

UNOFFICIAL COPY



Doc# 1701239037 Fee \$104.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/12/2017 11:38 AM PG: 1 OF 34

For Use By Recorder's Office Only

AMENDED AND RESTATED DECLARATION FOR THE LAKE OF THE WINDS CONDOMINIUM HOMEOWNERS ASSOCIATION

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

Pamela J. Park
Kovitz Shifrin Nesbit
175 North Archer Avenue,
Mundelein, IL 60060 - 847.537.0500

RECORDING FEE 104.00
DATE 1-12-17 COPIES 6
OK BY B. M...

UNOFFICIAL COPY

AMENDED AND RESTATED DECLARATION FOR THE LAKE OF THE WINDS CONDOMINIUM HOMEOWNERS ASSOCIATION

TABLE OF CONTENTS

ARTICLE 1. DEFINITIONS..... 4

ARTICLE 2. SUBMISSION OF PROPERTY TO THE ACT..... 6

ARTICLE 3. PLAT..... 6

ARTICLE 4. UNIT IDENTIFICATION 6

ARTICLE 5. ADMINISTRATION AND OPERATION OF THE PROPERTY 6

ARTICLE 6. INDEMNITY..... 7

ARTICLE 7. BOARD’S DETERMINATION BINDING 7

ARTICLE 8. OWNERSHIP OF THE COMMON ELEMENTS 7

ARTICLE 9. NO SEVERANCE OF OWNERSHIP 8

ARTICLE 10. USE OF THE COMMON ELEMENTS 8

ARTICLE 11. COMMON EXPENSES 8

ARTICLE 12. SEPARATE MORTGAGES..... 9

ARTICLE 13. SEPARATE REAL ESTATE TAXES 9

ARTICLE 14. INSURANCE..... 9

ARTICLE 15. MAINTENANCE, REPAIRS AND REPLACEMENTS 11

ARTICLE 16. ALTERATIONS, ADDITIONS OR IMPROVEMENTS 12

ARTICLE 17. DECORATING..... 12

ARTICLE 18. EASEMENTS 13

ARTICLE 19. SALE OR LEASE BY UNIT OWNER-FIRST OPTION TO BOARD..... 13

ARTICLE 20. USE AND OCCUPANCY RESTRICTIONS 16

ARTICLE 21. REMEDIES..... 17

UNOFFICIAL COPY

ARTICLE 22. AMENDMENT..... 18

ARTICLE 23. NOTICES..... 18

ARTICLE 24. SEVERABILITY 19

ARTICLE 25. PERPETUITIES AND OTHER RULES OR PROPERTY..... 19

ARTICLE 26. RIGHTS AND OBLIGATIONS..... 19

ARTICLE 27. GENERAL PROVISIONS 20

EXHIBIT "A" 21

EXHIBIT "B" 23

EXHIBIT "C" – BYLAWS 24

ARTICLE I – MEMBERS..... 24

ARTICLE II – BOARD OF MANAGERS 26

ARTICLE III – ASSESSMENTS..... 30

ARTICLE IV – GENERAL PROVISIONS 33

ARTICLE V – AMENDMENTS..... 34

Property of Cook County Clerk's Office

UNOFFICIAL COPY

AMENDED AND RESTATED DECLARATION FOR THE LAKE OF THE WINDS CONDOMINIUM HOMEOWNERS ASSOCIATION

WHEREAS, the Association and its Owners are the record owner of a certain parcel of real estate in the County of Cook, State of Illinois, legally described on the exhibit attached hereto, designated EXHIBIT "A" and by reference made an integral part hereof; and

WHEREAS, the above-described real estate together with all buildings, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, have been submitted to the provisions of the Condominium Property Act of the State of Illinois; and

WHEREAS, certain easements and rights in, over and upon said Property for the benefit of its owners and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the several owners, mortgagees, occupants and any other persons hereafter acquiring any interest in said Property shall, at all times, enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness thereof.

WHEREAS, this Amendment is adopted pursuant to the provisions of Section 27(a)(i) of the Illinois Condominium Property Act.

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

1. DEFINITIONS

As used herein, unless the context otherwise requires:

- (a) "Act" means the "Condominium Property Act" of the State of Illinois.
- (b) "Declaration" means this Amended and Restated Declaration by which the property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as from time to time amended.
- (c) "Parcel" means the Parcel or tract of real estate, described above in this Declaration.
- (d) "Property" means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including buildings and all easements, rights and appurtenances belonging thereto, and all fixtures, equipment and furnishings intended for the mutual use, benefit or

UNOFFICIAL COPY

enjoyment of the unit owners.

- (e) "Unit" means a part of the Property, including one or more rooms and occupying one or more floors or a part or parts thereof, designed or intended for independent use as a one-family dwelling or such other incidental uses permitted by this Declaration, as set forth on Plat attached to the original Declaration as EXHIBIT "B", which Plat is incorporated herein by reference. Each Unit will consist of the space enclosed and bounded by the horizontal and vertical planes constituting the boundaries of such Unit as shown on the Plat; provided, however, that no structural components of a Building, and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within a Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed to be a part of said Unit.
- (f) "Common Elements" means all of the Property, except the Units, and shall include, but shall not be limited to, the land, foundations, hallways, stairways, entrances and exits, common parking areas, storage areas, basement, roof, incinerator, pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only said Unit), central heating and air conditioning system, public utility lines, floors, ceilings and perimeter walls of Units, (other than such portions thereof included within Unit boundaries as shown on the Plat), structural components of the Building, outside walks and driveways, private water mains, sanitary and storm water sewers and detention basins, if any, landscaping, and all other portions of the Property except the individual Units. Structural components located within the boundaries of a Unit shall be part of the Common Elements.
- (g) "Limited Common Elements" means a portion of the Common Elements contiguous to and serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, including specifically, but not by way of limitation, balconies, patios, terraces and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows, and entryways, and of all associated fixtures and structures therein as lie outside the Unit boundaries. The Board as hereinafter defined may from time to time designate other portions of the Common Elements as Limited Common Elements including, but not limited to automobile parking spaces, storage lockers, rubbish collection areas, and such heating, plumbing and electrical fixtures and all associated pipes, ducts and wiring as may serve exclusively a single Unit or group of contiguous Units.
- (h) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (i) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.
- (j) "Majority" or "Majority of the Unit Owners" means the owners of more than Fifty

UNOFFICIAL COPY

(50%) Percent in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership of the Common Elements.

- (k) "Unit Ownership" means a part of the Property consisting of one Unit and the undivided interests in the Common Elements appurtenant thereto.
- (l) "Building" means the building or buildings located on the Parcel and forming part of the Property and containing the Units, as shown by the surveys of the respective floors of said Building included in the Plat.
- (m) "Original Declaration" means the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 23978498.

2. SUBMISSION OF PROPERTY TO THE ACT

The Parcel and the Property has been submitted to the provisions of the Condominium Property Act of the State of Illinois.

3. PLAT

The Plat attached to the Original Declaration as EXHIBIT "B", and by this reference made a part hereof, sets forth the measurements elevations, locations and other data, as required by the Act, including (1) the parcel and its exterior boundaries; (2) the Building and each floor thereof; and (3) each Unit of the building.

4. UNIT IDENTIFICATION

Each Unit is identified on the Plat by a distinguishing number or other symbol. The legal description of each Unit shall refer to such identifying number or symbol.

5. ADMINISTRATION AND OPERATION OF THE PROPERTY

The governing body for all of the Unit Owners for the administration and operation of the Property, as provided in the Act and in this Declaration and in the By-Laws, shall be the Board of Managers who shall be elected in the manner provided in the By-Laws. The Association has been incorporated as a not-for-profit corporation as provided by the Act, and is the governing body for all of the Unit Owners for the administration and operation of the Property as provided in the Act and in this Declaration and in the By-Laws. The Board of Directors of such Corporation shall constitute the Board of Managers provided for in the Act, and all rights, titles, powers, privileges and obligations vested in or imposed upon the Board of Managers in the Act and in this Declaration and in the By-Laws shall be held or performed by the Corporation or by the duly elected Members of the Board of Directors thereof and their successors in office. The By-Laws for the governing body shall be the By-Laws appended hereto as EXHIBIT "C" and made a part hereof.

UNOFFICIAL COPY

Whenever the word "Board" is used in this Declaration or in the By-Laws, it shall mean and refer to said Corporation acting through its Board of Directors. The Board shall be elected by the Unit Owners in accordance with the By-Laws. Neither the Board, the Corporation nor the Unit Owners shall be deemed to be conducting a business of any kind. All funds collected by the Board shall be held and expended for the purposes designated in the Declaration and By-Laws and (except for such adjustments as the Board may require to reflect delinquent prepaid and special assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in EXHIBIT "B", and shall be administered in accordance with the provisions of the Declaration and By-Laws. Each Unit Owner shall be a member of the Corporation (if same has been chartered) so long as he shall be a Unit Owner, and such membership shall automatically terminate when he ceases to be a Unit Owner, and upon transfer of his ownership interest, the next Unit Owner succeeding to such ownership interest shall likewise succeed to such membership in the Corporation.

6. INDEMNITY

The Members of the Board shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Unit Owners or the Corporation unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Corporation shall be executed by such members or officers or the Managing agent, as the case may be, as agents for the Unit Owners or for the Association.

7. BOARD'S DETERMINATION BINDING

In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question of interpretation or application of the provisions of the Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners.

8. OWNERSHIP OF THE 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 the schedule attached hereto as EXHIBIT "B" and by this reference made a part hereof as though fully set forth herein. The aforesaid percentages of ownership interest have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by recorded Amendment to this Declaration consented to in writing by all Unit Owners. Said ownership interests in the Common Elements shall be undivided interests; and the Common

UNOFFICIAL COPY

Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership as set forth in EXHIBIT "B". The ownership of each and of the Unit Owner's corresponding percentage of ownership in the Common Elements shall not be separated.

9. NO SEVERANCE OF OWNERSHIP

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

10. USE OF THE COMMON ELEMENTS

Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements) in common with all other Unit Owners, as may be required for the purposes of access and ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner, and the agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving exclusively his Unit. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and governed by the Provisions of the Act and of this Declaration and the By-Laws herein and the rules and regulations of the Board. The Board shall have the exclusive authority from time to time to adopt or amend administrative rules and regulations governing the use, occupancy and control of the Common Elements as more particularly provided in the By-Laws. The Board shall have the authority to lease or to grant licenses or concessions with respect to parts of the Common Elements, subject to the provisions of the Declaration and By-Laws, including specifically but not by way of limitation, common parking areas, laundry areas, storage areas, and commercial and recreational Areas.

11. COMMON EXPENSES

Each Unit Owner shall pay his proportionate share of the expenses of administration, maintenance and repair of the Common Elements and of any other expenses incurred in conformance with the Declaration and By-Laws or otherwise lawfully agreed upon (which expenses are herein sometimes referred to as "common expenses"). Such proportionate share of the common expenses for each Unit Owner shall be in the same ratio as his percentage of ownership in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act.

UNOFFICIAL COPY

12. SEPARATE MORTGAGES

Each Unit Owner shall have the right, subject to the provisions herein, to make separate mortgages or encumbrances on his respective Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property of any part thereof, except only to the extent of his Unit and his respective ownership interest in the Common Elements.

13. SEPARATE REAL ESTATE TAXES

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

14. INSURANCE

(a) **Property Insurance.** No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes: property insurance (i) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise determined by the Board, the bare walls, floors, and ceilings of the Unit, (ii) providing coverage for special form causes of loss, and (iii) 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. The insurance maintained under this subsection must include the Units, the Limited Common Elements except as otherwise determined by the Board, and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected. Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by Unit Owners.

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

UNOFFICIAL COPY

respective employees and agents and all persons acting as agents. The Unit Owners must be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.

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

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

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

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

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

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

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

(g) Directors and Officers Coverage. The Board must obtain directors and officers liability coverage at a level deemed reasonable by the Board, if not otherwise established by this Declaration or By-Laws. Directors and officers liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or this Declaration and By-Laws of the Association.

UNOFFICIAL COPY

(h) **Mandatory Unit Owner Coverage.** The Board may require condominium Unit Owners to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Unit Owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the Unit. The personal liability of a Unit Owner or Association member must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this subparagraph, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings. If the Unit Owner does not purchase or produce evidence of insurance requested by the Board, the directors may purchase the insurance coverage and charge the premium cost back to the Unit Owner. In no event is the Board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.

15. MAINTENANCE, REPAIRS AND REPLACEMENTS

Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Board as part of the common expenses, subject to the rules and regulations of the Board, provided, that at the discretion of the Board, maintenance, repairs and replacements of the Limited Common Elements may be assessed in whole or in part to Unit Owners benefited thereby and further, at the discretion of the Board, it may direct such Unit Owners in the name and for the account of such Unit Owners to arrange for such maintenance, repairs and replacements, to pay the cost thereof, and to procure and deliver to the Board such lien waivers and contractor's and sub-contractor's sworn statements as may be required to protect the Property from all mechanics or materialmen's lien claims that may arise therefrom.

The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or Common Elements, rather than against a particular Unit and its corresponding percentage of ownership in the Common Elements. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees) incurred by reason of such lien.

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any Unit is necessary to protect the Common Elements or any other portion of the Building, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owner, which notice may be served by delivering a copy thereof to any occupant of such Unit, or by mailing the same by certified or registered mail addressed to the Owner at the Unit. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner.

If, due to the act or neglect of a Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be

UNOFFICIAL COPY

caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance.

The Board shall have exclusive authority to take or refrain from taking, any action pursuant to this Paragraph 15. All expenses which, pursuant to this Paragraph 15, 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.

16. ALTERATIONS, ADDITIONS OR IMPROVEMENTS

No alterations of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as common expenses (or in the case of Limited Common Elements may charge to the Unit Owner benefited thereby) alterations and improvements of, and additions to, the Common Elements; provided however, that in the event the costs thereof are to be charged as common expenses the Board shall not approve such alterations, improvements or additions requiring an expenditure in excess of ONE THOUSAND (\$1,000.00) DOLLARS, without the approval of Unit Owners owning not less than 75% in the aggregate in interest of the undivided ownership of the Common Elements. Any Unit Owner may make alterations, additions or improvements within his Unit without the prior written approval of the Board, but in any event 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.

17. DECORATING

Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. In the event the boundaries of any Unit, as shown on the Plat, are the finished undecorated interior surfaces of the perimeter walls, floors and ceilings thereof, the owner of such Unit shall be entitled to the exclusive use of such surfaces, and such Unit Owner shall maintain such surfaces in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board, and each such Unit Owner shall have the right to decorate such surfaces from time to time in such manner as he may see fit and at his sole expense. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units as above provided) and any re-decorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the Common Expenses.

UNOFFICIAL COPY

18. EASEMENTS

(a) In the event that, by reason of the construction, settlement or shifting of the building, or the design or construction of any units, 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, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one unit encroach or shall hereafter encroach upon any part of any unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit and the common elements, as the case may be, so long as all or any part of the building containing such unit shall remain standing, provided however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owners of the common elements if such encroachment occurred due to the willful conduct of said owner or owners.

(b) The Village of Wheeling, Illinois and the Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company, and all other public utilities serving the Property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment and mains and detention basins, into and through the Common Elements for the purpose of providing services to the Property.

(c) All easements and rights described herein are easements, appurtenant, running with the land, perpetually in full force and effect, and at all times shall enure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagees and other person having an interest in said land or any part or portion thereof.

(d) Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

19. SALE OR LEASE BY UNIT OWNER-FIRST OPTION TO BOARD

If any Unit Owner, shall desire at any time to sell or lease his Unit Ownership, other than to a co-owner of the same Unit, he shall first give the Board at least thirty (30) days prior written notice of the proposed sale or lease, which notice shall state the name and address and financial and character references of the proposed purchaser or lessee and the terms of the proposed sale or lease. During the period of thirty (30) days following the receipt by the Board of such written notice, the Board shall have the right at its option to purchase or lease such Unit Ownership upon the same terms as the proposed sale or lease described in such notice.

If the Board shall give written notice to such Unit Owner within said thirty (30) day period that it has elected not to exercise such option, or if the Board shall fail to give written

UNOFFICIAL COPY

notice to such Unit Owner within said thirty (30) days period that it does or does not elect to purchase or lease such Unit Ownership upon the same terms as herein provided, then, such Unit Owner may proceed to consummate said proposed sale or lease transaction at any time within the next ninety (90) days thereafter; and if he fails to consummate said proposed sale or lease within said ninety (90) days, his Unit Ownership shall again become subject to the Board's right of first option as herein provided.

If the Board shall give written notice to such Unit Owner within said thirty (30) day period of its election to purchase or lease such Unit Ownership upon the same terms as the proposed sale or lease described in said written notice to it, then such purchase or lease by the Board shall be closed upon the same terms as such proposed sale or lease.

The Board shall have the authority to elect not to exercise such option and to give written notice of such election. A certificate executed and acknowledged by the president or secretary of the Board, certifying that the Board has elected not to exercise such option to purchase or lease such Unit Ownership upon the terms of such proposed sale or lease, shall be conclusive evidence of such election by the Board and of the compliance with the provisions hereof by the Unit Owner proposing to make such proposed sale or lease. Such certificate shall be furnished to such Unit Owner upon his compliance with the provisions hereof.

If the Board shall adopt a resolution recommending that it shall exercise its option to purchase or lease such Unit Ownership upon the terms of such proposed sale or lease, the Board shall promptly call a meeting of all of the Unit Owners for the purpose of voting upon such option, which meeting shall be held within said thirty (30) day period. If Unit Owners owning not less than 66 2/3% in the aggregate in interest of the undivided ownership of the Common Elements by affirmative vote at such meeting, authorize the Board to exercise such option to make such purchase or lease, then the Board shall promptly give written notice of such election as herein provided. In such event, such purchase or lease by the Board shall be closed and consummated, and, for such purpose, the Board shall have the authority to make such mortgage or other financing arrangements, and to make such assessments proportionately among all the respective Unit Owners, and to make such other arrangements, as the Board may deem desirable in order to close and consummate such purchase or lease of such Unit Ownership by the Board.

If the Board shall make any such purchase or lease of a Unit Ownership as herein provided, the Board or its nominee shall hold the same for the benefit of the remaining Unit Owners and shall have the authority at any time thereafter to sell or sublease such Unit Ownership upon such terms as the Board shall deem desirable, and all of the net proceeds or deficit therefrom shall be applied among, or charged to, such remaining Unit Owners in proportion to their respective interests in such Unit Ownership.

If a proposed lease of any Unit Ownership is made by any Unit Owner, after compliance with the foregoing provisions, a copy of the lease as and when executed shall be furnished by such Unit Owner to the Board, and the lessee thereunder shall be bound by and be subject to all of the obligations of such Unit Owner with respect to such Unit Ownership as provided in this Declaration and the By-Laws, and the lease shall expressly so provide. The Unit Owner making any such lease shall not be relieved thereby from any of his obligations. Upon the expiration or

UNOFFICIAL COPY

termination of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the Board's right of first option shall apply to such Unit Ownership.

If any sale or lease of a Unit Ownership is made or attempted by any Unit Owner without complying with the foregoing provisions, such sale or lease shall be subject to each and all of the rights and options of the Board hereunder and each and all of the remedies and actions available to the Board hereunder or at law or in equity in connection therewith.

The foregoing provisions with respect to the Board's right of first option as to any proposed sale or lease shall be and remain in full force and effect until the Property as a whole shall be sold or removed from the provisions of the Act, as provided in the Act, unless sooner rescinded or amended by the Unit Owners in the manner herein provided for amendments of this Declaration. The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions for the purpose of implementing and effectuating the foregoing provisions.

For the purposes of this Paragraph 19, the word "Owner" shall include any beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to a Unit Ownership, and the term "Unit Ownership" shall include the beneficial interest, shares of partnership interest, as the case may be, held by such Owner.

Pursuant to the Amendment recorded with the Office of the Recorder of Deeds of Cook County on November 19, 1996 as Document No. 96882042, this Section 19 was amended as follows:

Notwithstanding the foregoing language within this Section 19, the following shall apply to the leasing of all units. If there is any contradiction between the terms of the following language and the foregoing language with this Section 19, the following language shall control.

Leasing. No Unit, or interest therein, shall be leased by a Unit Owner. Each Unit Owner currently renting his or her Unit as of the recording date of the Amendment must, once the Unit is vacated by the current tenant, occupy the Unit as his or her personal residence, or maintain the Unit without occupancy, or sell or transfer the Unit.

Waiver. If a Unit vacated by a tenant in occupancy as of the recording date of this Amendment, or vacated by a Unit Owner for reasons beyond his control, cannot be sold in the 120 days following the vacating of the Unit despite reasonable efforts of the Unit Owner to sell said property, the Unit Owner may apply for a one year waiver of Section 19 in the following manner:

(a) The Unit Owner must submit a request in writing to the Board of Managers requesting a one year waiver of Section 19, setting out the reasons why they are entitled to same.

(b) The Board of Managers must be provided with a copy of the sales listing and the date the property was listed for sale or publicly advertised.

UNOFFICIAL COPY

(c) If, based on the data supplied to the Board of Managers by the Unit Owner, the Board finds that a reasonable attempt to sell the Unit has been made by the Unit Owner, the Board may grant a one year waiver of the provisions of Section 19. Any lease entered into under this Section 9 shall be in writing and for a period of one year. The lease must also contain a provision that failure by the tenant or the Unit Owner to abide by the Rules and Regulations of the Association may, in the discretion of the Board of Managers, result in termination of the lease by the Board of Managers.

(d) Copies of all leases must be submitted to the Board within ten (10) days after execution and prior to occupancy.

(e) All tenants shall acknowledge in writing that they have received copies of the Rules and Regulations of the Association and a copy of the written receipt shall be submitted to the Board of Managers.

(f) The effective date of this Amendment shall be deemed to be November 19, 1996, the date of recording with the Office of the Recorder of Deeds of Cook County.

(g) Any Unit being leased out in violation of this Amendment or any Unit Owner found to be in violation of the Rules and Regulations adopted by the Board of Managers may be subject to a flat or daily fine to be determined by the Board of Managers upon notice and an opportunity to be heard.

(h) In addition to the authority to levy fines against the Unit Owner for violations of this Section 19 or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Unit Owner and/or their tenant, under Article IX of the Code of Civil Procedure (735 ILCS 5/9 et seq.), an action for injunctive and other equitable relief, or an action at law for damages.

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

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

20. USE AND OCCUPANCY RESTRICTIONS

No unit shall be used for other than residential purposes. Each Unit shall be used as a residence for a single family, and for no other purpose, by the Unit Owner and his family, or by a person or single family to whom the Unit Owner shall have leased his Unit, subject to the provisions with respect to leasing contained in the Declaration.

UNOFFICIAL COPY

The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the respective families residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective Units; provided, however, the common parking areas, storage areas, laundry room, management office, and other special areas shall be used for the purposes approved by the Board.

21. REMEDIES

In the event of any default by any Unit Owner under the provisions of the Act, Declaration, By-Laws or rules and regulations of the Board, the Board or its agents shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-Laws or said rules and regulations of which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to sell the same as hereinafter in this paragraph provided, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of seven percent (7%) per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for non-payment of his respective share of the common expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property. In the event of any such default by any Unit Owner, the Board and the manager or managing agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise by the Board.

If any Unit Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall not be cured within thirty (30) days after notice in writing from the Board, or shall re-occur more than once thereafter, then the Board shall have the power to issue to said defaulting Owner a 10-day notice in writing to terminate the rights of the said defaulting 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 Board against said defaulting Owner for a decree of mandatory injunction against said defaulting Owner or occupant or (subject to the prior consent in writing of any mortgagee having a security interest in the Unit Ownership of said defaulting Owner, which consent shall not be unreasonably withheld), in the alternative for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Unit owned by him on account of said violation, and ordering that all the right, title

UNOFFICIAL COPY

and interest of said defaulting 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 determine, except that the court shall enjoin and restrain the said defaulting Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration. Any holder of any recorded mortgage or trust deed who comes into possession of a Unit pursuant to remedies provided therein, foreclosure of same, or deed in lieu of foreclosure, shall take said Unit free of any claims for unpaid assessments or charges against said Unit which accrue prior to such holder coming into possession of said Unit (except for claims for a pro-rate share of any assessments or charges resulting from a pro-rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

22. AMENDMENT

The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by Unit Owners having at least three-fourths (3/4) of the total vote, and certified by the secretary of the Board, provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit of said secretary certifying to such mailing is a part of such instrument.

Notwithstanding the provisions of the foregoing paragraph, if the Act, or this Declaration or the By-Laws, requires the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all the Unit Owners or all lien holders or both as required by the Act or this Declaration.

The change, modification or rescission, whether accomplished under either of the provisions of the preceding two paragraphs, shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County; provided, however, that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Condominium Property Act.

23. NOTICES

Notices provided for in the Act, Declaration or By-Laws shall be in writing, and shall be addressed to the Board, or any Unit Owner, as the case may be at the address of the office of the Board of Managers (indicating thereon the number of the respective Unit or apartment if

UNOFFICIAL COPY

addressed to a Unit Owner), or at such other address as hereinafter provided. The Board may designate a different address for notices to it by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Board. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgement of the receipt thereof.

Upon written request to the Board, the holder of any recorded mortgage or trust deed encumbering any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner or Owners whose Unit is subject to such mortgage or trust deed.

24. SEVERABILITY

If any provision of the Declaration or By-Laws or any section, sentence, clause, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Declaration and By-Laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

25. PERPETUITIES AND OTHER RULES OR PROPERTY

If any of the options, privileges, covenants or rights created by this Declaration would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) 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 survivor of the now living lawful descendants of the incumbent Mayor of the City of Chicago, and the incumbent President of the United States.

26. RIGHTS AND OBLIGATIONS

Each Unit Owner by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any Person having at any time any interest or estate in said land, and shall inure to the benefit of such Person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation to the rights described in this Paragraph or described in any other part of this Declaration or the By-Laws shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

UNOFFICIAL COPY

27. GENERAL PROVISIONS

(a) 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.

(b) The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class condominium.

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

APPROVED THIS _____ DAY OF _____, 20__ BY THE BOARD OF DIRECTORS OF LAKE OF THE WINDS CONDOMINIUM HOMEOWNERS ASSOCIATION:

UNOFFICIAL COPY

LAKE OF THE WINDS CONDOMINIUM HOMEOWNERS ASSOCIATION EXHIBIT "A"

TO

DECLARATION OF CONDOMINIUM OWNERSHIP

Units 1A Through 4U In 1500 West Harbour Drive Condominium As Delineated On Survey Of The Following Described Parcel Of Real Estate: (Hereinafter Referred To As Parcel): Part Of Lot 1 Of Lake Of The Winds Subdivision, Being A Resubdivision Of The North Half Of Lot 7 (Except The East 20 Feet Thereof Used For Roadway) Of The North Half Of Lot 7 (Except The East 20 Feet Thereof Used For Roadway) In The School Trustees' Subdivision Of Section 16, Township 42 North, Range 11, East Of The Third Principal Meridian, In The Village Of Wheeling, Which Survey Is Attached As Exhibit "B" To The Declaration Made By Lasalle National Bank, A National Banking Association, As Trustee Under Trust Agreement Dated November 27, 1972 And Known As Trust No. 45068 Recorded In The Office Of The Recorder Of Cook County, Illinois As Document No. 22762748, In Cook County, Illinois.

Unit	Pin	Commonly known as (for informational purposes only)
1A	03-16-202-008-1001	1500 Harbour Dr Unit 1A Wheeling, IL 60090
1B	03-16-202-008-1002	1500 Harbour Dr Unit 1B Wheeling, IL 60090
1C	03-16-202-008-1003	1500 Harbour Dr Unit 1C Wheeling, IL 60090
1D	03-16-202-008-1004	1500 Harbour Dr Unit 1D Wheeling, IL 60090
1E	03-16-202-008-1005	1500 Harbour Dr Unit 1E Wheeling, IL 60090
1F	03-16-202-008-1006	1500 Harbour Dr Unit 1F Wheeling, IL 60090
1G	03-16-202-008-1007	1500 Harbour Dr Unit 1G Wheeling, IL 60090
1H	03-16-202-008-1008	1500 Harbour Dr Unit 1H Wheeling, IL 60090
1J	03-16-202-008-1009	1500 Harbour Dr Unit 1J Wheeling, IL 60090
1K	03-16-202-008-1010	1500 Harbour Dr Unit 1K Wheeling, IL 60090
1L	03-16-202-008-1011	1500 Harbour Dr Unit 1L Wheeling, IL 60090
1M	03-16-202-008-1012	1500 Harbour Dr Unit 1M Wheeling, IL 60090
1N	03-16-202-008-1013	1500 Harbour Dr Unit 1N Wheeling, IL 60090
1P	03-16-202-008-1014	1500 Harbour Dr Unit 1P Wheeling, IL 60090
1Q	03-16-202-008-1015	1500 Harbour Dr Unit 1Q Wheeling, IL 60090
1R	03-16-202-008-1016	1500 Harbour Dr Unit 1R Wheeling, IL 60090
1S	03-16-202-008-1017	1500 Harbour Dr Unit 1S Wheeling, IL 60090
1T	03-16-202-008-1018	1500 Harbour Dr Unit 1T Wheeling, IL 60090
2A	03-16-202-008-1019	1500 Harbour Dr Unit 2A Wheeling, IL 60090
2B	03-16-202-008-1020	1500 Harbour Dr Unit 2B Wheeling, IL 60090
2C	03-16-202-008-1021	1500 Harbour Dr Unit 2C Wheeling, IL 60090
2D	03-16-202-008-1022	1500 Harbour Dr Unit 2D Wheeling, IL 60090
2E	03-16-202-008-1023	1500 Harbour Dr Unit 2E Wheeling, IL 60090
2F	03-16-202-008-1024	1500 Harbour Dr Unit 2F Wheeling, IL 60090
2G	03-16-202-008-1025	1500 Harbour Dr Unit 2G Wheeling, IL 60090
2H	03-16-202-008-1026	1500 Harbour Dr Unit 2H Wheeling, IL 60090
2J	03-16-202-008-1027	1500 Harbour Dr Unit 2J Wheeling, IL 60090
2K	03-16-202-008-1028	1500 Harbour Dr Unit 2K Wheeling, IL 60090

UNOFFICIAL COPY

Unit	Pin	Commonly known as (for informational purposes only)
2L	03-16-202-008-1029	1500 Harbour Dr Unit 2L Wheeling, IL 60090
2M	03-16-202-008-1030	1500 Harbour Dr Unit 2M Wheeling, IL 60090
2N	03-16-202-008-1031	1500 Harbour Dr Unit 2N Wheeling, IL 60090
2P	03-16-202-008-1032	1500 Harbour Dr Unit 2P Wheeling, IL 60090
2Q	03-16-202-008-1033	1500 Harbour Dr Unit 2Q Wheeling, IL 60090
2R	03-16-202-008-1034	1500 Harbour Dr Unit 2R Wheeling, IL 60090
2S	03-16-202-008-1035	1500 Harbour Dr Unit 2S Wheeling, IL 60090
2T	03-16-202-008-1036	1500 Harbour Dr Unit 2T Wheeling, IL 60090
2U	03-16-202-008-1037	1500 Harbour Dr Unit 2U Wheeling, IL 60090
3A	03-16-202-008-1038	1500 Harbour Dr Unit 3A Wheeling, IL 60090
3B	03-16-202-008-1039	1500 Harbour Dr Unit 3B Wheeling, IL 60090
3C	03-16-202-008-1040	1500 Harbour Dr Unit 3C Wheeling, IL 60090
3D	03-16-202-008-1041	1500 Harbour Dr Unit 3D Wheeling, IL 60090
3E	03-16-202-008-1042	1500 Harbour Dr Unit 3E Wheeling, IL 60090
3F	03-16-202-008-1043	1500 Harbour Dr Unit 3F Wheeling, IL 60090
3G	03-16-202-008-1044	1500 Harbour Ln Unit 3G Wheeling, IL 60090
3H	03-16-202-008-1045	1500 Harbour Dr Unit 3H Wheeling, IL 60090
3J	03-16-202-008-1046	1500 Harbour Dr Unit 3J Wheeling, IL 60090
3K	03-16-202-008-1047	1500 Harbour Dr Unit 3K Wheeling, IL 60090
3L	03-16-202-008-1048	1500 Harbour Dr Unit 3L Wheeling, IL 60090
3M	03-16-202-008-1049	1500 Harbour Dr Unit 3M Wheeling, IL 60090
3N	03-16-202-008-1050	1500 Harbour Dr Unit 3N Wheeling, IL 60090
3P	03-16-202-008-1051	1500 Harbour Dr Unit 3P Wheeling, IL 60090
3Q	03-16-202-008-1052	1500 Harbour Dr Unit 3Q Wheeling, IL 60090
3R	03-16-202-008-1053	1500 Harbour Dr Unit 3R Wheeling, IL 60090
3S	03-16-202-008-1054	1500 Harbour Dr Unit 3S Wheeling, IL 60090
3T	03-16-202-008-1055	1500 Harbour Dr Unit 3T Wheeling, IL 60090
3U	03-16-202-008-1056	1500 Harbour Dr Unit 3U Wheeling, IL 60090
4A	03-16-202-008-1057	1500 Harbour Dr Unit 4A Wheeling, IL 60090
4B	03-16-202-008-1058	1500 Harbour Dr Unit 4B Wheeling, IL 60090
4C	03-16-202-008-1059	1500 Harbour Dr Unit 4C Wheeling, IL 60090
4D	03-16-202-008-1060	1500 Harbour Dr Unit 4D Wheeling, IL 60090
4E	03-16-202-008-1061	1500 Harbour Dr Unit 4E Wheeling, IL 60090
4F	03-16-202-008-1062	1500 Harbour Dr Unit 4F Wheeling, IL 60090
4G	03-16-202-008-1063	1500 Harbour Dr Unit 4G Wheeling, IL 60090
4H	03-16-202-008-1064	1500 Harbour Dr Unit 4H Wheeling, IL 60090
4J	03-16-202-008-1065	1500 Harbour Dr Unit 4J Wheeling, IL 60090
4K	03-16-202-008-1066	1500 Harbour Dr Unit 4K Wheeling, IL 60090
4L	03-16-202-008-1067	1500 Harbour Dr Unit 4L Wheeling, IL 60090
4M	03-16-202-008-1068	1500 Harbour Dr Unit 4M Wheeling, IL 60090
4N	03-16-202-008-1069	1500 Harbour Dr Unit 4N Wheeling, IL 60090
4P	03-16-202-008-1070	1500 Harbour Dr Unit 4P Wheeling, IL 60090
4Q	03-16-202-008-1071	1500 Harbour Dr Unit 4Q Wheeling, IL 60090
4R	03-16-202-008-1072	1500 Harbour Dr Unit 4R Wheeling, IL 60090
4S	03-16-202-008-1073	1500 Harbour Dr Unit 4S Wheeling, IL 60090
4T	03-16-202-008-1074	1500 Harbour Dr Unit 4T Wheeling, IL 60090
4U	03-16-202-008-1075	1500 Harbour Dr Unit 4U Wheeling, IL 60090

UNOFFICIAL COPY

LAKE OF THE WINDS CONDOMINIUM HOMEOWNERS ASSOCIATION EXHIBIT "B"

TO

DECLARATION OF CONDOMINIUM OWNERSHIP 1500 W. HARBOUR DRIVE WHEELING, ILLINOIS

UNIT NO.	PERCENTAGE INTEREST IN COMMON ELEMENTS	UNIT NO.	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	1.248	3-A	1.291
1-B	1.248	3-B	1.291
1-C	1.444	3-C	1.487
1-B	1.444	3-D	1.487
1-E	1.248	3-E	1.443
1-F	1.032	3-F	1.075
1-G	1.032	3-G	1.075
1-H	1.635	3-H	1.678
1-J	1.444	3-J	1.487
1-K	1.444	3-K	1.487
1-L	1.248	3-L	1.443
1-M	1.032	3-M	1.075
1-N	1.032	3-N	1.291
1-P	1.248	3-P	1.291
1-Q	1.444	3-Q	1.487
1-R	1.444	3-R	1.487
1-S	1.032	3-S	1.075
1-T	1.248	3-T	1.443
		3-U	1.291
2-A	1.271	4-A	1.314
2-B	1.271	4-B	1.314
2-C	1.463	4-C	1.506
2-D	1.463	4-D	1.506
2-E	1.420	4-E	1.463
2-F	1.056	4-F	1.099
2-G	1.056	4-G	1.099
2-H	1.659	4-H	1.702
2-J	1.463	4-J	1.506
2-K	1.463	4-K	1.506
2-L	1.420	4-L	1.463
2-M	1.056	4-M	1.099
2-N	1.271	4-N	1.314
2-P	1.271	4-P	1.314
2-Q	1.463	4-Q	1.506
2-R	1.463	4-R	1.506
2-S	1.056	4-S	1.099
2-T	1.420	4-T	1.463
2-U	1.271	4-U	1.314

UNOFFICIAL COPY

LAKE OF THE WINDS CONDOMINIUM HOMEOWNERS ASSOCIATION
EXHIBIT "C"
TO
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP

AMENDED AND RESTATED BY-LAWS OF BOARD OF MANAGERS

ARTICLE I
MEMBERS
(Unit Owners)

SECTION 1: The direction and administration of the Property shall be vested in a Board of Managers (hereinafter referred to as the "Board"), consisting of three (3) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Unit Owners; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner of such corporation, beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

SECTION 2: The Association shall have one class of membership. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "voting member". Such voting member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and must bear the date of execution and is invalid after 11 months from the date of its execution and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy. Voting shall be on a percentage basis. The percentage vote to which each Unit is entitled is the percentage interest of the undivided ownership of the Common Elements appurtenant thereto. The total number of votes of all voting members shall be 100, and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in EXHIBIT "B".

If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting as set forth in this subsection, Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting or (ii) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the Declaration, By-Laws, or rule. The ballots shall be mailed or otherwise distributed to Unit Owners not less than 10 and not more than 30 days before the election meeting, and the Board shall give Unit Owners not less than 21 days' prior written notice of the deadline for inclusion of a candidate's name on the ballots. The deadline shall be no more than 7 days before the ballots are mailed or otherwise

UNOFFICIAL COPY

distributed to Unit Owners. Every such ballot must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person casting the ballot the opportunity to cast votes for candidates whose names do not appear on the ballot. A ballot received by the Association or its designated agent after the close of voting shall not be counted. A Unit Owner who submits a ballot by mail or other means of delivery specified in the Declaration, By-Laws, or rule may request and cast a ballot in person at the election meeting, and thereby void any ballot previously submitted by that Unit Owner.

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

SECTION 3: Written notice of any membership meeting shall be mailed or delivered giving Unit Owners no less than ten (10) and no more than thirty (30) days notice of the time, place, and purpose of such meeting. Meetings of the voting members shall be held at the Property or at such other place in the county wherein the Property is situated, as may be designated in any notice of a meeting. The presence, in person or by proxy, of twenty percent (20%) of the Unit Owners at any meeting of the Association shall constitute a quorum unless the Unit Owners holding a majority of the percentage interest in the Association provide for a higher percentage, provided that in voting on amendments to the Association's bylaws, a Unit Owner who is in arrears on the unit owner's regular or separate assessments for 60 days or more, shall not be counted for purposes of determining if a quorum is present, but that Unit Owner retains the right to vote on amendments to the Association's bylaws. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

SECTION 3(a): There shall be an annual meeting of the voting members on the anniversary of the initial meeting and on successive anniversaries thereof in each succeeding year 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 prior to the date fixed for said meeting.

SECTION 3(b): Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the voting members having one-fourth (1/4) of the total votes, and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

SECTION 3(c): Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote at such meetings, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to

UNOFFICIAL COPY

the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

ARTICLE II

Board of Managers

SECTION 1: At the initial meeting the voting members shall elect a Board. In all elections for members of the Board, each voting member shall be entitled to vote on a cumulative voting basis, and the candidates receiving the highest number of votes with respect to the number of majority of the total number of members on the Board shall constitute a quorum. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting, and at each successive annual meeting thereafter, members of the Board shall be elected for a term of one (1) year. 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 the term of office of Board Members at any annual or special meeting, provided that such number shall not be less than three (3), and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two-thirds (2/3) of the total votes. Vacancies in the Board, including vacancies due to any increases in the number of persons on the Board, shall be filled by election by the voting members present at the next annual meeting or at a special meeting of the voting members called for such purpose. Except as otherwise provided in the By-Laws, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. The Board shall meet at least four (4) times annually.

SECTION 2: The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect.

SECTION 3: Any Board member may be removed from office by affirmative vote of the voting members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose. Otherwise, the remaining members of the Board may fill a vacancy on the Board by a two-thirds (2/3) vote until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for the purpose of filling a vacancy on the Board no later than thirty (30) days following the filing of a

UNOFFICIAL COPY

petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting.

SECTION 4: All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President or any Vice-President and countersigned by the Secretary or any Assistant Secretary of the Board.

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

SECTION 5: Meetings of the Board shall be open to any Unit Owner except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings or portions thereof required to be open by tape, film, or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of such meetings shall be mailed or delivered to Board members at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. In addition, copies of notices of meetings of the Board shall be posted in entranceways, elevators, or other conspicuous places in the condominium at least forty-eight (48) hours prior to the meeting of the Board except where there is no common entranceway for seven (7) or more Units, the Board may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted.

SECTION 6: The Board shall have the following additional powers and duties:

(a) to engage the services of a manager or managing agent who shall manage and operate the Property for all the Unit Owners upon such terms and with such authority as the Board may approve;

(b) to formulate policies for the administration, management and operation of the Property;

UNOFFICIAL COPY

(c) to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, maintenance, operation, use, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the Unit Owners, and to amend such rules and regulations from time to time, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Condominium Property Act, except that no quorum is required at such meeting of the Unit Owners. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, including, but not limited to, the free exercise of religion, nor may any rules or regulations conflict with the provisions of the Condominium Property Act or the condominium instruments. No rule or regulation shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a condominium Unit;

(d) to provide for any construction, alteration, installation, maintenance, repair, painting and replacement for which the Board is responsible under the Declaration and By-Laws and for such purposes to enter and to authorize entry into any Unit and/or Limited Common Elements, causing as little inconvenience to the Unit Owners as practicable and repairing any damage caused by any such entry at the expense of the maintenance fund;

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

(f) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses as hereinafter provided;

(g) to pay out of the maintenance fund hereinafter provided for, the following:

- (i) Water, waste removal and sewerage charges if any, electricity and telephone and other necessary utility services for the Common Elements and (if not separately metered or charged) for the Units.
- (ii) The services of a manager or managing agent or any other person or firm employed by the Board.
- (iii) Payment for the maintenance, repair and replacement of the Common Elements.

(h) to bid for and purchase any Unit Ownership at a sale pursuant to a mortgage

UNOFFICIAL COPY

foreclosure, or a foreclosure of the lien for common expenses under the Act, or at a sale pursuant to an order or direction of a court, or other involuntary sale, upon the consent or approval of Unit Owners owning not less than 66-2/3% in the aggregate in interest of the undivided ownership of the Common Elements;

(i) to comply with the instructions of a majority of the Unit Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;

(j) To prepare, adopt and distribute the annual budget for the Property;

(k) To levy and expend assessments;

(l) To collect assessments from Unit Owners;

(m) To provide for the employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;

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

(o) To own, convey, encounter, lease and otherwise dealing with Units conveyed to or purchased by it;

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

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

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

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

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

(u) To record the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under the provisions of Section 14.2 of the Condominium Property Act;

UNOFFICIAL COPY

(v) To record the granting of an easement for the laying of cable television or high speed internet cable where authorized by the Unit Owners under the provisions of Section 14.3 of the Condominium Property Act, and to obtain, if available and determined by the Board to be in the best interests of the Association, cable television or bulk high speed internet service for all of the Units of the condominium on a bulk identical service and equal cost per Unit; and to assess and recover the expense as a common expense and, if so determined by the Board, to assess each and every Unit on the same equal cost per Unit;

(w) To seek relief on behalf of all Unit Owners when authorized pursuant to Subsection (c) of Section 10 of the Condominium Property Act from or in connection with the assessment or levying of real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body;

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

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

(z) In the performance of their duties, the officers and members of the Board shall exercise the care required of a fiduciary of the Owners.

(aa) To exercise all other powers and duties of the Board of Managers or Unit Owners as a group referred to in the Declaration, these By-Laws or the Condominium Property Act of the State of Illinois.

ARTICLE III

Assessments

SECTION 1: Each year on or before October 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall notify each Unit Owner, at least thirty (30) days prior to the adoption thereof by the Board, in writing as to the amount of such estimate, with reasonable itemization thereof. 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. Said "estimated cash

UNOFFICIAL COPY

requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in EXHIBIT "B" attached to the Declaration. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Unit Owner shall be obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six months after rendering of the accounting.

SECTION 2: The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's Percentage ownership in the Common Elements. The Board shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the next monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount.

SECTION 3: 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 more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

SECTION 4: The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any 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 this account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

UNOFFICIAL COPY

SECTION 5: 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 for possession or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Unit Owner involved when payable and may be foreclosed by, an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the Condominium Property Act of Illinois. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit Ownership covered by such encumbrance and unless the request shall be complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance.

SECTION 6: 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.

SECTION 7: Each Unit Owner shall receive notice, in the same manner as provided for in the Condominium Property Act for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment.

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

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

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

UNOFFICIAL COPY

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

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

ARTICLE IV

General Provisions

SECTION 1: The use, maintenance and operation of the common elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, nor shall anything be stored in the Common Elements without the prior consent of the Board except as hereafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit.

SECTION 2: Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building, or contents thereof, applicable for residential use, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

SECTION 3: Unit Owners shall not cause or permit anything to be placed on the outside walls of the Building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

SECTION 4: No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided 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.

SECTION 5: 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.

SECTION 6: No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clean of rubbish, debris and other unsightly materials.

UNOFFICIAL COPY

SECTION 7: No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board and except as Declarant is permitted under Section 8.

SECTION 8: During the period of construction of the Building on the Property by the Declarant, the Declarant and its contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress and egress to said Building and Property as may be required in connection with said construction. Until all of the Units have been sold by the Declarant and occupied by the purchasers, the Declarant may use and show one or more of such unsold or unoccupied Units as a model apartment or apartments and sales office, and may maintain customary signs in connection therewith.

SECTION 9: No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or air-conditioning system or plumbing system, without the prior written consent of the Board or manager or managing agent.

ARTICLE V

Amendments

These By-Laws may be amended or modified from time to time by action or approval of the voting members having at least two-thirds (2/3) of the total votes, provided, however, that no provision in these By-Laws may be amended or modified so as to conflict with the provisions of the Condominium Property Act. Such amendments shall be recorded in the Office of the Recorder of Deeds of Cook County.