequent special meeting called for that purpose.
- E. **Notice to Members of Board Meeting.** Written notice stating the place, date and hour of any meeting of the Board shall be delivered to each member of the Board not less than forty-eight (48) hours prior to the date of such meeting. The purpose for which the meeting is called shall be stated in the notice. The Board shall meet at least four (4) times annually, on the first Mondays of February, May, August and November, or at such other times as the Board deems necessary.
- F. **Notice to Unit Owners.** All meetings of the Board of Managers shall be open to any Unit Owner, except for the portion of any meeting held (i) to discuss or consider information related to litigation when an action against or on behalf of the particular association has been filed and is pending in a court of administrative tribunal, or when the Board of Managers finds that such an action is probable or imminent, (ii) to discuss or consider information related to appointment, employment or dismissal of an employee, or (iii) to discuss or consider information related to violations of rules and regulations of the association or a Unit Owner's unpaid share of common expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at a meeting required to be open by this Act by tape, film or other means; that the Board may prescribe reasonable rules and regulations to govern the right to make such recordings, that notice of such meetings shall be mailed at least 48 hours prior thereto unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. Copies of notices of meetings of the Board of Managers shall be posted in entranceways, elevators, or other conspicuous places in the condominium at least 48 hours prior to the meeting of the Board of Managers except where there is no common entranceway for 7 or more units, the Board of Managers may designate one or more locations in the proximity of these units where the notices of meetings shall be posted.
- G. **Emergency.** Effective June 1, 2016, the Board may ratify and confirm actions of the members of the Board taken in response to an emergency, as the term "emergency" is defined in Section 18(a)(8)(iv) of the Act. However, the Board must give notice to the unit owners of the occurrence of the emergency event



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

- H. **General Powers of the Board**. The powers and duties of the Board shall include, but shall not be limited to, the following matters:
1. Operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements (other than the Limited Common Elements);
  2. Preparation, adoption, and distribution of the annual budget for the Property;
  3. Levying of assessments;
  4. Collection of assessments from Unit Owners;
  5. Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements (other than the Limited Common Elements);
  6. Obtaining adequate and appropriate kinds of insurance.
  7. Owning, conveying, encumbering, leasing, and otherwise dealing with Units conveyed to or purchased by it;
  8. Adoption and amendment of 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 which contains the full text of the proposed rules and regulations and which conforms to the requirements of the Illinois Condominium Property Act, however, no rules or regulations 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;
  9. Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
  10. To have access to each Unit from time to time as may be necessary for the maintenance, repair, or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to other Unit or Units;
  11. Impose charges for late payments of a Unit Owners proportionate share of the common expenses, or any other expenses lawfully agreed upon, and

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- after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, Bylaws, and rules and regulations of the association;
12. Unless the condominium instruments expressly provide to the contrary, assign the Association's right to future income, including the right to receive common expenses;
  13. 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 the Illinois Condominium Property Act;
  14. To pay for water, waste removal, other operating expenses, electricity, telephone, and other necessary utility service for the Common Elements (other than the Limited Common Elements);
  15. To pay for landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair, and replacement of the Common Elements (other than the Limited Common Elements) and such furnishings and equipment for the Common Elements (other than the Limited Common Elements) as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements (other than the Limited Common Elements);
  16. To pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or Bylaws of which, in its opinion, shall be necessary or proper for the maintenance and operation of the Property, as a first-class condominium development or for the enforcement of the Board's rules and regulations;
  17. To pay any amount necessary to discharge any mechanic's lien or other encumbrance against the Property or any part thereof which first arises after the date of this Declaration and which may, in the opinion of the Board, constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said liens shall be specifically assessed to said Unit Owners;

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18. To maintain and repair any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements or any other portion of the Property, and the Unit Owner of such Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or notice of the necessity of said maintenance or repair mailed or delivered by the Board to said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair;
19. The Board or its agent, upon reasonable notice, may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Board as a Common Expense;
20. The Board's powers hereinabove enumerated and described in this Declaration shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements in accordance with the provisions of this Declaration) requiring an expenditure in excess of Twenty Five Thousand Dollars (\$25,000.00) without in each case the prior approval of Voting Members having two-thirds (2/3) of the total votes;
21. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers or agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the treasurer and counter-signed by the president of the Board;
22. The Board may adopt such reasonable rules and regulations which are not inconsistent with this Declaration and which the Board deems advisable for the maintenance, administration, management, operation, use, conservation, and beautification of the Property, and for the health, comfort, safety, and general welfare of the Unit Owners and Occupants. Written notice of such rules and regulations shall be given to all Unit Owners and Occupants, and all Unit Owners and Occupants shall at all times be subject to and comply with such rules and regulations and the entire Property shall at all times be maintained subject to such rules and regulations;

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23. The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board and the Board may retain the services of any accountant and attorney;
24. Nothing hereinabove contained shall be construed to give the Board, the Association, or the Unit Owners authority to conduct an active business for profit on behalf of all the Unit Owners or any of them; and
25. Upon authorization by the affirmative vote of not less than a majority of the Voting Members at a meeting duly called for such purposes, the Board, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as Common Expenses.
26. The affirmative vote of two-thirds (2/3) of the votes entitled to be cast shall be required for the following action:
- (a) merger or consolidation of the Association;
  - (b) sale, lease, exchange, (but not the mortgage or pledge) or other disposition of all, or substantially all of the property and assets of the Association; and
  - (c) purchase or sale of land or of Dwelling Units on behalf of all Owners.

## ARTICLE XV

### MEMBERS (UNIT OWNERS)

- A. **Voting Rights**. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such Voting Members shall be the Unit Owner or one (designated by majority agreement) of the group composed of all the unit owners of a unit ownership. There is majority agreement if 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. Such voting member may be some person designated by such unit owners to act as proxy on his or their behalf and who need not be a unit owner, Such designations shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the

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death or judicially declared incompetence of any designator, or by written notice to the Board by the unit owner or unit owners. A proxy shall be invalid after 11 months from the date of its execution, unless otherwise provided in the proxy, and every proxy must bear the date of execution. Any or all unit owners of a unit ownership, and their designee, if any, may be present at any meeting of the voting members, but only the voting member of the unit ownership may vote or take any other action as a voting member either in person or by proxy, provided however, if only one of the multiple owners of a unit is present at a meeting of the association, he is entitled to cast all the votes allocated to that unit. The total number of votes of all voting members shall be 100, and each unit or group of unit owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the common elements applicable to his or their unit ownership as set forth in Exhibit "A".

- B. **Quorum.** Meetings of the Voting Members shall be held at the Property or at such other place in Cook County, Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the Voting Members of at least twenty percent (20%) of the Voting Members shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes represented at such meeting.
- C. **Annual Meetings.** There shall be an annual meeting of the Voting Members on the first Wednesday of November following such initial meeting and on the first Wednesday of each succeeding November thereafter at 7:30 p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting.
- D. **Special Meetings.** Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the president of the Board, a majority of the Board, or by the Voting Members having 20% of the total votes and delivered not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered. Matters to be submitted at special meetings of the Voting Members shall first be submitted to the Board, at least ten (10) days prior to the special meeting, who shall then submit the matters to the Voting Members.

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- E. **Notices of Meetings.** Notices of meetings required to be given under this Declaration may be delivered either personally, by mail or by electronic means as provided for in the Act to the person entitled to vote thereat, addressed to each such person at the address given by such person to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address has been given to the Board, provided that any such notice shall be delivered no less than 10 days and no more than 30 days prior to the date fixed for such meeting and such notice shall state the date, time, place and purpose of such meeting.
- F. **Miscellaneous.** No merger or consolidation of the Association, no sale, lease, exchange, mortgage, pledge, or other disposition of all, or substantially all of the property and assets of the Association, and no purchase or sale of land or of Units on behalf of all Unit Owners shall be effectuated unless there is an affirmative vote of two-thirds (2/3) of the votes of Unit Owners, unless a greater percentage is otherwise provided for in this Declaration. At any time, in the event that thirty percent (30%) or less of the total number of Units control in excess of fifty percent (50%) of the total votes of the Association, any provision in this Declaration which requires a vote by Unit Owners holding a certain percentage of the total vote shall require, in lieu thereof, that the percentage required be based on the number of Units rather than the percentage of the votes allocable to Units pursuant to their respective percentage of ownership in the Common Elements.

## ARTICLE XVI

### ASSESSMENTS — MAINTENANCE FUND

- A. **Estimated Annual Budget and Assessments.** Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of all Common Expenses which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. The annual budget shall set forth with particularity all anticipated Common Expenses by category as well as all anticipated assessments and other income. The budget shall also set forth each Unit Owner's proposed common expense assessment. Each Unit Owner shall receive, at least twenty-five (25) days prior to the adoption thereof by the Board, a copy of the proposed annual budget. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements, if any. The "estimated annual budget" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit A attached hereto. Each Unit Owner shall receive notice in the

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same manner as is provided in this Declaration for membership meetings or any meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment of an assessment. Said meetings of the Board shall be open to any Unit Owner, and notice of such meeting shall be mailed at least ten (10) days prior thereto, unless a written waiver of such notice is signed by the Person or Persons entitled to such notice before the meeting is convened. On or before January 1 of the ensuing year, and the first of each and every month of said year, each Unit Owner jointly and severally shall be personally liable for and obligated to pay the Board or as the Board may direct one-twelfth (1/12) of the assessment against such Unit Owner's Unit Ownership made pursuant to this Paragraph. On or before April 1 of each calendar year, the Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessments, and showing the net excess or deficit of income over expenditures, plus Reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year estimate, until exhausted, and any net shortages shall be added according to each Unit Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting.

If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board of Managers, upon written petition by the unit owners with 20% of the votes of the association tiled within 14 days of the board action, shall call a meeting of the unit owners within 30 days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the unit owners are cast at the meeting to reject the budget, it is ratified, whether or not a quorum is present. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, and anticipated expenses by the association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation. Separate assessments for expenditures relating to emergencies or mandated by law, may be adopted by the Board without being subject to Unit Owner approval. As used herein, "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Owners. Assessments for capital improvements or additions to the Common Elements or to property owned by the Association not included in the annual budget adopted by the Board shall be

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separately assessed and shall be subject to the approval of two-thirds (2/3) of the total votes of all Owners. The Board may adopt separate assessments payable over more than one (1) fiscal year. With respect to multi-year assessments, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which such separate assessment is approved.

- B. **Reserves and Adjustments**. The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Any extraordinary or nonrecurring Common Expense, any Common Expense not set forth in the budget as adopted, and any increase in assessments over the amount adopted shall be separately assessed against all Unit Owners. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.
- C. **Failure to Prepare Estimates**. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and, in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the next monthly maintenance payment which is due not more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.
- D. **Books and Records**. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements (other than the Limited Common Elements), specifying and itemizing the maintenance and repair expenses of the Common Elements (other than the Limited Common Elements), and any other expenses incurred by the Board. Such records and the vouchers authorizing the payments shall be available for inspection by any Unit Owner or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.
- E. **Use of Funds**. All funds collected hereunder shall be held and expended for the purpose designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be



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deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit A attached hereto.

- F. **Insurance**. Any insurance premiums assessed on a basis reflecting increased charges for coverage on certain Units shall be assessed to such Unit.
- G. **Assessments**. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the court. The lien on each Unit Ownership for assessments or other charges or payments shall be subordinate to the lien of any First Mortgage on the Unit Ownership recorded prior to the date that any such assessments or other charges or payments become due. Except as hereinafter provided, the lien thereon shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure of the First Mortgage, such transfer of title shall to the extent permitted by law extinguish the lien for any assessments or other charges or payments which became due prior to the date of the transfer of title. However, the transferee of a Unit Ownership shall be liable for his share of any assessments or other charges or payments with respect to which a lien against his Unit Ownership shall be liable for his share of any assessments or other charges or payments with respect to which a lien against his Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Owners pursuant to a subsequently adopted annual, revised or special assessment, and nonpayment thereof shall result in a lien against the transferee's Unit Ownership. If for any reason the Owner of a Dwelling Unit is permitted to remain in possession of his Dwelling Unit during the pendency of a foreclosure action with respect to the Dwelling Unit, the Owner shall be required to pay a reasonable rental for such right and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect such rental. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Unit Owner shall fail to pay the proportionate share of the Common Expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include: (i) the right to enforce the collection of such defaulting Unit Owner's share of such expenses (whether due by acceleration or otherwise),

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together with interest thereon, at the maximum rate permitted by law, and all fees and costs (including reasonable attorneys' fees) incurred in the collection thereof; (ii) the right, by giving such defaulting Unit Owner five days' written notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and, (iii) the right to take possession of such defaulting Unit Owner's interest in the Property, to maintain for the benefit of all the other Unit Owners an action for the possession in the manner prescribed in "an Act in regard to Forcible Entry and Detainer", approved February 16, 1874, as amended, and to execute leases of such defaulting Unit Owner's interest in the Property and apply the rents derived therefrom against such expenses.

- H. **Nonuse.** No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit.
- I. **Prohibition of forbearance of payment of assessment.** The Association shall have no authority to forbear the payment of assessments by any Unit Owner.
- J. **User Charges.** The Board shall establish, and each Unit Owner shall pay, user charges to defray the expense of providing services, facilities or benefits which may not be used equally or proportionally by all of the Unit Owners or which, in the judgment of the Board, should not be charged to every Unit Owner. Such expenses may include, without limitation, charges and fees for such other services and facilities provided to Unit Owners which should not be reasonably allocated among all of the Unit Owners in the same manner as the Common Expenses. Such user charges may be billed separately to each Unit Owner benefited thereby, or may be added to such Unit Owner's share of the Common Expenses, as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges pursuant to this Paragraph, and the Board may elect to treat all or any portion thereof as Common Expenses.

## ARTICLE XVII

### COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

- A. **General Use.** Each part of the Property shall be used for the purposes for which such part of the Property was designed. Each Unit which was, or any two or more adjoining Units used together which were, designed for use as a residence

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shall be used as a residence or such other uses permitted by this Declaration and for no other purpose.

That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing, provided that any such change or alteration must satisfy all requirements of the Village of Buffalo Grove,

- B. **Obstruction of Common Elements and Unit Maintenance.** There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements nor shall anything be stored in the Common Elements without prior consent of the Board except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit and the Limited Common Elements adjoining his Unit.
- C. **Prohibited Use.** Nothing shall be done or kept in any Unit, or in the Common Elements, which will increase the rate of insurance on any of the Buildings or contents thereof, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit, or in the Common Elements which will result in the cancellation of insurance on any of the Buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements. No Unit Owner shall overload the electrical wiring in any of the Buildings, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories, or equipment to the heating or plumbing system, without the prior written consent of the Board.
- D. **Unit Owner Insurance.** Each Unit Owner shall be responsible for his own insurance on his personal property in his own Unit, his personal property stored elsewhere on the Property and his personal liability to the extent not covered by the liability insurance for all the Unit Owners obtained by the Board as hereinbefore provided.
- E. **Exterior Attachments.** Unit Owners shall not cause or permit anything to be placed on the outside walls or roof of the Buildings and no sign, awning, canopy, shutter, radio, or television antenna shall be affixed to or placed upon the exterior walls or roof of any such Buildings, or any part thereof, without the prior consent of the Board. No mast, satellite dish, antennae or other structure over one (1) meter in diameter for transmitting or receiving messages or programs by radio or television shall be erected, permitted or maintained in or upon any part of the

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Common Element without the prior written approval of the Board. The Association may contract for cable or satellite TV as provided for herein.

- F. **Window Treatments.** The use and the covering of the interior surfaces of the glass windows and/or doors appurtenant to the Units, whether by draperies, shades, or other items visible from the exterior of any of the Buildings, shall be subject to the rules and regulations of the Board.
- G. **Floor Coverings.** In order to enhance the soundproofing of the Buildings, the floor covering for all occupied Units shall meet a certain minimum standard as may be specified by rules and regulations of the Board. Pets
- H. **Pets.** No animals, reptiles, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Board.
- I. **Nuisances.** No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.
- J. **Unsightliness.** No clothes, sheets, blankets, laundry, or any kind of other articles shall be hung out or exposed on any part of the Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials.
- K. **Personal Effects.** Except as may be approved by the Board in writing, 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.
- L. **Commercial Activities.** Except as may be approved by the Board in writing, no industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted in any Unit which has been designed as a residence.
- M. **"For Sale" and "For Rent" Signs.** No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the

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Property except at such location and in such form, as shall be determined by the Board.

- N. **Common Elements**. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.
- O. **Exceptions**. The Unit restrictions in Paragraphs A and L of this Article shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (i) maintaining his professional library therein, (ii) keeping his personal business or professional records or accounts therein, or (iii) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of such Paragraphs A and L of this Article.
- P. **Handicapped Access**. Until determined by Federal or State legislation, administrative agency or court of law, the Common Elements shall not be subject to the public facility regulations of the Americans With Disabilities Act. In order to conform to the Fair Housing Amendments Act of 1988, any Unit Owner or Resident may make reasonable modification to his Unit or its limited Common Elements, subject to the following:
- (i) All requests for modification to a Unit, Common Elements or Limited Common Elements must be in writing.
  - (ii) The Board may request copies of plans, specifications, drawings, certifications and other reasonable documentation for its review.
  - (iii) The Board may establish reasonable guidelines for construction of any addition, improvement or modification.
  - (iv) All work must be approved by the Board prior to commencing construction.
  - (v) The Board may require the Owner or Resident to return the modification(s) to its original condition at Owner's expense upon sale or transfer of Unit Ownership.
- Q. **Flags**. Owners are allowed to display American Flags and Military Flags on their Unit or the Common Elements immediately adjacent to their Unit subject to the Rules and Regulations of the Board and in accordance with the Act and Federal law, so long as size of the Flag is no more than 3'x5'. An American Flag shall be defined as a flag made of fabric, cloth or paper displayed from a staff or flagpole or in a window. An American Flag shall not include a depiction or emblem of the American flag made of

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lights, paint, roofing, siding, paving material, flora, balloons or any other similar building, landscaping, or decorative component.

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

## ARTICLE XVIII

### REMEDIES FOR BREACH OF COVENANTS

#### RESTRICTIONS AND REGULATIONS

- A. **Abatement and Enjoinment.** The violation of any restriction, or condition or regulation adopted by the Board, or the breach of any covenant or provision contained in this Declaration shall give the Board the right, in addition to the rights set forth in the next succeeding Paragraph and elsewhere in this Declaration: (i) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that may exist thereon contrary to the intent and the provisions hereof, and the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or, (ii) to enjoin, abate, or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of twelve percent (12%) per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all his personal property in his Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.
- B. **Involuntary Sale.** If any Unit Owner (either by his own conduct or by the conduct of any occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration, or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board,

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or shall re-occur more than once after such notice, then the Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use, or control his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Unit Owner for a decree of mandatory injunction against such Unit Owner or occupant or, in the alternative, for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use, or control the Unit owned by such Unit Owner on account of the said violation, and ordering that the right, title, and interest of the Unit Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from re-acquiring such Unit Owner's interest in the Property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and, subject to the Board's rights as set forth in Article IX of this Declaration and, subject to the Board's rights as set forth in Article IX of this Declaration, to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

## ARTICLE XIX

### GENERAL PROVISIONS

- A. **Notice to Mortgagees.** Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit Ownership is subject to such mortgage or trust deed.
- B. **Notices to Board, Association, and Unit Owners.** Notices provided for in this Declaration and in the Act shall be in writing. Notices to a Unit Owner may be delivered to such Unit Owner personally, by mail addressed to such Unit Owner's Unit or by electronic means as provided for in the Act. Notices to the Board or the Association may be personally delivered to any member of the Board or officer of

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the Association, mailed to such member or officer at such member's or officer's Unit or sent by electronic means as provided for in the Act. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may also designate a different address for notices to such Unit Owner by giving written notice of such Unit Owner's change of address to the Board or Association. Notices addressed and mailed to the Board or Association as above shall be deemed delivered when mailed by United States registered or certified mail or sent by electronic means as provided for in the Act. Notices addressed and mailed to a Unit Owner shall be deemed delivered when such notice is deposited in such Unit Owner's mailbox in the building in which the Unit is located or sent by electronic means as provided for in the Act.

- C. **Notice to Decedent.** Notices required to be given any devisee or personal representative of a deceased Unit 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 Unit Owner is being administered.
- D. **Binding Effect.** Each grantee by acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, and each tenant under a lease for a Unit accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdictional rights, and powers created or reserved by this Declaration, and all rights, benefits, and privileges of every character hereby granted created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any Person having at any time any interest or estate in the Property or any Unit, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.
- E. **Waiver.** No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- F. **Amendment, Change Modification or Rescission.** The provisions of this Declaration may be amended, changed, modified or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and signed and acknowledged by the Board and approved by the Unit Owners having at least seventy-five percent (75%) of the total vote at a meeting called for that purpose and approved by any mortgagees required under the Condominium instruments and containing an affidavit by an officer of the Board certifying that a



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copy of such instrument (without such affidavit) has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit not less than ten (10) days prior to the date of such affidavit. Each instrument of amendment, change, modification or rescission made in accordance with this Declaration shall be effective upon the recording of such instrument in the office of the Cook County, Illinois Recorder.

- G. **Invalidity.** The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.
- H. **Perpetuities and Restraints.** If any of the options, privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision, (ii) the rules restricting restraints on alienation, or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last to die of the now living lawful descendants of Barack Obama President of the United States.
- I. **Liens.** In the event any lien exists against two (2) or more Units and the indebtedness secured by such lien is due and payable, the Unit Owner of any such Unit so affected may remove such Unit and the undivided interest in the Common Elements appertaining thereto from such lien by payment of the proportional amount of such indebtedness attributable to such Unit. In the event that such lien exists against all of the Units or against the Property, the amount of such proportional payment shall be computed on the basis of the percentage set forth in this Declaration. Upon payment as herein provided, it is the duty of the encumbrancer to execute and deliver to the Unit Owner a release of such Unit and the undivided interest in the Common Elements appertaining thereto from such lien. The Owner of any Unit shall not be liable for any claims, damages, or judgments entered as a result of any action or inaction of the Board other than for mechanic's liens as hereinafter set forth. Each Unit Owner's liability for any judgment entered against the Board or the Association, if any, shall be limited to such Unit Owner's proportionate share of the indebtedness as set forth herein, whether collection is sought through assessment or otherwise. A Unit Owner shall be liable for any claim, damage, or judgment entered as a result of the use or operation of his Unit, or caused by his own conduct. After the Trustee conveys to any Person title to any Unit, no mechanic's lien shall be created against such Unit or its Common Element interest by reason of any subsequent contract by the Developer to improve or make additions to the Property.

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

- J. **Release of Claims.** Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, Occupant, the Association, its officers, members of the Board, the managing agent, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.
- K. **Construction** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of first-class condominium Buildings
- L. **Headings and Gender.** The headings and captions contained in this Declaration are inserted for convenient reference only and shall not be deemed to construe or limit the Articles and Paragraphs to which they apply. The word "his" whenever used in this Declaration shall include the masculine, feminine and neuter pronouns.
- M. **Ownership by Land Trustee.** In the event title to any Unit Ownership is conveyed to a land title holding trust, under the terms of which all powers of management, operation, and control of the Unit Ownership remain vested in the land trust beneficiary or beneficiaries, then the Unit Ownership under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation created under this Declaration and the Trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.
- N. **Utilities.** Each Unit Owner shall promptly pay when due the cost for all telephone, electricity and other utilities which are separately metered or billed to

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such Unit Owner or for the Unit owned by such Unit Owner by the utility company furnishing such utility. Utilities for the Property which are not separately metered or billed shall be part of the Common Expenses and paid by the Board.

- O. **Lease of Dwelling Units.** It shall be prohibited for any Unit Owner to lease or have his unit occupied by a person other than one defined as a "Unit Owner" or member of his immediate family without the express written consent of the Board of Directors of the Association. If any lease to, or occupancy of a unit, by a person other than a Unit Owner or their immediate family is made or attempted by any owner without complying with all the provision of this Section, such lease or occupancy shall be subject to each and every remedy given to the Board of Directors under this Declaration and the Illinois Condominium Property Act.

APPROVED THIS 10<sup>th</sup> DAY OF MAY, 2016 BY THE BOARD OF DIRECTORS OF COVINGTON MANOR CONDOMINIUM ASSOCIATION:

Ruth E. Reynolds D.P.

Amy Kaplan

Charles R. Stuckels, Treasurer

Robert Cunningham, President

Susan L. Hess

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL "A" (Original Parcel):

Recorder's Office on July 11, 1984, as Document No. 27168381 described as follows: Beginning at the Northeast corner of Lot 1 in said "CEDAR VIEW PHASE I"; thence along the North line of said Lot 1 North 89° 28' 40" West a distance of 300.14 feet; thence South 00° 31' 20" West a distance of 111.00 feet; thence South 89° 28' 40" East a distance of 301.15 feet to a point on the East line of said Lot 1; thence along the East line of said Lot 1 North 00° 00' East a distance of 111.00 feet to the point of beginning.

#### PARCEL "B" (FIRST ADDITION TO ORIGINAL PARCEL):

Of that part of Lot 2 in "CEDAR VIEW PHASE I", being a subdivision of part of the East half of the Northwest quarter of Section 8, Township 42 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded in the Cook County Recorder's Office on July 11, 1984, as Document No. 27168381, described as follows: Beginning at the Northwest corner of Lot 2 in said "CEDAR VIEW PHASE I"; thence South 89° 28' 40" East a distance of 106.00 feet; thence South 00° 31' 20" West a distance of 184.62 feet to a point of curvature; thence along a curve to the left having a radius of 124.00 feet a distance of 142.87 feet; thence South 30° 43' 24" West a distance of 52.65 feet; thence South 110 38' 32" West a distance of 93.80 feet to a point on the South line of said Lot 2; thence North 37° 47' 00" West a distance of 217.84 feet; thence North 00° 31' 20" East a distance of 264.52 feet to the point of beginning.

#### PARCEL "C" (SECOND ADDITION TO ORIGINAL PARCEL):

Of that part of Lot 2 in "CEDAR VIEW PHASE I", being a subdivision of part of the East Half of the Northwest Quarter of Section 8, Township 42 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded in the Cook County Recorder's Office on July 11, 1984, as Document No. 27168381, described as follows: Commencing at the Southeast corner of Lot 2 in said "CEDAR VIEW PHASE I"; thence North 80° 40' 20" West a distance of 203.12 feet to the point of beginning; thence continuing North 89° 40' 20" West a distance of 131.95 feet; thence North 11° 38' 32" East a distance of 93.80 feet; thence North 30° 43' 24" East a distance of 52.65 feet to a point of curvature; thence along a curve to the left having a radius of 124.00 feet, a distance of 52.06 feet; thence South 89° 32' 59" East a distance of 35.67 feet; thence South 00° 00' 00" West a distance of 126.44 feet to the point of beginning.

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## PARCEL "D" (THIRD ADDITION TO ORIGINAL PARCEL):

That part of Lot 1 and that part of Lot 2, both in "CEDAR VIEW PHASE I", being a subdivision of part of the East Half of the Northeast Quarter of Section 8, Township 42 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded in the Cook County Recorder's Office on July 11, 1984 as Document No. 27168381 described as follows: Beginning at the Southeast corner of Lot 1 in said "CEDAR VIEW PHASE I"; thence North 89° 32' 59" West a distance of 338.37 feet to a point of curvature; thence along a curve to the right having a radius of 70.00 feet a distance of 110.06 feet; thence North 00° 31' 20" East a distance of 32.62 feet; thence South 89° 27' 58" East a distance of 106.00 feet; thence North 00° 31' 20" East a distance of 41.00 feet; thence South 89° 28' 40" East a distance of 301.15 feet; thence South 00° 00' 00" West a distance of 143.22 feet to the point of beginning, AND ALSO, Beginning at the Southeast corner of Lot 2 in said "CEDAR VIEW PHASE I"; thence North 89° 40' 20" West a distance of 203.12 feet; thence North 00° 00' 00" East a distance of 126.44 feet; thence South 89° 32' 59" East a distance of 203.12 feet; thence South 00° 00' 00" West a distance of 126.00 feet to the point of beginning.

## PARCEL "E" (FOURTH ADDITION TO ORIGINAL PARCEL):

Of that part of Lot 1 in "CEDAR VIEW PHASE 2", being a subdivision of part of the East Half of the Northwest Quarter of Section 8, Township 42 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded in the Cook County Recorder's Office on May 9, 1985, as Document No. 85013720, described as follows: Beginning at the Northeast corner of Lot 1 in said "CEDAR VIEW PHASE 2"; thence South 00° 31' 20" West a distance of 136.00 feet; thence North 68° 28' 45" West a distance of 106.04 feet; thence North 89° 28' 40" West a distance of 107.00 feet; thence North 00° 31' 20" East a distance of 98.00 feet; thence South 89° 28' 40" East a distance of 206.00 feet to the point of beginning.

## PARCEL "F" (FIFTH ADDITION TO ORIGINAL PARCEL):

Of that part of Lot 1 in "CEDAR VIEW PHASE 2", being a subdivision of part of the East Half of the Northeast Quarter of Section 8, Township 42 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded in the Cook County Recorder's Office on May 9, 1985, as Document No. 85013720, described as follows: Commencing at the Northeast corner of Lot 1 in said "CEDAR VIEW PHASE 2"; thence South 00° 31' 20" West a distance of 136.00 feet to the point of beginning; thence continuing South 00° 31' 20" West a distance of 128.52 feet; thence South 37° 47' 00" East a distance of 217.83 feet; thence North 89° 40' 20" West a distance of 335.00 feet; thence North 08° 08' 31" East a distance of 124.19 feet to a point of curvature; thence along a curve to the left having a radius of 54.00 feet a distance of 153.80 feet, (the

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chord of which bears North 16° 32' 08" East and measures 106.84 feet); thence North 65° 04' 16" West a distance of 24.85 feet to a point of curvature: thence along a curve to the right having a radius of 50.00 feet a distance of 57.24 feet, (the chord of which bears North 32° 16' 28" West and measures 54.17 feet); thence North 00° 31' 20" East a distance of 57.00 feet; thence South 89° 28' 40" East a distance of 107.00 feet; thence South 68° 28' 45" East a distance of 106.04 feet to the point of beginning.

## PARCEL "G" (SIXTH ADDITION TO ORIGINAL PARCEL):

Of that part of Lot 1 in "CEDAR VIEW PHASE 2", being a subdivision of part of the East Half of the Northeast Quarter of Section 8, Township 42 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded in the Cook County Recorder's Office on May 9, 1985, as Document No. 85013720, described as follows: Beginning at the Northwest corner of Lot 1 in said "CEDAR VIEW PHASE 2"; thence South 89° 28' 40" East a distance of 98.00 feet; thence South 00° 31' 20" West a distance of 155.00 feet to a point of curvature; thence along a curve to the left, tangent to the last described line, having a radius of 144.00 feet a distance of 45.55 feet to a point of tangency; thence South 17° 36' 00" East, tangent to the last described curve, a distance of 81.00 feet to a point of curvature; thence along a curve to the left having a radius of 54.00 feet (the chord of which bears South 49° 43' 41" East and measures 57.44 feet) a distance of 60.59 feet; thence South 08° 08' 31" West a distance of 124.19 feet; thence North 89° 40' 20" West a distance of 60.63 feet; thence North 24° 38' 17" West a distance of 229.08 feet; thence North 00° 31' 20" East a distance of 229.45 feet to the point of beginning....., AND ALSO, That part of Lot 1 in "CEDAR VIEW PHASE I", being a subdivision of part of the East Half of the Northeast Quarter of Section 8, Township 42 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded in the Cook County Recorder's Office on July 11, 1984, as Document No. 27168381, described as follows: Beginning at the Northwest corner of Lot 1 in said "CEDAR VIEW PHASE I"; thence South 89° 28' 40" East along the North line of said Lot 1 a distance of 106.00 feet; thence South 00° 31' 20" West a distance of 152.00 feet; thence North 89° 28' 40" West a distance of 106.00 feet to the West line of said Lot 1; thence North 00° 31' 20" East along said West line a distance of 152.00 feet to the point of beginning.

## PARCEL "H".(SEVENTH ADDITION TO ORIGINAL PARCEL);

Of that part of Lot 1 in "CEDAR VIEW PHASE 3", being a subdivision of part of the East Half of the Northeast Quarter of Section 8, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded in the Cook County Recorder's Office on October 30, 1985, as Document No. 85-

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260270, described as follows: Beginning at the Northeast corner of Lot 1 in said "CEDAR VIEW PHASE 3"; thence South 00 degrees 31' 20" West a distance of 229.45 feet; thence South 24° 38' 17" East a distance of 27.00 feet; thence South 65° 21' 43" West a distance of 64.31 feet; thence North 80° 47' 34" West a distance of 113.00 feet to a point of curvature; thence along a curve to the left having a radius of 54.00 feet a distance of 65.75 feet (the chord of which bears North 25 degrees 40' 14" West and measures 61.76 feet); thence North 60° 32' 43" West a distance of 30.46 feet; thence North 00° 01' 35" East a distance of 133.50 feet to a point of curvature; thence along a curve to the right having a radius of 60.00 feet a distance of 94.77 feet (the chord of which bears North 45° 16' 19" East and measures 85.22 feet); thence South 89° 28' 40" East a distance of 15351 feet to the point of beginning.

## PARCEL "I" (EIGHTH ADDITION TO ORIGINAL PARCEL):

Of that part of Lot 1 in "CEDAR VIEW PHASE 3", being a subdivision of part of the East Half of the Northeast Quarter of Section 8, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded in the Cook County Recorder's Office on October 30, 1985, as Document No. 85-260270, described as follows: Commencing at the Southwest corner of said Lot 1; thence South 89° 40' 20" East along the South line of said Lot 1 a distance of 31.00 feet to the point of beginning; thence North 37° 32' 08" East a distance of 174.31 feet to a point of curvature; thence along a curve to the left having a radius of 54.00 feet a distance of 111.51 feet (the chord of which bears North 68° 22' 22" East and measures 92.73 feet); thence South 80° 47' 34" East a distance of 113.00 feet; thence North 65° 21' 43" East a distance of 64.31 feet; thence South 24° 38' 17" East a distance of 202.08 feet to the South line of said Lot 1; thence North 89° 40' 20" West along the South line of said Lot 1 a distance of 446.65 feet to the point of beginning.

## PARCEL "J" (NINTH ADDITION TO ORIGINAL PARCEL):

Of that part of Lot 1 in "CEDAR VIEW PHASE 3" being a subdivision of part of the East Half of the Northeast Quarter of Section 8, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded in the Cook County Recorder's Office on October 30, 1985, as Document No. 85-260270, described as follows: Beginning at the Northwest corner of said Lot 1; thence South 89° 28' 40" East along the North line of said Lot 1 a distance of 116.00 feet; thence South 00° 01' 35" West a distance of 310.49 feet to a point of curvature; thence along a curve to the left having a radius of 54.00 feet a distance of 49.47 feet; thence South 37° 32' 08" West a distance of 174.31 feet to the South line of said Lot 1; thence North 89° 40' 20" West along the South line of said Lot 1 a distance of 31.00 feet to the Southwest corner of said Lot 1; thence North 00° 01' 42" East along the West line of said Lot 1 a distance of 492.44 feet to the point of beginning.

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## Property Index Numbers:

03-08-201-038-1001	03-08-201-038-1041	03-08-201-038-1081
03-08-201-038-1002	03-08-201-038-1042	03-08-201-038-1082
03-08-201-038-1003	03-08-201-038-1043	03-08-201-038-1083
03-08-201-038-1004	03-08-201-038-1044	03-08-201-038-1084
03-08-201-038-1005	03-08-201-038-1045	03-08-201-038-1085
03-08-201-038-1006	03-08-201-038-1046	03-08-201-038-1086
03-08-201-038-1007	03-08-201-038-1047	03-08-201-038-1087
03-08-201-038-1008	03-08-201-038-1048	03-08-201-038-1088
03-08-201-038-1009	03-08-201-038-1049	03-08-201-038-1089
03-08-201-038-1010	03-08-201-038-1050	03-08-201-038-1090
03-08-201-038-1011	03-08-201-038-1051	03-08-201-038-1091
03-08-201-038-1012	03-08-201-038-1052	03-08-201-038-1092
03-08-201-038-1013	03-08-201-038-1053	03-08-201-038-1093
03-08-201-038-1014	03-08-201-038-1054	03-08-201-038-1094
03-08-201-038-1015	03-08-201-038-1055	03-08-201-038-1095
03-08-201-038-1016	03-08-201-038-1056	03-08-201-038-1096
03-08-201-038-1017	03-08-201-038-1057	03-08-201-038-1097
03-08-201-038-1018	03-08-201-038-1058	03-08-201-038-1098
03-08-201-038-1019	03-08-201-038-1059	03-08-201-038-1099
03-08-201-038-1020	03-08-201-038-1060	03-08-201-038-1100
03-08-201-038-1021	03-08-201-038-1061	03-08-201-038-1101
03-08-201-038-1022	03-08-201-038-1062	03-08-201-038-1102
03-08-201-038-1023	03-08-201-038-1063	03-08-201-038-1103



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03-08-201-038-1024	03-08-201-038-1064	03-08-201-038-1104
03-08-201-038-1025	03-08-201-038-1065	03-08-201-038-1105
03-08-201-038-1026	03-08-201-038-1066	03-08-201-038-1106
03-08-201-038-1027	03-08-201-038-1067	03-08-201-038-1107
03-08-201-038-1028	03-08-201-038-1068	03-08-201-038-1108
03-08-201-038-1029	03-08-201-038-1069	03-08-201-038-1109
03-08-201-038-1030	03-08-201-038-1070	03-08-201-038-1110
03-08-201-038-1031	03-08-201-038-1071	03-08-201-038-1111
03-08-201-038-1032	03-08-201-038-1072	03-08-201-038-1112
03-08-201-038-1033	03-08-201-038-1073	03-08-201-038-1113
03-08-201-038-1034	03-08-201-038-1074	03-08-201-038-1114
03-08-201-038-1035	03-08-201-038-1075	03-08-201-038-1115
03-08-201-038-1036	03-08-201-038-1076	03-08-201-038-1116
03-08-201-038-1037	03-08-201-038-1077	03-08-201-038-1117
03-08-201-038-1038	03-08-201-038-1078	03-08-201-038-1118
03-08-201-038-1039	03-08-201-038-1079	03-08-201-038-1119
03-08-201-038-1040	03-08-201-038-1080	03-08-201-038-1120
03-08-201-038-1121	03-08-201-038-1125	03-08-201-038-1129
03-08-201-038-1122	03-08-201-038-1126	03-08-201-038-1130
03-08-201-038-1123	03-08-201-038-1127	03-08-201-038-1131
03-08-201-038-1124	03-08-201-038-1128	03-08-201-038-1132

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## EXHIBIT B

## AFFIDAVIT

STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF COOK     )

Dolores Cavenaugh state that I am the President of the Board of Directors for the Covington Manor Condominium Association, and that a copy of the foregoing Amended and Restated Declaration was either delivered personally to each Unit Owner at the Association or was sent by regular U.S. Mail, postage prepaid, to each Unit Owner in the Association at the address of the unit or such other address as the Owner has provided to the Board of Directors for purposes of mailing notices. I further state that the Unit Owners did not file a petition with the Board, pursuant to the requirements of Section 18.5 of the Illinois Condominium Property Act, objecting to the adoption of this Amendment.

By: Dolores A. Cavenaugh  
Title: President

Subscribed and Sworn to before me  
this 19<sup>th</sup> day of May, 2016

Charlene Montalbano  
Notary Public

