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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/27/2017 11:08 AM PG: 1 OF 12

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR 110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

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

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR 110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

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**COOK COUNTY
RECORDER OF DEEDS**

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR 110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

RECITALS:

WHEREAS, the Association and its owners are the legal titleholder of certain real estate in Lake County, Illinois described on Exhibit "A" attached hereto.

WHEREAS, the above described real estate is, on the date this Declaration is recorded, subject to:

General taxes and special assessments not yet due and payable.

Covenants, restrictions and easements of record.

WHEREAS, the Developer, by the recording of the Original Declaration, submitted the Property (as hereinafter defined) to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time (hereinafter called the "Act"); and established, for its own benefit and that of all future owners or occupants of the Property, and each part thereof; certain easements and rights in, over, and upon the Property and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the name of the Condominium was formally known as SUPERIOR 110 CONDOMINIUM, however, the Association changed its name to 110 West Superior Condominium Association on February 20, 2013; and

WHEREAS, no less than two-thirds (2/3) of the Board has approved this Amended and Restated Declaration at a meeting held on December 20, 2016, pursuant to Section 27(b) of the Illinois Condominium Property Act (as defined below). Further, a copy of this Amended and Restated Declaration has been mailed by certified mail to all lienholders of record.

Additionally, pursuant to Section 10(a) of the Original Declaration, the discretionary portions of this document have been approved in writing by no less than seventy-five percent (75%) of the ownership. Additionally, a copy of this document has been mailed by Certified Mail to all First Mortgagees of record.

NOW THEREFORE, THE ASSOCIATION AND ITS OWNERS DECLARE AS FOLLOWS:

ARTICLE I - DEFINITIONS

Certain words and terms used in this Declaration are defined as follows:

1.01 Act The Condominium Property Act of the State of Illinois, as amended from time to time.

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- 1.02 Association The Association of all the Unit Owners acting pursuant to the By-Laws, as amended, from time to time, through its duly elected Board.
- 1.03 Board The Board of Directors of the incorporated Association.
- 1.04 Buildings All structures located on the Parcel, forming a part of the Property, attached or unattached, containing one or more Units.
- 1.05 By-Laws The By-Laws of the Association.
- 1.06 Capital Reserves Those sums paid by Unit Owners which are separately maintained by the Board in the Capital Reserve Fund for purposes specified by the Board or the Condominium Instruments, including, without limitation, replacement reserves.
- 1.07 Common Elements As defined in Section 4(a) hereof.
- 1.08 Common Expenses The proposed or actual expenses affecting the Property, including Operating Reserves or Capital Reserves, if any, lawfully assessed by the Board.
- 1.09 Condominium Instruments All documents and authorized amendments thereto Recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and Plat.
- 1.10 Declaration This Amended and Restated Declaration, as amended from time to time.
- 1.11 First Mortgagee The holder of a note secured by a bona fide first mortgage or first trust deed covering any portion of the Property.
- 1.12 Garage Units Those Units which are intended for use as indoor parking spaces for automobiles, which are all set forth on Appendix B.
- 1.13 Limited Common Elements As defined in Section 4(b) hereof.
- 1.14 Maintenance Fund All monies collected or received by the Association pursuant to the provisions of the Condominium Instruments.
- 1.15 Majority of Unit Owners The owners, without regard to their number, of more than 50% in the aggregate in interest of the entire undivided ownership interest of the Common Elements. Any specified percentage of the Unit Owners shall mean those Unit Owners who, in the aggregate, own such percentage of the entire undivided ownership interest in the Common Elements.
- 1.16 Occupant A person or persons, other than a Unit Owner, in possession of a Unit.
- 1.17 Original Declaration The Declaration first recorded with the Cook County Recorder of Deeds against the Property as Document Number 0905829068.

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1.18 Operating Fund All monies collected or received by the Association pursuant to the provisions of the Condominium Instruments, except Capital Reserves and specifically including each purchaser's initial two-month assessment for working capital and contingencies.

1.19 Operating Reserves Those sums paid by Unit Owners which are separately maintained by the Board in the Operating Fund for purposes specified by the Board or the Condominium Instruments, including, without limitation, the purchaser's initial two-month assessment contribution for working capital and contingencies.

1.20 Parcel The lot or lots, tract or tracts of land, submitted to the provisions of the Act, pursuant to the Declaration, as amended.

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

1.22 Plat The plat or plats of survey of the Parcel and all of the Units in the Property submitted to the provisions of the Act, said plat being attached to the Original Declaration and made a part hereof by reference only which shall consist of a three dimensional horizontal and vertical delineation of all such Units and such other data as may be required by the Act.

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

1.24 Record To record in the Office of the Recorder of Deeds of Cook County, Illinois.

1.25 Residential Units Those Units which are intended for use as residential family dwellings, or such other uses as permitted by this Declaration.

1.26 Storage Area That part of the Common Elements provided for storage purposes.

1.27 Storage Spaces Those areas of the Common Elements within the Storage Area provided for storage purposes. The Declarant, the Board or the Association may allocate Storage Spaces on such basis and at such fees as the Declarant, the Board or the Association deems appropriate, and may prescribe such rules and regulations with respect to the Storage Areas as it may deem fit.

1.28 Units: Any part of the Property within the Buildings, including one or more rooms, occupying one or more floors, or a part or parts thereof, designed and intended for any type of independent use and which is designated on the Plat as a Unit, and including the Garage Units.

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

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

ARTICLE II – LEGAL DESCRIPTION OF PARCEL

The Parcel hereby submitted to the provisions of the Act is legally described in Exhibit A.

ARTICLE III - UNITS

3.01 Legal Description. All Units are delineated on the Plat and made a part of this Declaration. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat and every such description shall be deemed good and sufficient for all purposes. Garage Units shall be deeded to the Unit Owners thereof. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to his or her Unit Ownership without including therein both his or her interest in the Unit and his or her corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

3.02 Subdivision. Except as provided by the Act or as provided elsewhere herein, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his or her Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat. Unit Owners may, at their expense, subdivide or combine units and locate or relocate common elements affected or required thereby, subject to the following: the Unit Owner must make a written application to the Board which (i) requests an amendment to the Condominium Instruments; (ii) sets forth the proposed reallocation to the new units of the percentage interest in the Common Elements; (iii) sets forth whether the Limited Common Elements, if any, previously assigned to the affected Unit(s) shall be reassigned. The subdivision or combination must be approved by a majority of the Board and will be effective only upon recording of an appropriate amendment to the Condominium Instruments and execution of appropriate documentation by the Unit Owner(s) involved. The requesting Unit Owner(s) shall pay, whether or not the subdivision or combination is approved, all costs of the Association and Board in connection therewith, including, but not limited to, attorney's fees, survey costs and recording charges.

3.03 Measurements. The Plat sets forth the measurements, elevations, locations and other data, as required by the Act, with respect to (i) the Parcel and its exterior boundaries; (ii) every Building and each floor thereof; and (iii) each Unit in every Building and said Unit's horizontal and vertical dimensions.

3.04 Structural Components. Except as constructed or altered by or with the permission of the First Board or the Association, or as otherwise set forth herein, nothing shall be

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done in any Unit or in, on or to the Common Elements or Limited Common Elements which would impair the structural integrity, safety or soundness of the Building or which would structurally change the Building.

3.05 Transfer of a Unit. A Unit Owner or a Garage Unit Owner may, without restriction under this Declaration, except for the restrictions on leasing and sale in Section 3.06 below, sell, give, devise, lease or otherwise transfer his or her unit, or any interest therein. Notice of any transfer under this subsection must be given to the Association within ten (10) days following consummation of such transfer.

3.06 Sale and Leasing.

a) Unit Owners. Subject to the following restrictions contained in this Section a) or Sections c), and d) below, Unit Owners shall have the right to lease his or her Unit upon such terms and conditions as the Unit Owner may deem acceptable.

Any such lease, sublease or assignment shall be in writing, a copy of which must be delivered to the Association within ten (10) days, and shall provide that the lease, sublease or assignment set forth above shall be subject to the terms of this Declaration. The lease shall provide that any failure of the lessee, sublessee or assignee to comply with the terms of this Declaration shall be a default under the lease, sublease or assignment. Every such lease shall also expressly provide that the Association may exercise against the lessee thereunder any and all remedies available to the Association under this Declaration, including, but not limited to, the right to take possession of the Unit, or of the interest therein, or lease thereunder. In furtherance of the foregoing, each deed, lease, mortgage or other conveyance instrument with respect to a Unit, and the acceptance thereof, shall be deemed to assign, transfer and set over the Association and the Board, or either one of them ("Assignees") all interest of the lessor Unit Owner or any other lessor of said Unit, or interest therein, in any lease of such Unit, or any interest therein, or any extensions or renewals thereof, together with all rents payable under same and all benefits and advantages to be derived therefrom, to hold and receive same unto Assignees (together with all rights against any guarantors of the lessee's obligations under such lease) as security for the payment of any lien which may exist against such Unit, or any interest therein, for such Unit Owner's unpaid proportionate share of the Common Expenses, pursuant to this Declaration, in the performance by said Unit Owner of each and all of said Unit Owner's obligations under this Declaration. Any such lease of a Unit, or interest therein, shall contain and include such provisions in furtherance of said assignment as the Board may approve and deem prudent, from time to time, in order to effect such collateral assignment; provided, however, that such assignment shall not be construed as constituting the Assignee thereunder as a trustee or mortgagee in possession.

In the event of a default by such Unit Owner under the terms and provisions of this Declaration, the Association and the Board, or either of them, may elect to exercise each and all of the rights and powers conferred upon them as Assignee by such assignment and to directly collect all rents and other amounts then due under such lease from the lessee thereunder; provided, however, that such amounts so collected, after

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deducting therefrom the expenses of operating such Unit and the expenses of such collection and enforcement, shall be applied on account of any such lien for unpaid Common Expenses. Any costs or expenses incurred in connection with the operation of such Unit or in connection with such collection and enforcement (including, without limitation, reasonable attorneys' fees) shall be a Common Expense and secured as set forth in this Declaration, and the defaulting Unit Owner shall reimburse the Association therefore immediately upon demand.

Notwithstanding anything hereinabove to the contrary, any such assignment of the lease of a Unit, or any interest herein, by a Unit Owner, as hereinabove described, shall be subordinate to any assignment of such lease which is recorded prior to the date such lien for unpaid Common Expenses attaches and which is owned or held by any first mortgagee, except for the amount of said proportionate share of such Common Expenses which become due and payable from and after the date on which such first mortgagee either takes possession of the lessor's interest encumbered by such assignment, accepts a conveyance of any interest therein (other than as a security) or causes a receiver to be appointed in a suit to enforce such assignment. This provision shall not be amended or rescinded without the prior written consent of all such first mortgagees who are the holders or owners of any such collateral assignments recorded prior to the date of such amendment or rescission.

The Unit Owners making any such lease, or permitting such sublease or assignment shall not be relieved thereby from any obligations under the Declaration.

b) Sale of Garage Units: Notwithstanding any provisions of this Declaration to the contrary, for the purpose of safety and security to the Building and its Owners and Occupants, the sale of a Garage Unit shall follow the following procedure:

i) If Owner intends to sell their Garage Unit, the Owner must notify the Board or contact management of the Offer for Sale, which must include the Garage Unit Number and asking price. The Owner will also be required to pay a non-refundable administration fee. Management will then send notice of the proposed sale of the Garage Unit to all owners in the Association. After thirty (30) days from the date of the management notice, if an offer for purchase of the Garage Unit by a Residential Owner is not received by the Owner, the Owner may offer the sale of the Garage Space to a non-Residential Unit Owner.

ii) If the owner receives an offer from a non-resident, the Association shall have the first right of refusal on the sale to the non-residential offer. Notice of the proposed sale must be delivered to the Board via management and the Association or any one of its Residential Unit Owner shall have thirty (30) days to exercise said right and purchase the Garage Unit. If the Association elects to purchase the Garage Unit, said purchase must first be approved by two-thirds (2/3) of the ownership. If the Association declines the right of first refusal, the

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seller will have the right to sell to the non-residential buyer, however, it shall be subject to written Board approval.

iii) An additional fee per Garage Unit, as established by the rules and regulations, may be charged to any Owner of a Garage Unit who does not otherwise own a Residential Unit to help cover the costs incurred by the Association for maintenance, repair and replacement of the common areas as well as the staff of the Association.

iv) On the Effective Date of this Amendment, any owner of a Garage Unit who does not also own a Residential Unit shall be considered a "Grandfathered Garage Unit Owner". Such Grandfathered Garage Unit Owner shall be permitted to continue to own such Garage Unit, but upon the sale of said Garage Unit, shall follow the same procedures detailed in Sections (b)(i)-(b)(iii) above.

c) Lease of Garage Units: Rental, leasing or subleasing of Garage Units is subject to the following:

i) Those Garage Units which are being leased on the effective date of this Amendment by a non-Occupant may continue to be leased by the current Tenant ("Grandfathered Non-Occupant") until the current lease with such Grandfathered Non-Occupant expires. Once the Lease with the Grandfathered Non-Occupant expires, the Owner must either take possession of the Garage Unit, maintain the Garage Unit as a vacant Garage Unit, or attempt to lease the Garage Unit pursuant to Sections (c)(ii)- c(iii) below.

ii) If an Owner wishes to Lease their Garage Unit, they must contact Management, who will first send notice of the proposed lease of the Garage Unit to all owners and occupants in the Association. The Owner must also remit payment of a non-refundable administrative fee and the terms of the proposed offer to lease. After thirty (30) days from the date of the management notice, if Owner is still unable to lease the Garage Unit, the Owner may offer the lease of the Garage Space to a non-Residential Unit Owner upon Board approval.

iii) Any such Lease must be for a minimum of 12 months and no more than 24 months and may not be used for transient or hotel purposes. The Owner must also purchase a remove garage door opener and security key fob for the Lessee and may be required to pay an annual fee of not less than \$100 for Lessee's use of the common areas and building services.

iv) Any Garage Unit being leased out in violation of this provision may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard. Violation of this provision may subject the Owner to a fine not to exceed \$1000.00.

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v) In addition to the authority to levy fines against the Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages. Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

d) Leasing of Units: Effective as of the recording date of this Amendment, no unit owner shall lease their dwelling unit, subject to the following provisions and guidelines.

i) All current Unit owners as of the recording date of this amendment (hereinafter referred to as pre-amendment owners) shall have the right to lease their units until they sell or otherwise transfer ownership of the Unit.

ii) Future Owners of record who purchase a unit after the date of recording of this amendment (hereinafter referred to as post-amendment owners) may lease their unit providing that the total number of units leased at the time of application does not exceed 20% (or 12 units). If the then current number of units leased exceeds 20% of the units, then said post-amendment owners shall be placed on a waiting list in chronological order of when they purchased their Unit. Post-amendment owners who are approved to lease their units may continue to lease their units, provided however, any such unit owner who moves back into his unit and occupies the same for a period of more than six months shall be subject to the cap and waiting list from the Board before they can re-lease their unit.

iii) All post-amendment owners must reside in their Unit for a minimum of two (2) years before being eligible to lease the Unit.

iv) Unit Owners are permitted to lease their unit to family members, defined as a parent, child, step-children, step-grandchildren or grandchild or sibling of a Unit Owner, regardless of whether or not there is a written memorandum. Said leases shall not be subject to the restrictions of Section (vi)(c) below.

However, the Board must be provided with a written lease or statement of terms with regard to the occupancy of the Unit by a family member, and the Board shall have the right to approve said arrangement to make sure that it complies with the obligations contained herein.

v) Any lease shall be in writing and shall provide that such lease shall be subject to the terms of the declaration and rules and regulations of the condominium and that any failure of the lessee to comply with the terms of the

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declaration and the rules and regulations shall be a default under the lease. The lessee shall be bound by the provisions of the declaration, regardless of whether the lease specifically refers to the declaration. The term "leasing of units" includes a transaction wherein the title holder of a unit, who does not reside therein, permits its occupancy by persons not on title regardless of whether a formal written lease exists or if consideration is paid therefore. Additionally, the term "leasing of units" shall include any transaction wherein possession of a unit is provided prior to transfer of title.

vi) Any and all leasing is subject to all rules and regulations adopted by the board.

(a) All units must comply with the occupancy restrictions established by the city.

(b) The Board may establish a move in/move out fee in the Rules and Regulations to defray the costs of damage to the property.

(c) All leases shall be no less than twelve (12) months nor more than twenty four (24) months.

vii) The Board of the Association shall have the right to lease any Association owned Units or any Unit which the Association has possession, pursuant to any court order, and said Units shall not be subject to this Amendment.

viii) 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 may be subject to a flat or daily fine to be determined by the Board upon notice and an opportunity to be heard.

ix) In addition to the authority to levy fines against the Unit Owner for violation of this Amendment 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 tenant, under 735 ILCS 5/9 et, seq., an action for injunctive and other equitable relief, or an action at law for damages.

x) Any action brought on behalf of the Association and/or the Board 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.

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

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3.07 Use and Occupancy.

a) General. Notwithstanding anything contained herein to the contrary, each Unit other than a Garage Unit shall only be allowed to be used for (i) premises which are used by a professional or quasi-professional Occupant or Unit Owner thereof as both a residence and an ancillary or secondary facility to an office established elsewhere; (ii) premises which are owned by a corporation, partnership or other business entity and used for the purpose of entertaining and housing as an adjunct to the conduct of its business elsewhere; or (iii) premises used principally as a residence by the Occupant or Unit Owner thereof, but also used for other purposes which are customarily incidental to such residential use, such as, without limitation, maintaining a home office, keeping personal business, professional records and accounts, and handling personal business, professional telephone calls and correspondence and receiving visitors related to the Occupant's or Unit Owner's business.

b) Alteration. Except as otherwise set forth herein and except as to alterations performed by the Declarant, no part of the Common Elements (other than the Limited Common Elements pertaining to a Unit) may be altered by a Unit Owner. Except as set forth herein, the Association has the exclusive right to modify and alter the Common Elements (other than the Limited Common Elements pertaining to a Unit) in accordance with the rules and regulations of the Association and upon such conditions as shall reasonably be determined by the Association. The Association must notify the Unit Owners at least twenty-one (21) days prior to the commencement of any such alteration.

c) Insurance. Nothing shall be done or kept in any Unit or Storage Space, or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his or her Unit or Storage Space or in the Common Elements which will result in the cancellation of any insurance maintained by the Association, or which is in violation of any law. No waste shall be committed on the Common Elements.

d) Appurtenances. Unit Owners shall not cause or permit anything to be hung or displayed on the inside or outside of windows or placed on the outside walls of the Building or upon the Limited Common Elements and no sign, awning, canopy or shutter (except as originally installed by the Association or approved by the Association) shall be affixed to or placed upon the exterior walls or roof or any part thereof or on the Common Elements, or Limited Common Elements, without the prior written consent of the Association. No air conditioning unit of any type may be installed by a Unit Owner without the prior notification and consent of the Association. Radio or television antennas and receiving dishes may only be installed by Unit Owners in accordance with rules and regulations set by the Association.

e) Pets. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that household pets, including dogs, cats and birds, may be kept in Units, subject to rules and regulations

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adopted by the Association, which rules or regulations may exclude any kind of pet other than dogs, cats or birds, by type or category, provided that no pets are kept, bred, or maintained for any commercial purpose; and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Association. Each Unit Owner and each Occupant shall be responsible for picking up after any animal kept in his or her Unit, including without limitation, removing any waste deposited by such animal anywhere on the Common Elements.

f) Nuisance. 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.

g) Maintenance. Each Unit Owner shall be obligated to maintain his or her own Unit and the Limited Common Elements appurtenant thereto, at his or her own expense, in good, clean order and repair. Each Unit Owner at his or her own expense shall furnish and be responsible for all decorating within his or her own Unit as may be required from time to time, including painting, decorating, wallpapering, washing, cleaning, and installing paneling, floor covering, draperies, window treatments, curtains, lighting and other furnishings. Each such Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings of his or her Unit, and such Unit Owner shall maintain said interior surfaces in good condition at his or her sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association, but each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he or she may see fit and at his or her sole expense. Notwithstanding anything contained in this Declaration to the contrary, in order to promote a consistent appearance of the Buildings from the outside, each Unit Owner shall only install, use and maintain in such Unit Owner's Unit window treatments which are selected from one of the approved standard window coverings for the Building ("Approved Window Coverings"). The Approved Window Coverings shall be purchased by each Unit Owner at his or her sole cost and expense. Unit Owners shall not repair or replace any window treatments without the prior written consent of the Association. All window treatments shall also be subject to the rules and regulations of the Association. The interior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of the Unit Owner of that Unit. The exterior surfaces of all windows shall be cleaned by the Association and paid for as a Common Expense, except the exterior surfaces of windows and doors on balconies which will be cleaned by the Unit Owner thereof.

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3.08 Flags. Unit Owners are permitted to display American Flags and Military Flags on their Unit or the Common Elements immediately adjacent to their unit subject to the Rules and Regulations of the Board. An American Flag shall be defined as a flag made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. An American Flag shall not include a depiction or emblem of the American flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

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

3.09 Disabilities. Until determined by Federal or State legislation, administrative agency or court of law, the Common Elements shall not be subject to the public facility regulations of the Americans With Disabilities Act. In order to conform to the Fair Housing Amendments Act of 1988, any Unit Owner or Resident may make reasonable modification to his Unit or its limited Common Elements, subject to the following:

- a) All requests for modification to a Unit, Common Elements or Limited Common Elements must be in writing.
- b) The Board may request copies of plans, specifications, drawings, certifications and other reasonable documentation for its review.
- c) The Board may establish reasonable guidelines for construction of any addition, improvement or modification.
- d) All work must be approved by the Board prior to commencing construction.
- e) The Board may require the Owner or Resident to return the modification(s) to its original condition at Owner's expense upon sale or transfer of Unit Ownership.
- f) The Board of Directors shall have the authority to establish a fee for administration and documentation associated with Residents moving in and out of the premises, including a security deposit for damages to the Common Elements.

3.10 Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his or her Unit and its corresponding percentage of ownership of 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, then the Association shall collect from each Unit Owner of a Unit not separately taxed, the proportionate share of the tax bill attributable to each Unit based on the relative percentages of ownership of the Common Elements of each such Unit not separately taxed in proportion to the total percentage of ownership of the Common Elements of all of the Units located on property affected by such tax bill. Such taxes shall be considered a

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Common Expense of each such Unit, and shall be subject to a lien by the Association as well as any other remedies available for the collection of assessments. If a Unit Owner fails to pay his or her real estate tax obligation the Association, at its option, may pay the taxes for the Unit and levy such amount on the Unit as part of the Assessments on the Unit.

ARTICLE IV – COMMON ELEMENTS

4.01 Description of Common Elements. The Common Elements shall consist of all portions of the Property, except the Units, and including the Limited Common Elements, unless otherwise expressly specified herein. The Common Elements include, without limitation and if applicable, any of the following items located on the Property: the walls, roof, hallways, stairways, elevator system, entrances and exits, the garage and parking area (other than Garage Units), the dog run area, security system, mechanical equipment areas, storage areas, trash compaction system, grounds, walkways, mail boxes, master television antenna system (whether leased or owned), if any, fire escapes, pipes, ducts, flues, shafts, electrical wiring and conduits (except pipes, ducts, flues, shafts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), central heating and ventilating systems servicing the Common Elements, public utility lines, structural parts of the Building, Storage Area and all other portions of the Property except the individual Units. Structural columns located within the boundaries of a Unit shall be part of the Common Elements. Any references to "Common Elements" appearing on the flat (except references to Limited Common Elements) shall be deemed solely for purposes of general information and shall not be limiting in any way, nor shall any such reference define the Common Elements in any way. The use of the Common Elements and the right of the Unit Owners with respect thereto shall be subject to and governed by the Act, the Condominium Instruments and the rules and regulations of the Board.

4.02 Description of Limited Common Elements. The Limited Common Elements are parts of the Common Elements which serve exclusively a single Unit or less than all of the Units as an inseparable appurtenance thereto, as designated as such in this Declaration or the Plat, or which by the nature or location thereof, or, by the terms of this Declaration, are clearly intended to be reserved exclusively for or for the use of one or more Units and not others. The Limited Common Elements appertaining to, or designated or reserved for or for the use of, or serving any Unit (alone or in conjunction with other Units) are hereinafter from time to time referred to as the Limited Common Elements of such Unit. The Limited Common Elements shall include, but shall not be limited to, the interior surface of the perimeter walls, ceilings and floors which define the boundary planes of a Unit, balconies, roof decks, perimeter doors and windows which serve exclusively a single Unit, and the Storage Spaces.

4.03 Structural Components. Except as a tenant in common with all other Unit Owners, no Unit Owner shall own any structural components of the Building, including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through his or her Unit and forming a part of any system serving more than his or her Unit, or any components of communication systems, if any, located in his or her Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit. All pipes, wires, ducts, flues, chutes, conduits, public utility lines (to the outlets), and structural components located in or running through a Unit and serving more than one Unit or serving, or extending into, the Common Elements shall not be deemed to be Limited Common Elements.

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No Unit Owner may take any action which would interfere with the ability of the Association to repair, replace or maintain said Common Elements as provided herein.

4.04 Percentage of Ownership. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in Exhibit B attached hereto. The percentages of ownership interests set forth in Exhibit B have been computed and determined in accordance with the Act, and shall remain constant and shall not be changed, except as specifically permitted under the Act or the Declaration, without unanimous written consent of all Unit Owners and all mortgagees having bona fide liens of record against any of the Unit Ownerships. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separately from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall always be deemed conveyed or encumbered with any conveyance or encumbrance of that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit.

4.05 Balconies, HVAC Units, Hot Water Heaters and Roof Decks. Any balcony structure contiguous to and serving exclusively a single Unit or adjoining Units shall be a Limited Common Element serving said Unit or Units, subject to such rules and regulations as the Board may prescribe. The balconies serving Units shall not be used for the storage of personal or equipment of any kind. Carpeting or other covering for balcony surfaces may be installed or modified only if expressly permitted by rules adopted by the Board, and shall thereafter be maintained as required by the Board at the sole expense of the Unit Owner making such installation. The cost of use, maintenance, repair and replacement of the balcony structure shall be a Common Expense.

All heating and air conditioning systems and all mechanical elements related thereto which serve exclusively a single Unit shall be Limited Common Elements serving said Unit, subject to such rules and regulations as the Board may prescribe. The cost of use, maintenance, repair and replacement of said heating and air conditioning systems shall be paid by the Unit Owner. The Unit Owner shall be responsible for any and all damages to the Common Elements or other Units from the heating and air conditioning systems.

4.06 Use and Occupancy of Common Elements and Limited Common Elements. Each Unit Owner and Occupant shall have the right to (i) the exclusive use and possession of the Limited Common Elements serving exclusively the Unit(s) of such Unit Owner(s), which right shall be appurtenant to and shall run with title to such Unit(s), and shall not be separated from such Unit(s), and (ii) the use and possession of the Limited Common Elements serving the Unit(s) of such Unit Owner(s) in common with one or more (but not all) other Units, which use and possession shall be to the exclusion of all other persons except the Unit Owner of any such other Unit to which such Limited Common Elements shall respectively appertain. No Unit Owner shall overload the electric wiring or plumbing systems in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of

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the Association, an unreasonable disturbance to others. No Unit Owner shall overload the floors of any Unit, the Common Elements or the Limited Common Elements. Unit Owners may not use the entrance and exit to the parking garage or parking area as a loading area or for temporary parking of vehicles. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Association except as herein expressly provided. Further, there shall be no obstruction to any Garage Unit or Storage Space.

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

4.08 Storage in Common Elements. No benches, chairs or other personal property shall be left on, nor shall any playing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys or vehicles be permitted on, any part of the Common Elements without the prior consent of, and subject to any regulations of the Association, except for such articles as may be stored in the Storage Spaces.

4.09 Modification of Common Elements and Limited Common Elements. Except as provided in this Declaration, nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements, nor shall the dimensions of any such areas be altered, without the written consent of the Association or the Owners as appropriate.

4.10 Roof. The Board, its agents and assigns shall have a perpetual easement for: (i) the non-exclusive right of access and ingress to and egress from the Common Elements to the roof of the Building; (ii) the exclusive right to erect structures, antennae, satellite dishes or other improvements ("Roof Communications") upon the roof of the Building, subject to specific easements that may be granted by the Declarant to the Association; and (iii) the non-exclusive right to lay, construct, renew, replace, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus, and other equipment related to the Roof Communications into and through the Common Elements and the Units, where reasonably necessary, as long as such grantees repair any damage to the Property, resulting from an exercise of their rights hereunder.

4.11 Roof Deck Areas. The Roof Deck Areas are Limited Common Elements appurtenant to Units and are shown on the Plat. The Roof Deck Areas may only be used for outdoor patio and roof deck purposes (the "Roof Deck Use"). Notwithstanding anything contained herein to the contrary, the Roof Deck Areas and the Roof Deck Use shall be subject to: (i) all flues, shafts, pipes, wires, conduits, ducts, roof penetrations, and equipment which now or hereafter installed, located or maintained in the Roof Deck Areas, (ii) an easement in favor of the Board and the Association (and their respective agents, contractors and employees for access over and across the Roof Deck Areas in the event of an emergency, (iii) the right of the Board or Association (and their respective agents, contractors and employees) to perform any repairs, replacements or other maintenance work to the roof of the Building and in the Roof Deck Areas, (iv) the right of the Board or Association (and their respective agents, contractors and employees) for access on, over and across the Roof Deck Areas in order to inspect the Building and/or wash the windows of the Building, and (v) all rules and regulations which the Board may prescribe from time to time. In connection with any such repairs, replacements or work, at the

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Board's request, the Unit Owners having the right to use the Roof Deck Areas shall remove, at their sole cost and expense, any and all patios, roof decks and other improvements constructed, installed or located in the Roof Deck Areas, and if such Unit Owners fail to do so within sixty (60) days after the Board's request (or within such shorter period of time specified by the Board in the case of an emergency), the Board and the Association shall have the right to remove such patios, roof decks and other improvements at such Unit Owners' sole cost and expense. In addition to and not in limitation of the foregoing, all roof decks, terraces, patios and other improvements in the Roof Deck Areas, including, but not limited to, modifications or additions to any existing roof decks, terraces, patios, railings or landscaping (other than those originally approved in writing shall be subject to the Board's prior written consent, and, prior to beginning such work in the Roof Deck Areas, the Unit Owner shall furnish the Board for its written approval, all plans, drawings and specifications relating to such work. The Board, in its sole discretion, may elect to engage a structural engineer to review a Unit Owner's proposed modifications or additions to a Roof Deck Area, including, without limitation, the proposed addition of concentrated loads from hot tubs or planters. The cost of hiring such structural engineer shall be borne by the Unit Owner requesting such modification or addition. The Unit Owner shall cause all such roof decks, terraces, patios, and other improvements to be constructed, installed and maintained substantially in accordance with plans, drawings and specifications approved by the Board. The Unit Owners of Units with Roof Decks shall be responsible for all costs and expenses incurred in maintaining, repairing, and replacing any roof decks, terraces, patios or other improvements constructed or installed by such Unit Owners in the Roof Deck Areas. Notwithstanding anything contained herein to the contrary, all roof decks, terraces, patios, railings, landscaping and other improvements in the Roof Deck Areas, including, but not limited to, modifications or additions to any existing roof decks, terraces, patios, railing or landscaping, shall be subject to the following rules and regulations:

- a) No roof deck, terrace, patio or other improvements in the Roof Deck Areas (other than those originally approved in writing) shall be permitted, if such roof deck, terrace, patio or other improvement would:
 - (i) Increase the enclosed floor area of the Building or the Residential Building; or
 - (ii) Adversely affect the sight lines or views from any residential condominium units.
- b) No landscaping in the fixed planter areas or elsewhere in the Roof Deck Areas shall extend more than nine (9) feet above the top of the roof deck.

ARTICLE V – EASEMENTS AND ENCROACHMENTS

5.01 Encroachments. If 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 portion of any Unit encroaches upon any part of any other Unit as a result of the renovation, repair, reconstruction, settlement or shifting of the Building, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit or Common Elements so encroaching so long as all or any part of the Building containing such Unit or Common Elements

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so encroaching shall remain standing; provided, however, a valid easement for any encroachment shall in no event be created in favor of any owner of a Unit or in favor of the owners of the Common Elements if such encroachment occurred due to the intentional or willful conduct of said owner(s) or their agent(s).

5.02 Utility Easements. Easements are hereby declared and granted for utility purposes, including the right to install, lay, construct, maintain, operate, renew, repair and replace water mains and pipes, sewer lines, gas main, telephone wires and equipment, receiving dishes and electrical conduits, wires and equipment over, under, along and on any part of the Common Elements for the purpose of providing the Property with such services, as they exist on the date any Parcel is submitted to the Act.

5.03 Cable Easements. Easements are hereby declared and granted to the Association on the roofs and alongside the perimeter of the Units for purposes of installing a receiving dish for cable reception and the like. Upon approval by more than 50% of the Unit Owners, further easements may be granted for cable television.

5.04 Streets and Utilities. Upon approval by at least 66-2/3% of the Unit Owners, portions of the Common Elements (excluding any Limited Common Elements) may be dedicated to a public body for purposes of streets or utilities. Where such a dedication is made, nothing in the Act or any other law shall be construed to require that real property taxes of every Unit must be paid prior to recordation of the dedication. Any action pursuant to this sub-section (d) of Section 5 must be taken at a meeting of Unit Owners duly called for that purpose.

5.05 Garage Unit Easements. Easements are hereby declared and granted to the Association, and each Unit Owner over each and every Garage Unit for purposes of (i) access to each and every other Garage Unit and (ii) access to utility, storage, and systems closets and areas located in the garage. Each Unit Owner agrees not to create any obstruction in a Garage Unit which would impede the foregoing.

5.06 Easements for Structural Columns in Garage Units. Easements are hereby declared and granted to the Association for the right to maintain each and every structural column, pole and beam in each Garage Unit. The easement includes the right to maintain, repair, replace, recondition, refurbish, reconfigure, inspect, test, clean and paint the same.

5.07 Easements Appurtenant. All easements and rights described herein are easements appurtenant, running with the Parcel, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said Parcel, or any part or portion thereof.

5.08 Incorporation of Easements. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, 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.

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5.09 Easements for Construction. Notwithstanding anything contained in this Declaration to the contrary, the Declarant, its contractors and subcontractors, and their respective agents and employees, shall have a perpetual easement for ingress, egress and access to and throughout the Property and the Building, including the garbage dumpsters, to perform at any time, and from time to time, and as may be required in connection with, the construction and equipping of any Unit, which easement shall continue, at the Declarant's discretion, for three years following the Declarant's conveyance of the last Unit at the Property. In connection therewith, the Declarant, its contractors and subcontractors, and their respective agents and employees, shall have the right at any time, and from time to time, to take into and through and maintain on the Property and in the Building all material and equipment required in connection with such construction and equipping, and to temporarily suspend operation of entrances, doors, corridors, water risers, telephone, cable television, master antennas and other Common Elements without liability to any Unit Owner or Occupant and to utilize the garbage dumpsters; provided, however, that at all times Unit Owners and Occupants shall have reasonable access to their respective Units and Limited Common Elements, and the Declarant shall cause as little inconvenience to Unit Owners and Occupants as reasonably possible under the circumstances. Declarant shall promptly repair any damage to the Common Elements or any Unit in connection with its exercise of its rights and easements under this section. The Association may not enact rules or regulations to impair the Declarant's rights under this Section. The foregoing easement shall be deemed and taken to be a covenant running with the land.

ARTICLE VI – THE ASSOCIATION

6.01 Incorporation. There has been formed an Illinois not-for-profit corporation for the purposes of facilitating the administration and operation of the Property and to act as the Association.

6.02 Miscellaneous. With respect to the Association:

a) each Unit Owner shall be a member of such Association, which membership shall terminate upon the sale or other disposition by such member of his or her Unit, at which time the new Unit Owner shall automatically become a member therein;

b) the provisions of Exhibit C of this Declaration shall be adopted as the By-Laws of such Association;

c) the name of such Association shall be 110 WEST SUPERIOR CONDOMINIUM ASSOCIATION, or a similar name.

ARTICLE VII – INSURANCE AND CONDEMNATION

7.01 Insurance Maintained by Association. The Association shall acquire and pay for out of the Operating Fund herein provided for, such insurance as the Association is required to obtain under the provisions of the Act and such other insurance as the Association deems

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advisable in the operation, and for the protection, of the Common Elements and the Units, including, without limitation, the following:

a) Property Insurance. Property insurance (i) on the Common Elements and the Units, including the Limited Common Elements and 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.

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 Declarant. Common Elements exclude floor, wall and ceiling coverings. 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. The term "improvements and betterments" shall mean any and 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.

Any loss covered by the property insurance policy shall be adjusted by and with the Association. The insurance proceeds for that loss shall be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Unit Owners and secured parties, as their interests may appear. The proceeds shall 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.

The Board may, in the case of a claim for damage to a Unit or the Common Elements, (i) pay the deductible amount as a Common Expense, (ii) after notice and an opportunity for a hearing, assess in any reasonable manner 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.

b) General Liability Insurance. Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Property in a minimum amount of \$1,000,000.00 or such greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the management agent, and their respective employees, agents and all persons acting as agents. The Unit Owners shall be included as additional insured parties

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but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements. The insurance shall cover claims of one or more insured parties against other insured parties, and shall preclude the insurer's denial of a Unit Owner's claim because of negligent acts of the Association or of other Unit Owners.

c) Fidelity Bond; Directors and Officers Coverage. The Association shall obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund.

(i) All management companies which are responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect such funds in the custody or control of the Association, plus the Association reserve fund.

(ii) All management companies which are responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect such funds. The Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond.

(iii) For purposes of subparagraphs (i) and (ii) above, the fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company at any particular time.

(iv) The Board shall obtain and at all times maintain directors and officer's liability coverage at a level deemed reasonable by the Board. Directors and officer's liability coverage shall extend to all contracts and other actions taken by the Board in their official capacity as directors and officers (whether or not officers or directors at the time suit is brought), but this coverage shall exclude actions for which it is unlawful to grant to directors and officers indemnification under the General Not-for-Profit Corporation Act of 1986, this Declaration or the By-Laws.

d) Other Coverages. Such other forms of insurance, including workers compensation, employment practices, environmental hazards and equipment breakdown, as the Board considers appropriate to protect the Association, the Unit Owners or officers, directors or agents of the Association.

The Association shall also comply with the insurance requirements of the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), the U.S. Department of Housing and Urban Development ("HUD"), the Federal Housing Authority ("FHA") or the Veterans Administration ("VA") to the extent that: (i) such agency is a mortgagee, assignee of a mortgagee or an insurer or guarantor of a first mortgage with respect to any Unit and the Association is so notified thereof; and (ii) such agency's

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requirements do not conflict with those contained in the Act. Any losses under such policies of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration and the Act.

7.02 Unit Owners' Insurance. Each Unit Owner shall obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit, caused by the negligence of the Unit Owner, 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 shall be in a minimum amount of \$500,000.00 and shall 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. Unit Owners must also obtain and maintain insurance for the perimeter windows of their Unit. If a Unit Owner does not purchase or produce evidence of insurance requested by the Board, the Association impose a fine for such non-compliance. In no event shall the Board be liable to any person either with regard to its decision not to purchase such insurance, or the timing of purchasing such insurance, the amounts, or the amounts or types of coverages obtained. Each Unit Owner may, but shall not be required, to obtain insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner which are contained in a Unit and not a part of the Unit, and not insured pursuant to subparagraph 7.01 hereof.

7.03 Common Expense. Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, and the cost of any appraisal which the Association deems advisable in connection with any insurance, shall be Common Expenses.

7.04 The Association. The Association shall secure insurance policies that will provide for the following: (a) each Unit Owner and its mortgagee(s) 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; (b) the insurer waives its right to subrogation under the policy against any Unit Owner or Occupants of the Unit or members of the Unit Owner's household and against the Association and members of the Board; (c) the Unit Owner waives his or her right to subrogation under the policy against the Association and the Board; (d) the insurer will recognize any insurance trust agreement; (e) the policies are primary in the event the Unit Owner has other insurance covering the same loss; (f) the policy cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual Unit Owner; and (g) the insurer defending a liability claim against the Association must notify the Association of the terms of settlement no less than ten days before settling the claim. The Association may not veto the settlement unless otherwise provided by contract or statute.

7.05 Association's Insurance. The Association's policies of insurance shall be primary to any insurance maintained by a Unit Owner covering the same property at the time of a loss.

7.06 Notice of Cancellation. An insurer that has issued an insurance policy under this paragraph shall issue certificates or memoranda of insurance, upon request, to any Unit Owner or mortgagee. The insurance may not be canceled until 60 days after notice of the proposed cancellation has been mailed to the Association, each Unit Owner, and each mortgagee for an

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obligation to whom certificates of insurance have been issued. Contractors and vendors (except public utilities) doing business with the Association under contracts exceeding \$10,000 per year must provide certificates of insurance naming the Association, the Board and the managing agent as additional insured parties.

7.07 Reconstruction. In the event of fire or other disaster, the insurance proceeds, if sufficient to reconstruct the Building, shall be applied to restore the Building to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and Common Elements to have the same vertical and horizontal boundaries as before the fire or other disaster.

7.08 Insufficient Proceeds. If, in the event of fire or other disaster, the insurance proceeds are insufficient to restore the Building as set forth in the preceding subparagraph then:

a) The Board shall call a meeting of Unit Owners to be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims, or (ii) the expiration of ninety (90) days after the fire or other disaster which caused the damage.

b) At such meeting, the Board shall present an estimate of the cost of repair or reconstruction, together with an estimate of the part thereof which must be raised by way of special assessment.

c) The Building shall be restored and the proposed special assessment shall be levied only upon the affirmative vote of 75% of the Unit Owners.

d) If the Unit Owners do not vote to restore the Building at the meeting provided for in (i) above, then the Board may, at its discretion, call another meeting or meetings of Unit Owners to reconsider the question. If the Unit Owners do not vote to restore the Building within one hundred eighty (180) days after the fire or other disaster, then the Board may (but shall not be required to) Record a notice as permitted under the Act.

e) If the Unit Owners do not vote to restore the Building under the provisions of the immediately preceding subparagraph and the Board does not Record a notice as permitted under the Act, then the Unit Owners may, upon the affirmative vote of at least 67% of the Unit Owners and with the written consent of at least 67% of the First Mortgagees, authorize the President or Vice President and the Secretary or Assistant Secretary to execute and Record an amendment to this Declaration for the purpose of withdrawing any portion of the Building so affected by such fire or other disaster from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit shall be reallocated among the remaining Units on the basis of the relative percentage interest of the remaining Units. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution of the market value of the Unit, as determined by the Board. The allocation of any insurance, or other proceeds to any withdrawing or remaining Unit Owners shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements. Any insurance or other

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proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, assessments attributable to the period after such withdrawal shall no longer be required for such withdrawn Unit or shall be equitably reduced to reflect such withdrawn portion.

7.09 Destruction of Personal Property. Each Unit Owner and the Association hereby waive and release any and all claims which he or she or it may have against any other Unit Owner, the Association, or members of the Board, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty or any act or omission referred to in Article VIII, to the extent that such damage is covered by fire or other form of hazard insurance.

7.10 Release or Waiver. Any release or waiver referred to in Article VII and Article VIII hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder.

7.10 Condemnation. In the event of a taking or condemnation by competent authority of any part of the Property, the Association shall, if necessary, restore the improvements on the remaining portion of the Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. In the event that part or all of one or more Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Act and the percentage of ownership interest in the Common Elements allocated to such Unit or portion thereof (as determined by the Board on the basis of diminution in market value of the Unit) shall be reallocated among the remaining Units on the basis of the relative percentage of ownership interests in the Common Elements of the remaining Units. In such cases, this Declaration and the Plat shall be amended accordingly by an instrument executed by the President and the Secretary of the Association, which the Board shall Record. The allocation of any condemnation awarded, or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use, as determined by the Board. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof so withdrawn shall cease or shall be equitably reduced.

ARTICLE VIII – REMEDIES

8.01 Damages. If the act or omission of a Unit Owner, or of a member of his or her family, a household pet, guest, Occupant or visitor of such Unit Owner, shall cause damage 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

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be determined by the Association, to the extent such payment is not waived or released under the provisions of Section 7(i). No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

8.02 Violation of Declaration. The violation of any rule or regulation adopted by the Association or the breach of any covenant or provision herein or contained in the By-Laws shall, in addition to any other rights provided for in this Declaration or the By-Laws, give the Association the right: (a) to enter upon the Unit, or any portion of the Property upon which, or as to which, such violation or breach exists and at the expense of the defaulting Unit Owner to summarily abate and/or remove, as applicable, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and neither the Association nor the officers or agents thereof shall thereby be deemed guilty of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law. Provided, however, that, except in cases of emergency where damage to persons or property is threatened, the Association shall not take any such action unless it has (a) first given the Unit Owner alleged to have violated any restriction, condition or regulation adopted by the Association or to be in breach of any covenant or provision herein or in the By-Laws contained, a hearing on such allegations pursuant to rules and regulations adopted by the Association, (b) the Association shall have determined such allegations to be true and (c) the Unit Owner shall not have desisted from such violation or breach or shall not have taken such steps necessary to correct such violation or breach within such reasonable period of time as determined by the Association and communicated to the Unit Owner. Any and all costs and expenses incurred by the Association in the exercise of its authority as granted in this Section 8, including but not limited to court costs, reasonable attorneys' fees as determined by a court of competent jurisdiction, and cost of labor and materials shall be paid by the Unit Owner in violation, and, until paid by such Unit Owner, shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such lien shall be junior and subordinate to the lien of a First Mortgagee with respect to such Unit. Furthermore, if after hearing and finding as aforesaid, the Unit Owner shall fail to desist from such violation or to take such corrective action as may be required, the Association shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his or her Unit and thereupon an action in equity may be filed by the Association against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him or her on account of the violation of a rule or breach of covenant or provision as aforesaid and ordering that all the right, title and interest of the Unit Owner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established, and except that the court shall direct that any existing Mortgage held by a First Mortgagee be retired out of the proceeds of such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, reasonable attorneys' fees and all other expenses

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of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds after satisfaction of such charges and any unpaid assessments or any liens hereunder shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit and may apply to the court for a writ of assistance for the purposes of acquiring 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 sold subject to this Declaration. Any Unit Owner in default hereunder or under the provisions of the By-Laws or any rule or regulation adopted by the Association shall pay to the Association, as an agreed Common Expense with respect to his or her Unit, all interest, late charges, reasonable attorneys' fees, cost of collection and amount of any fine by the Association in enforcing the provisions of the By-Laws, this Declaration or the rules and regulations of the Association as to which the Unit Owner is in default. Until such amounts are paid by the Unit Owner, the total amount thereof shall constitute a lien on the interest of the Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such liens shall be junior and subordinate to the lien of a First Mortgagee with respect to such Unit.

8.03 Entry by Association. The Association or its officers or agents may enter any Unit when necessary in connection with any painting, maintenance, repair or reconstruction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and except in the event of emergency shall be done upon reasonable notice to the Unit Owner. Any damage caused thereby shall be repaired by the Association and charged as a Common Expense.

8.04 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 such Unit Owners.

ARTICLE IX – FIRST MORTGAGEES

9.01 Rights of First Mortgagees. Any mortgage or trust deed owned or held by a First Mortgagee and Recorded prior to the Recording or mailing of a notice by the Association of the amount owing by a Unit Owner who has refused or failed to pay his or her share of the monthly assessment when due shall be superior to the lien of such unpaid Common Expenses set forth in said notice and to all assessments for Common Expenses which become due and are unpaid subsequent to the date of Recording of such first mortgage or first trust deed. Any First Mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or trust deed, foreclosure of the mortgage or trust deed or deed (or assignment) in lieu of foreclosure shall not be liable for and shall take the Unit and its proportionate interest in the Common Elements free from, claims for unpaid common or special assessments levied by the Association which accrue prior to the date of possession as aforesaid. A First Mortgagee, or an insurer or guarantor of the note held by a First Mortgagee, upon written request to the Association (such request to state the name and address of such First Mortgagee, insurer or guarantor and the Unit number), shall be entitled to timely written notice of or have the right to:

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a) receive, without charge, notice of any proposed amendment of the Condominium Instruments effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interests in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses, (iii) the number of votes in the Association appertaining to any Unit or (iv) the purposes to which any Unit or Common Elements are restricted;

b) examine, without charge, current copies of this Declaration, the By-Laws, rules and regulations and the books and records of the Association during normal business hours;

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

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

e) receive written notice of any decision by the Unit Owners to make a material amendment to the Declaration, By-Laws or Articles of Incorporation;

f) receive written notice of any action which would require the consent of a specified percentage of First Mortgagees;

g) receive notice of any proposed termination of 110 WEST SUPERIOR CONDOMINIUM as a condominium project;

h) receive notice of any condemnation loss or any casualty loss which affects a portion of the Common Elements, which loss exceeds \$10,000.00, or which affects any Unit, which loss exceeds \$1,000.00, on which there is a first mortgage held, insured or guaranteed by such eligible holder;

i) receive notice of any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to the mortgage of a First Mortgagee, insurer or guarantor, where such delinquency has continued for a period of 60 days; and

j) receive notice of any lapse, cancellation or material modification of any insurance policy maintained by the Association.

No provision of this Declaration or Articles of Incorporation of the Association or any similar instrument pertaining to the Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over the rights of the First Mortgagees pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or the Common Elements, or any portion thereof or interest therein. In such event, the First Mortgagees and insurers or guarantors thereof,

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of the Units affected shall be entitled, upon specific written request, to timely written notice of any such loss.

9.02 Additional Rights of First Mortgagees. Unless the First Mortgagees of all of the Units which are a part of the Property have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to:

- a) by act or omission seek to abandon or terminate the condominium regime, except for abandonment provided by the Act in case of substantial loss to or condemnation of the Units and/or the Common Elements;
- b) change the pro rata interest or obligations of any Unit Owner for (1) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, and (2) determining the pro rata share of ownership of each Unit Owner in the Common Elements, except as set forth in Section 7 hereof; or
- c) use hazard insurance proceeds for losses to any Property (whether to Units or to Common Elements) for other than the repair, replacement, or construction of such improvements, except as provided by the Act in case of substantial loss to the Units and/or the Common Elements

9.03 Consent of at Least 51%. Unless the First Mortgagees of the individual Units representing at least fifty-one percent (51%) of the votes in the Association have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to do or permit to be done any of the following:

- a) Adoption of an amendment to this Declaration which (aa) changes any provision of this Declaration which specifically grants rights to First Mortgagees, (bb) materially changes insurance and fidelity bond requirements, (cc) imposes a right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit Ownership or changes the provisions concerning the leasing of Units, or (dd) changes the provisions of the Declaration concerning the Maintenance Fund;
- b) Abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements (except for the granting of easements for public utilities or for other purposes consistent with the intended use of the Property and except for the encumbrance, sale or transfer of the percentage of ownership in the Common Elements in connection with the encumbrance, sale or transfer of a Unit Ownership);
- c) Sale of the Property;
- d) Removal of a portion of the Property from the provisions of the Act and this Declaration; and
- e) Effectuation of a decision by the Association to terminate professional management and assume self-management of the condominium.

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9.04 Condemnation. If any Unit or portion thereof or the Common Elements or portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee, or insurer or guarantor thereof, of said Unit will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle the owner of a Unit or such other party to priority over such First Mortgagee with respect to the distribution to such Unit of the proceeds of any award or settlement.

9.05 Restoration or Repair. Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the existing plans and specifications for the Building as modified and amended prior to the date of the partial condemnation or damage unless the approval of a Majority of Unit Owners and a majority in number of First Mortgagees of Units which are subject to a mortgage or trust deed in obtained.

9.06 Termination of Condominium. Any election to terminate the Condominium as a condominium project after substantial destruction or substantial taking by condemnation of the Property shall require the approval of a Majority of Unit Owners and a majority in number of First Mortgagees of Units which are subject to a mortgage or trust deed. Whenever required, the consent of a First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the First Mortgagee within thirty (30) days after making the request for consent.

ARTICLE X – AMENDMENTS AND SPECIAL AMENDMENTS

Amendments and Special Amendments are as follows:

a) Except as otherwise expressly provided herein, this Declaration may be modified or rescinded only by the vote of Unit Owners owning not less than seventy-five percent (75%) of the total ownership of Common Elements or by a written instrument setting forth such modification or rescission, signed by Unit Owners owning not less than seventy-five percent (75%) of the total ownership of Common Elements. Such modification or rescission shall be effective only if all lien holders of record have been notified by certified mail of such modification or rescission, and an affidavit by the secretary of the Association certifying such mailing is made a part of such instrument.

b) If the Act, the Declaration or the By-Laws require 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 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, the Declaration or the By-Laws.

c) No consent of the Association shall be required if the Association shall amend this Declaration to comply with the legal requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration,

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the Government National Mortgage Association and any other public or private secondary mortgage market entity (any one of which is herein referred to as an "Agency"), provided such Agency is participating in purchasing or guarantying mortgages of Units in the Property and further provided the Board has notice of such participation by the Agency to be notified.

d) No consent or agreement of any of the Unit Owners or mortgagees of Unit Owners of units other than those affected by the transfer, subdivision or combination shall be required if the Association desires to amend this Declaration in order to provide for the transfer of Limited Common Elements or the subdivision or combination of Units, provided the provisions of the Act governing such special amendments are satisfied.

e) Any modification or rescission of this Declaration shall be effective upon recording of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois, provided, however, that no provisions in this Declaration may be modified or rescinded so as to conflict with the provisions of the Act.

ARTICLE XI - SALE OF PROPERTY

The Unit Owners, through the affirmative vote of at least seventy-five percent (75%) of the total votes in the Association, at a meeting duly called for such purpose, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which any such sale is approved, the Board shall give written notice of such action and an opportunity to vote to the holder of any duly recorded mortgage or trust deed recorded against any Unit in accordance with Section 9(c)(3) of this Declaration. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner or form may be necessary to effect such sale; provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved, shall be entitled to receive from the proceeds of such sale an amount equal to the fair market value of its Unit and the percentage ownership interest in the Common Elements appurtenant to such Unit, as determined as hereinafter provided, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. If the Board and such Unit Owner fail to agree on the fair market value of such Unit and related ownership interest within fifteen (15) days after delivery of such Unit Owner's notice, such Unit Owner and the Board shall each select an appraiser, and the two appraisers so selected shall select a third appraiser, and the fair market value determined by the third appraiser shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The cost of the appraisal shall be divided equally between such Unit Owner and the Board, and the Board's share shall be a Common Expense.

ARTICLE XII - MAINTENANCE

12.01 Repairs and Replacements. Each Unit Owner shall furnish and be responsible for, at its own expense, all of the maintenance, repairs and replacements within its own Unit, including, without limitation, all additions, improvements, betterments and alterations, all interior and exterior doors and windows appurtenant thereto, all screen and all internal

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installations of such Unit, such as refrigerators, ranges and other kitchen appliances, lighting fixtures and electrical fixtures, furnaces, air-conditioners, condensers and plumbing, any portion of any other utility service facilities located within the Unit; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water and electricity to the Units shall be furnished by the Association as part of the Common Elements. In order to maintain a uniform appearance for the exterior of the Property and the Common Elements, any maintenance, repairs and replacements performed under this Section of any windows, window screens, exterior doors and other improvements, materials and equipment visible from the exterior of the Property or from the Common Elements shall be performed using such materials and in accordance with such specifications as may be designated by the Board from time to time. All such work must be approved in writing by the Board. In the event an Owner refuses or fails to perform work on their Unit or Limited Common Element as required herein, after reasonable notice from the Board to do such work, the Board shall have the right to perform such work and charge back all costs to the benefitted Owner.

12.02 The Association. The Association, at its expense, shall be responsible for the routine maintenance, repair and replacement of those portions, if any, of each Unit which contribute to the support of the Property, but excluding all exterior windows and doors and interior surfaces of walls, ceilings and floors. Said obligation shall only apply to normal wear and tear of these portions of the property, and any other costs for repair or replacement of these portions of the property shall be charged back to the owner or owners benefitted by the work. In addition, the Association shall maintain, repair and replace all pipes, wires, conduits, flues, shafts and other facilities for the furnishing of utility services which may be located within the Unit boundaries and forming part of any system not exclusively serving such Unit, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets. Maintenance, repairs and replacements of the Common Elements (but not the Limited Common Elements as otherwise provided herein) shall be furnished by the Association acting by and through the Board as part of the Common Expenses, subject to the By-Laws and Rules and Regulations of the Association.

12.03 Enforcement of Provisions. Whenever the Board shall determine, in its discretion, that any maintenance and repair of any Unit (or any Limited Common Elements appurtenant to a Unit) is necessary to protect the Common Elements or any other portion of the Property or the Building, the Board may cause a written notice of the necessity for such maintenance and 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 Unit 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. The Board shall have exclusive authority to take or refrain from taking any action pursuant to this Article. All expenses which, pursuant to this Section, 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.

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ARTICLE XIII – MISCELLANEOUS

13.01 Grantees. Each purchaser under Articles of Agreement for Deed and each tenant, subtenant or assignee under a lease, sublease or assignment accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, the By-Laws, rules and regulations of the Association, jurisdiction, rights and powers created or reserved by this Declaration, and the provisions of the Act, as at any time amended, and all easements, 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 each grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

13.02 Notices. Whenever any notice is required to be given under the provisions of this Declaration, or the By-Laws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice, provided such waiver or the time of giving same is not contrary to the provisions of the Act. Notices required to be given to any devisee or personal representative of a deceased Unit Owner shall be delivered by mail to such party at his or her or its address appearing in the records of the court wherein the estate of such deceased owner is being administered. Other notices required or permitted to be given shall be in writing and shall be given in the manner set forth in the Condominium Instruments. As allowed by current law, any notices required in this Declaration or Bylaws may be sent by electronic means to any owner or other persons.

13.03 Violations of Certain Rules. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rule 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 current acting President of the United States, and the current acting Vice-President of the United States.

13.04 Severability. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, and all of the terms hereof are hereby declared to be severable.

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

13.06 Trustees. In the event title to any Unit should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder from time to time shall be liable for payment of any claim, lien, or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof

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shall continue to be a charge or lien upon the premises notwithstanding any transfer of beneficial interest or the title of such real estate.

ARTICLE XIV – RECORDS OF THE ASSOCIATION

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

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

14.02 Availability of Association Books and Records. Any member of the Association shall have the right to inspect, examine, and make copies of the records described in subsections 14.01a), 14.01b), 14.01c), 14.01d) and 14.01e) of Section 14.01 of this Article 14, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Board of Managers or its authorized agent, stating with particularity the records sought to be examined. Failure of the Board of Managers to make available all records so requested within thirty (30) days of receipt of the member's written request shall be deemed a denial.

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14.03 Requests for Inspection and Examination of Association Books and Records.

Except as otherwise provided in Article 14 of this Section 14.03, any member of the Association shall have the right to inspect, examine, and make copies of the records described in subsections 14.03f), 14.03g), 14.03h), and 14.03i) of Section 14.01 of this Article 14, in person or by agent, at any reasonable time or times but only for a proper purpose, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Board of Managers or its authorized agent, stating with particularity the records sought to be examined and a proper purpose for the request. Subject to the provisions of Section 14.04 of this Article 14, failure of the Board of Managers to make available all records so requested within thirty (30) business days of receipt of the member's written request shall be deemed a denial; provided, however, if the Board of Managers has adopted a secret ballot election process as provided in Section 18 of the Act, it shall not be deemed to have denied a member's request for records described in subsection 14.01h) of Section 14.01 of this Article 14 if voting ballots, without identifying Unit numbers, are made available to the requesting Member within thirty (30) days of receipt of the member's written request.

14.04 Costs. The actual cost to the Association of retrieving and making requested records available for inspection and examination under Article 14 shall be charged by the Association to the requesting member. If a member requests copies of records requested under this Article 14, the actual costs to the Association of reproducing the records shall also be charged by the Association to the requesting member.

14.05 Association Records Unavailable for Inspection and Examination. Notwithstanding the provisions of Section 14.01 of this Article 14, unless otherwise directed by court order, the Association need not make the following records available to inspection, examination, or copying by its members:

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

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Signed and acknowledged this 27 day of December, 2016.

Dennis Poole

being at least two-thirds of the Board of Directors
of 110 West Superior Condominium Association

Subscribed and Sworn to before me this
27 day of December, 2016.

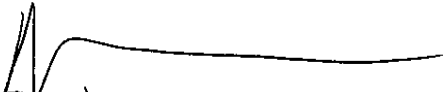
Nancy Jean Kras
Notary Public

My commission expires: 3-22-2020



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Signed and acknowledged this 27 day of December, 2016.



Daniel Brody, Resident

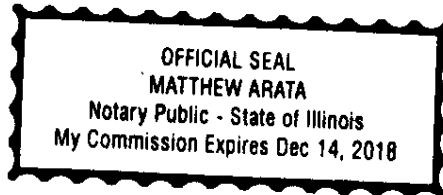
being at least two-thirds of the Board of Directors
of 110 West Superior Condominium Association

Subscribed and Sworn to before me this
27 day of DECEMBER, 2016.



Notary Public

My commission expires: 12/14/18



UNOFFICIAL COPY

Signed and acknowledged this 27th day of December, 2016.

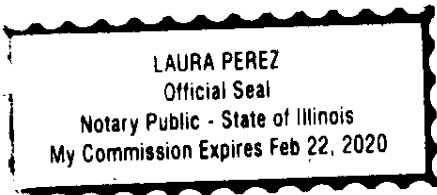
Jamie Alford

being at least two-thirds of the Board of Directors
of 110 West Superior Condominium Association

Subscribed and Sworn to before me this
27th day of December, 2016.

Laura Perez
Notary Public

My commission expires: 2/22/20



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Signed and acknowledged this 3 day of January, 2017.

[Handwritten signature]

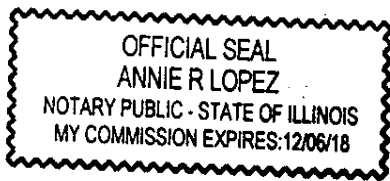
being at least two-thirds of the Board of Directors
of 110 West Superior Condominium Association

Subscribed and Sworn to before me this
3rd day of January, 2017.

Annie R. Lopez

Notary Public

My commission expires: 12/16/18



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EXHIBIT A – LEGAL DESCRIPTION

UNITS 701, 703, 801, 802, 803, 901, 902, 903, 904, 1001, 1002, 1003, 1004, 1100, 1201, 1202, 1203, 1204, 1401, 1402, 1403, 1404, 1501, 1502, 1503, 1504, 1601, 1602, 1603, 1604, 1701, 1702, 1703, 1704, 1801, 1802, 1803, 1804, 1901, 1902, 1903, 1904, 2001, 2003, 2101, 2103, 2200, 2301, 2303, 2401, 2403, 2501, 2503, 2601, 2603, 2701, 2703, P-1, P-2, P-3, P-4H, P-5H, P-6, P-7, P-8, P-9, P-10, P-11, P-12, P-13, P-14, P-15, P-16, P-17, P-18, P-19, P-20, P-21, P-22, P-23, P-24, P-25, P-26, P-27, P-28, P-29, P-30, P-31, P-32, P-33, P-34, P-35, P-36, P-37, P-38, P-39, P-40, P-41, P-42, P-43, P-44, P-45, P-46, P-47, P-48, P-49, P-50, P-51, P-52, P-53, P-54, P-55, P-56, P-57, P-58, P-59, P-60, P-61, P-62, P-63, P-64, P-65, P-66, P-67, P-68, P-69, P-70, P-71, P-72, P-73, P-74, P-75, P-76, P-77, P-78, P-79, P-80, P-81, P-82, P-83, P-84 AND P-85 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE SUPERIOR 110 CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING PARCEL OF REAL ESTATE:

LOTS 12, 13, 14 AND 15 AND THE SOUTH ½ OF THE EAST-WEST 18 FOOT WIDE VACATED ALLEY LYING NORTH OF AND ADJOINING SAID LOTS 12, 13, 14 AND 15 AND SOUTH OF AND ADJOINING LOTS 16 AND 17 IN OGDEN AND OTHERS SUBDIVISION OF BLOCK 35 IN WOLCOTT'S ADDITION TO CHICAGO IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY ILLINOIS AS DOCUMENT NUMBER 0905829068

ADDRESS OF PROPERTY: 110 W. Superior Street, Chicago, Illinois 60654

PIN NUMBERS: 17-09-204-028-1001

THROUGH AND INCLUDING: 17-09-204-028-1142

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EXHIBIT B – PIN NOS. AND PERCENTAGES OF OWNERSHIP INTEREST

UNIT NO.	PIN NO.	PERCENTAGE OF OWNERSHIP INTEREST
701	17-09-204-028-1075	2.441%
703	17-09-204-028-1076	2.637%
801	17-09-204-028-1001	0.959%
802	17-09-204-028-1077	1.025%
803	17-09-204-028-1002	1.869%
901	17-09-204-028-1003	0.982%
902	17-09-204-028-1004	1.050%
903	17-09-204-028-1005	1.057%
904	17-09-204-028-1078	0.858%
1001	17-09-204-028-1006	1.004%
1002	17-09-204-028-1079	1.074%
1003	17-09-204-028-1007	1.082%
1004	17-09-204-028-1080	0.879%
1100	17-09-204-028-1008	4.132%
1201	17-09-204-028-1081	1.049%
1202	17-09-204-028-1009	1.123%
1203	17-09-204-028-1010	1.132%
1204	17-09-204-028-1082	0.922%
1401	17-09-204-028-1083	1.072%
1402	17-09-204-028-1084	1.147%
1403	17-09-204-028-1011	1.156%
1404	17-09-204-028-1012	0.943%
1501	17-09-204-028-1013	1.095%
1502	17-09-204-028-1085	1.172%
1503	17-09-204-028-1014	1.181%
1504	17-09-204-028-1015	0.964%
1601	17-09-204-028-1016	1.117%
1602	17-09-204-028-1086	1.196%
1603	17-09-204-028-1017	1.206%
1604	17-09-204-028-1087	0.985%
1701	17-09-204-028-1018	1.140%
1702	17-09-204-028-1019	1.220%
1703	17-09-204-028-1020	1.231%
1704	17-09-204-028-1021	1.006%
1801	17-09-204-028-1088	1.162%
1802	17-09-204-028-1022	1.245%
1803	17-09-204-028-1023	1.256%
1804	17-09-204-028-1089	1.028%
1901	17-09-204-028-1024	1.185%
1902	17-09-204-028-1025	1.269%
1903	17-09-204-028-1026	1.281%

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1904	17-09-204-028-1090	1.049%
2001	17-09-204-028-1091	2.501%
2003	17-09-204-028-1092	2.376%
2101	17-09-204-028-1093	2.548%
2103	17-09-204-028-1027	2.422%
2200	17-09-204-028-1094	5.063%
2301	17-09-204-028-1095	2.642%
2303	17-09-204-028-1096	2.514%
2401	17-09-204-028-1097	2.689%
2403	17-09-204-028-1098	2.560%
2501	17-09-204-028-1099	2.736%
2503	17-09-204-028-1100	2.606%
2601	17-09-204-028-1028	2.750%
2603	17-09-204-028-1029	1.868%
2701	17-09-204-028-1030	3.514%
2703	17-09-204-028-1031	1.900%
P-1	17-09-204-028-1032	0.081%
P-2	17-09-204-028-1101	0.081%
P-3	17-09-204-028-1033	0.081%
P-4H	17-09-204-028-1102	0.128%
P-5H	17-09-204-028-1103	0.128%
P-6	17-09-204-028-1034	0.081%
P-7	17-09-204-028-1035	0.081%
P-8	17-09-204-028-1104	0.081%
P-9	17-09-204-028-1036	0.085%
P-10	17-09-204-028-1037	0.085%
P-11	17-09-204-028-1038	0.085%
P-12	17-09-204-028-1039	0.162%
P-13	17-09-204-028-1105	0.077%
P-14	17-09-204-028-1106	0.077%
P-15	17-09-204-028-1107	0.077%
P-16	17-09-204-028-1040	0.081%
P-17	17-09-204-028-1041	0.081%
P-18	17-09-204-028-1042	0.081%
P-19	17-09-204-028-1043	0.077%
P-20	17-09-204-028-1044	0.077%
P-21	17-09-204-028-1108	0.077%
P-22	17-09-204-028-1045	0.081%
P-23	17-09-204-028-1046	0.081%
P-24	17-09-204-028-1047	0.081%
P-25	17-09-204-028-1048	0.081%
P-26	17-09-204-028-1049	0.092%
P-27	17-09-204-028-1109	0.081%
P-28	17-09-204-028-1110	0.081%
P-29	17-09-204-028-1111	0.081%

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P-30	17-09-204-028-1050	0.081%
P-31	17-09-204-028-1051	0.092%
P-32	17-09-204-028-1052	0.074%
P-33	17-09-204-028-1112	0.074%
P-34	17-09-204-028-1113	0.074%
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P-36	17-09-204-028-1114	0.077%
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P-39	17-09-204-028-1115	0.074%
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P-47	17-09-204-028-1123	0.077%
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P-49	17-09-204-028-1057	0.077%
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P-51	17-09-204-028-1124	0.070%
P-52	17-09-204-028-1125	0.070%
P-53	17-09-204-028-1059	0.070%
P-54	17-09-204-028-1060	0.077%
P-55	17-09-204-028-1061	0.077%
P-56	17-09-204-028-1062	0.077%
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P-60	17-09-204-028-1129	0.077%
P-61	17-09-204-028-1130	0.077%
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P-63	17-09-204-028-1063	0.077%
P-64	17-09-204-028-1064	0.089%
P-65	17-09-204-028-1132	0.077%
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P-69	17-09-204-028-1136	0.089%
P-70	17-09-204-028-1065	0.067%
P-71	17-09-204-028-1066	0.067%
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P-73	17-09-204-028-1068	0.070%
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P-75	17-09-204-028-1070	0.070%
P-76	17-09-204-028-1071	0.066%
P-77	17-09-204-028-1072	0.067%
P-78	17-09-204-028-1137	0.067%
P-79	17-09-204-028-1073	0.074%
P-80	17-09-204-028-1074	0.074%
P-81	17-09-204-028-1138	0.070%
P-82	17-09-204-028-1139	0.070%
P-83	17-09-204-028-1140	0.070%
P-84	17-09-204-028-1141	0.070%
P-85	17-09-204-028-1142	0.081%

Property of Cook County Clerk's Office

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EXHIBIT C – AMENDED AND RESTATED BY-LAWS OF ASSOCIATION

BY-LAWS 110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

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**COOK COUNTY
RECORDER OF DEEDS**

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BY-LAWS OF 110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

ARTICLE I General Provisions

All capitalized terms not defined in these By-Laws have the meaning set forth in the Amended and Restated Declaration of Condominium for 110 WEST SUPERIOR CONDOMINIUM ASSOCIATION (the "Declaration").

The Association is responsible for the overall administration of the Property through its duly elected Board. The Association shall have such powers, not inconsistent with the Act, as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized and to do every other act not inconsistent with any law and which may be appropriate to promote and attain the purposes set forth in the Act or the Condominium Instruments.

The provisions of these By-Laws, the Act, the Declaration and all other Condominium Instruments, and any and all rules and regulations that relate to the use of a Unit or the Common Elements shall be applicable to any person leasing a Unit. All such provisions shall be deemed to be incorporated into any lease executed with respect to any Unit.

ARTICLE II Members

Section 1. Classes of Members, Membership, and Termination Thereof.

The Association shall have one class of members. The designation of such class and the qualifications of the members of such class shall be as follows:

Each Unit Owner shall be a member of the Association, and such membership shall terminate upon the sale or other disposition of such member's Unit, at which time the new Unit Owner shall automatically become a member of the Association. Such termination shall not relieve or release any such former Unit Owner from any liability or obligation incurred under or in any way connected with the condominium or the Association, during the period of such ownership and membership in the Association. Furthermore, such termination shall not impair any rights or remedies which the Board or others may have against such former Unit Owner arising from, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be required to be issued by the Association.

In the event that a Unit Owner is a corporation, partnership, trust or other legal entity, other than a natural person or persons, then any officer, director, or other designated agent of

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such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board.

Section 2. Votes and Voting Rights.

(a) If a Unit is owned by more than one person, the voting rights with respect to such Unit shall not be divided, but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. Any proxy must be executed in writing by the Unit Owner or his or her duly authorized attorney in fact, must bear the date of execution, and shall be invalid after 11 months from the date of its execution. If only one of the multiple owners of a Unit is present, and if any one of the multiple owners casts the votes allocated to that Unit without protest to the person presiding over the meeting being made promptly by any of the other Owners of the Unit, there is deemed to be majority agreement.

(b) Any specified percentage of the members, whether majority or otherwise, for purposes of voting or for any other purpose, wherever provided in these By-Laws, shall mean such percentage of the total number of votes hereinabove set forth. Such percentage shall be computed in the same manner as is a specified percentage of the Unit Owners of the Condominium as provided in the Declaration, provided, however, that when 30% or fewer of the Units, by number, possess over 50% in the aggregate of the votes as provided herein, any percentage vote of the members specified herein or in the Declaration shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

Section 3. Transfer of Membership.

Membership in this Association is not transferable or assignable, except as provided in Article II, Section 1 hereof.

Section 4. Installment Contracts.

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

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ARTICLE III Meetings of Members

Section 1. Annual Meeting.

An annual meeting of the members for the purpose of electing Board members and for the transaction of such other business as may come before the meeting shall be held on the first Tuesday after the anniversary date of the first annual meeting or such other date as is selected by the Board which date is within sixty (60) days before or after the first Tuesday after the anniversary date of the first annual meeting, provided, however, that no such meeting need be held less than one year after the first annual meeting of the members. If the election of members of the Board shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the members called as soon thereafter as conveniently may be.

Section 2. Special Meetings.

Special meetings of the members may be called by the Board, the President, or not less than 20% of the members. All matters to be considered at special meetings of the members called by not less than 20% of the members shall first be submitted in writing to the Board not less than ten (10) days prior to the date of the special meeting of the members called to consider such matters.

Section 3. Place and Time of Meeting.

All meetings of the members shall take place at such time., in some section of the Property, as designated by the person or persons calling the meeting, or at such other reasonable place or time designated by the Board or the person or person calling the meeting.

Section 4. Notice of Meetings.

Written or printed notice stating the purpose, place, day and hour of any meeting of members shall be mailed, delivered or sent by electronic means to each member entitled to vote at such meeting, not less than ten (10) days nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary, or the officer or persons calling the meeting. The notice of a meeting shall be deemed mailed when deposited in the United States mail addressed to the member at his or her address as it appears on the records of the Association, with proper postage thereon prepaid.

Section 5. Quorum.

The members present at a meeting in person or by proxy, holding 20% of the votes which may be cast at any meeting, shall constitute a quorum at such meeting. If a quorum is not present at the commencement of any meeting of members, the meeting shall be adjourned and may be called again only in accordance with the provisions of these By-Laws.

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Section 6. Proxies - Association Issued Ballots.

(a) Except as may be prohibited by a rule adopted in accordance with Paragraph (b) of this Section, at any meeting of members, a member entitled to vote may vote either in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy or in the Condominium Instruments, and every proxy must bear the date of execution. Any proxy distributed by the Board for election of members of the Board shall give Unit Owners the opportunity to designate any person as the proxy holder and shall give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

(b) If the Board adopts a rule at least 120 days before a Board election that provides for balloting as set forth in this subparagraph, 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 by means specified in such rule. Any rule adopted pursuant to this subparagraph must provide that:

(i) The ballots must be mailed or otherwise distributed to Unit Owners between 10 and 30 days before the election meeting;

(ii) The Board must give Unit Owners not less than 21 days' prior written notice of the deadline for inclusion of a candidate's name on the ballots;

(iii) The deadline may be no more than seven days before the ballots are mailed or otherwise distributed to Unit Owners;

(iv) Every 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;

(v) A ballot received by the Association or its designated agent after the close of voting may not be counted;

(vi) A Unit Owner who submits a ballot by mail or other means of delivery specified in the rule may request and cast a ballot in person at the election meeting, and thereby void any ballot previously submitted by that Unit Owner.

(c) If a written petition by Unit Owners with at least 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 subparagraph (b) of this Section, the Board must call a meeting of the Unit Owners within 30 days after the date of delivery of the petition. Unless a majority

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of the total votes of the Unit Owners are cast at the meeting to reject the rule, the rule is ratified.

(d) Owners may also vote by electronic means in accordance with the provisions of the Act.

Section 7. Manner of Acting.

Except as set forth below and except as otherwise required by the Declaration or the Act, any action to be taken at any meeting of the members at which a quorum is present shall be upon the affirmative vote of more than 50% of the members represented at such meeting. The following matters shall require the affirmative vote of not less than 66 2/3% of all the members at a meeting duly called for that purpose:

- (a) Merger or consolidation of the Association;
- (b) Sale, lease, exchange, or other disposition (but not the mortgage or pledge) of all, or substantially all, of the property and assets of the Association; or
- (c) The purchase and sale of land or Units on behalf of the Unit Owners.

ARTICLE IV Board

Section 1. In General.

The affairs of the Association shall be managed by its Board of Managers, which shall act as the Board of Managers of the Condominium as provided in the Act and the Declaration.

Section 2. Number, Tenure and Qualifications.

The number of members of the Board shall be five (5). The members of the Board shall each be elected solely by, from and among, the members. At the first annual meeting, the two (2) members who received the most votes were elected for a two year term and the three (3) members who received the next highest number of votes were elected for a one year term. Each member of the Board shall hold office without compensation. In the event that a member of the Board is a legal entity other than a natural person or person, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, may be eligible to serve as a member of the Board. Notwithstanding the above, only one person from each Unit may be a member of the Board. A member of the Board may succeed himself or herself in office.

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Section 3. Election.

At each annual meeting of the members, the members shall be entitled to vote for candidates running for the Board. The candidates receiving the highest number of votes with respect to the Board positions to be filled shall be deemed to be elected. Cumulative voting shall not be allowed. Any candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of the ballots at such election. The Board may disseminate to Unit Owners biographical and background information about candidates for election to the Board if (a) no preference is expressed in favor of any candidate; and (b) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated.

Section 4. Regular Meetings.

A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of members. The Board shall, by regulations which the Board may, from time to time adopt, provide the time and place for the holding of additional regular meetings of the Board, provided that the Board shall meet at least four times per year.

Section 5. Special Meetings.

Special meetings of the Board may be called by or at the request of the President or any two members of the Board. The person or persons permitted to call special meetings of the Board may fix the time and place for holding any special meeting of the Board called by them.

Section 6. Notice.

Written notice of any special meeting of the Board shall be mailed, delivered or sent by electronic means to all members of the Association at least 48 hours prior to date of such special meeting. Written notice of regular meetings of the Board shall be mailed or delivered to all members of the Association at least 48 hours prior to the date of such meeting. All such notices shall be deemed to be mailed when deposited in the United States mail addressed to each member at his or her address as it appears on the records of the Association, with proper postage thereon prepaid. The business to be transacted at, or the purpose of any regular or special meeting of the Board, shall be specified in the notice. Notices of a regular meeting of the Board need not be served on members of the Board. However, copies of said notices of meetings of the Board shall be posted in entranceways or other conspicuous places in the condominium designated by the Board at least 48 hours prior to the meeting.

Section 7. Quorum.

A majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the members of the Board are present at the commencement of said meeting, the meeting shall be adjourned and may be called again only in accordance with the provisions of these By-Laws.

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Section 8. Manner of Acting.

The act of a majority of the members of the Board present at a meeting at which a quorum is present at the commencement of the meeting shall be the act of the Board, except where otherwise provided by law or in the Condominium Instruments.

Section 9. Vacancies.

Any vacancy occurring in the Board by reason of death, removal or resignation of a member of the Board shall be filled by a two-thirds vote of the remaining members of the Board. A member elected to fill a vacancy shall be elected until the next annual meeting of the members of the Association; provided that if a petition signed by members of the Association holding 20% of the votes in the Association requesting a meeting of the members to fill the vacancy for the balance of the unexpired term of his predecessor, the term of the member so elected by the Board shall terminate 30 days after the filing of the petition and a meeting of the members for the purpose of filling such vacancy for such unexpired term shall be called no later than 30 days following the filing of such petition. Members of the Board, including those appointed by the Developer, may resign at any time by written resignation delivered or mailed to any officer of the Association, which resignation shall be effective upon receipt of said resignation. If as the result of death, removal or resignation of a member of the Board, no member of the Board remains in office, a special meeting of the members of the Association may be called to fill all vacancies for the unexpired term of the members of the Board.

Section 10. Removal.

Any member of the Board may be removed from office by the affirmative vote of 66 2/3% of all the members of the Association at a special meeting called for such purpose.

Section 11. Adoption of Rules and Regulations.

All rules and regulations, or amendments thereto, shall be adopted by the Board after a meeting of the members called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations, which rules and regulations conform to the requirements of Section 18 of the Act and the Declaration and these By-Laws. No quorum is required at such meeting of the members. No rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution. Such rules and regulations shall be effective sixty (60) days after their adoption, provided that the members may veto the rules or regulations at a special meeting of the members called for such purpose, and held before the effective date of the rule or regulation, by a vote of 66 2/3% of all the members of the Association.

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Section 12. Open Meetings.

All meetings of the Board, whether regular or special, shall be open to the members of the Association except for meetings:

(a) To discuss or consider information related to 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 probably imminent;

(b) To consider information regarding appointment, employment or dismissal of an employee; or

(c) To discuss or consider information related to violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses.

Any vote on the above matters shall be taken at a meeting or portion thereof open to any member. Any member may record the proceedings at meetings required to be open by the Act or these By-Laws by tape, film, or other means, subject to reasonable rules and regulations prescribed by the Board to govern the right to make such recordings.

Section 13. Contracts.

Following the first annual meeting of the members, 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 Board member's immediate family has a 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 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 Section 13, a Board member's immediate family means the Board member's spouse, parents and children.

Section 14. Powers and Duties.

The powers and duties of the Board shall include, but not be limited to, the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. However, nothing in the foregoing sentence shall be deemed to invalidate any provision in the Condominium Instruments placing limits on expenditures for capital additions or capital improvements to the Common Elements (other than for purposes of repairing, replacing or restoring existing portions of the Common Elements) by the Board without the prior approval of the Unit Owners.

Section 15. Board's Determination Binding.

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

ARTICLE V Officers

Section 1. Officers.

The officers of the Association shall be a President, one or more Vice-Presidents, if applicable (the number thereof to be determined by the Board), a Treasurer and a Secretary.

Section 2. Election and Term of Office.

The officers of the Association shall be elected annually by the Board at the regular annual meeting of the Board, from among the members of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently possible. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified. An officer may succeed himself or herself in office. Officers shall serve without compensation.

Section 3. Removal.

Any officer elected by the Board may be removed by a majority vote of the members of the Board.

Section 4. Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

Section 5. President.

The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the members and of the Board. The President may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, contracts, or other instruments which the Board has authorized to be executed and any amendment to the Declaration or Plat as provided in the Act, and, in general, shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board from time to time.

Section 6. Vice-President.

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In the absence of the President or in the event of inability or refusal to act, the Vice-President, if elected, (or in the event there be more than one Vice-President, the Vice-Presidents in the order of their election) shall perform the duties of the President, and, when so acting, shall have all the power of, and be subject to all the restrictions upon, the President. Any Vice-President shall perform such other duties as from time to time may be assigned by the President or by the Board.

Section 7. Treasurer.

The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever (except the Treasurer shall not have to give receipts for regular assessment payments), and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these By-Laws; and in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board.

Section 8. Secretary.

The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; receive all notices on behalf of the Association and, together with the President, execute on behalf of the Association, amendments to Condominium Instruments and other documents as required or permitted by the Declaration, these By-Laws or the Act; be custodian of the records of the Association; and in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board.

ARTICLE VI

Powers and Duties of the Association and Board

Section 1. General Duties, Powers, Etc. of the Board.

The Board shall exercise for the Association all powers, duties and authority vested in the Association by the Act and the Condominium Instruments, including but not limited to the following:

- (a) Operation, care, upkeep, maintenance, replacement and improvement of the Common Elements, including payments therefor, including approving payment vouchers therefor;
- (b) Preparation, adoption and distribution of the annual budget for the Property;
- (c) Levying of assessments;

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- (d) Collection of assessments from Unit Owners;
- (e) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;
- (f) Obtaining adequate and appropriate kinds of insurance, which shall include a fidelity bond insuring the Association, the Board and the Unit Owners against loss of funds as a result of the fraudulent or dishonest acts of any employee of the Association or its management agent or of any other person handling the funds of the Association, the Board or the Unit Owners in such amounts as the Board shall deem necessary. The premium for such fidelity bond shall be a Common Expense. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond shall provide that it may not be canceled for non-payment of any premiums or otherwise substantially modified without thirty (30) days prior written notice to all holders of first mortgages of record;
- (g) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by it or leasing of Common Elements;
- (h) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property, but no such rule shall make improper or illegal any program or activity of the Developer which immediately prior to the adoption or amendment of the rule or regulation was otherwise proper or legal hereunder;
- (i) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (j) Having access to each Unit, from time to time, as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units;
- (k) Paying real property taxes, special assessments, 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;
- (l) Imposing charges for late payments of a Unit Owner's assessments, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levying reasonable fines for violation of the Declaration, By-Laws, and rules and regulations of the Association;
- (m) Assigning its right to future income, including the right to receive assessments;

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(n) Recording 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 5(c) of the Declaration;

(o) Recording the granting of an easement for the laying of cable television cable where authorized by the Unit Owners under the provisions of Section 5(c) of the Declaration;

(p) Borrowing money at such rates of interest as it may determine; issuing its notes, bonds and other obligations to evidence such borrowing; and securing any of its obligations by making a mortgage or giving a security interest in all or any of its property or income. In the performance of their duties, the officers and members of the Board shall exercise the care required of a fiduciary of the members.

(q) Making reasonable accommodation for the needs of handicapped Unit Owners, required by the Human Rights Act, in the exercise of its powers with respect to the use of Common Elements or approval of modification in an individual Unit;

(r) Obtaining, if available and determined by the Board to be in the best interests of the Association, cable television service or other communications infrastructure for all of the Units of the Condominium on a bulk identical service and equal cost per Unit basis; 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 basis.

In the performance of their duties, the officers and directors, whether appointed by the Developer or elected by the members, shall exercise the care required by a fiduciary of the members, subject to the limitations on financial liability contained elsewhere in these By-Laws and/or in the Articles of Incorporation of the Association.

Section 2. Specific Powers and Duties.

Anything herein contained to the contrary notwithstanding, the Association shall have the power:

(a) To engage the services of a manager or managing agent, which may be any person, firm or corporation, upon such terms and compensation as the Association deems fit, and to remove such manager or managing agent at any time, provided any agreement with such manager or managing agent shall extend for not more than three years and must be terminable by either party to such agreement without cause and without payment of a termination fee, upon ninety (90) days or less prior written notice;

(b) To engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Association, in the operation, repair, maintenance and

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management of the Property, or in connection with any duty, responsibility or right of the Association and to remove, at any time, any such personnel;

(c) To establish or maintain one or more bank accounts, or functionally similar accounts such as money market fund accounts, for the deposit of any funds paid to, or received by, the Association;

(d) To invest any funds of the Association in certificates of deposit, money market funds, or comparable investments;

(e) Upon authorization of a two-thirds vote by the members of the Board or by affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for such purpose, the Board acting on behalf of all Unit Owners shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments or charges of the State of Illinois or any political subdivision thereof or of any lawful taxing or assessing body, and to charge and collect all expenses incurred in connection therewith as Common Expenses for each owner as a charge back based on each owner's percentage of ownership. Nothing herein shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

Section 3. Authorized Expenditures.

The Association shall acquire and make arrangements for, and pay for out of the Maintenance Fund, in addition to the manager, managing agent or other personnel above provided for, the following:

(a) Water, waste removal, heating, electricity, telephone and other necessary utility service for the Common Elements and such services to the Units as are not separately metered or charged to the owners thereof.

(b) Such insurance as the Association is required or permitted to obtain as provided in the Declaration.

(c) Landscaping, gardening, snow removal, painting, cleaning, facade examination, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the Limited Common Elements which the Unit Owners enjoying the use thereof shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Elements.

(d) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the Association deems necessary or proper for the maintenance and operation of the Property or for the enforcement of any restrictions or provisions contained herein.

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(e) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Association constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it. Any costs incurred by the Association by reason of said lien or liens including but not limited to, any interest, late charges, reasonable attorneys' fees, costs of collections and the amount of unpaid fines shall be specially assessed to said Unit Owners and shall, until paid by such Unit Owners, constitute a lien on the interest of such Unit Owners in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.

(f) Maintenance and repair of any Unit or any other portion of the Property which a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Elements, or any other portion of the Property, and the owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Association to said Unit Owner; provided that the Association shall levy a special assessment against such Unit for the cost of said maintenance or repair and the amount of such special assessment shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expense. All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Association, and a written memorandum thereof prepared and signed by the treasurer. There shall be no structural alterations, capital additions to, or capital improvements on, the Common Elements (other than for the purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of Ten Thousand Dollars (\$10,000.00) without the prior approval of 66 2/3 percent of the Unit Owners.

(g) If, due to the act or neglect of a Unit Owner or of a member of its family or household pet or of a guest or other authorized Occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a 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, as a special assessment and the amount of such special assessment shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.

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Section 4. Annual Budget.

(a) Each year on or before November 1st, the Board shall estimate the annual budget of Common Expenses (the "Annual Budget") including: the total amount required for the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, all anticipated assessments and income and each Unit Owner's proposed Common Expense assessment, together with an indication of which portions of the Annual Budget are intended for capital expenditures or repairs or payment of real estate taxes. The Board shall deliver a copy of the proposed Annual Budget to each Unit Owner at least thirty (30) days prior to the adoption thereof. The Association shall give Unit Owners notice as provided in Article III, Section 4, of the By-Laws of the meeting of the Board at which the Board proposes to adopt the Annual Budget, or at which any increase or establishment of any assessment, regular or special, is proposed to be adopted.

(b) If an adopted Annual Budget requires assessment against Unit Owners in any year exceeding 115% of the assessments for the preceding year, the Board, upon written petition by Unit Owners representing 20% of the votes of the Association may, within 14 days of the Board action, petition and require the Board to call a meeting of the Unit Owners within 30 days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the Unit Owners are cast at the meeting to reject the budget, it is ratified whether or not a quorum is present. In determining whether assessments exceed 115% of similar assessments in the preceding year, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, and budgeted expenses by the Association which are not anticipated to be incurred on a regular or annual basis shall be excluded from the computation.

(c) The Annual Budget shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements. Each Unit Owner shall be obligated to pay to the Association, or as it may direct, the portion of the Annual Budget assessed to such owner in equal monthly installments (subject to acceleration as hereinafter provided) on or before January 1st of the ensuing year, and on the 1st day of each and every month of said year. The Association does not have the authority to, and cannot, forbear the payment of assessments by any Unit Owners.

(d) The failure or delay of the Association to prepare or serve the Annual Budget on the Unit Owners shall not constitute a waiver or release in any manner of the Unit Owners' obligation to pay the maintenance and other costs and necessary Reserves, as herein provided, whenever the same shall be determined, and, in the absence of any annual or adjusted budget, the Unit Owners shall continue to pay the monthly assessment charges at the then existing monthly rate established for the previous period (until the monthly assessment payment which is due more than ten (10) days after such new Annual Budget shall have been mailed to the Unit Owners).

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(e) Anything herein or in the Declaration to the contrary notwithstanding, the Board may charge to fewer than all Unit Owners such portion of the insurance premium for insurance the Association is required or permitted to obtain which reflects increased charges for coverage on the Units owned by such Unit Owners, on such reasonable basis as the Board shall determine. Such charge shall be considered a Common Expense with respect to the Units owned by such Unit Owners for all purposes herein and under the Declaration.

(f) All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and except for such special adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in their relative percentages of ownership interest in the Common Elements.

Section 5. Annual Accounting.

On or before the 1st day of August of each calendar year, the Association shall supply to all Unit Owners an itemized account of the Common Expenses for the preceding calendar year actually incurred and paid together with an indication of which portions of the Annual Budget were for capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficiency of income over expenditures plus Reserves.

(a) The Association shall allow any First Mortgagee to examine the books and records of the Association during reasonable business hours and to receive, on request, annual reports and other financial data prepared by the Association or at its direction.

Section 6. Reserves.

The Association shall build up and maintain such reserves ("Reserves") as are required by applicable law. The Reserves disclosed in the Association budget distributed in accordance with Section 4 of this Article 6 shall constitute such Reserves. The Association may establish additional Reserves as it deems necessary or appropriate, which shall be identified as Capital Reserves or Operating Reserves as defined in the Declaration. The two month's assessment contribution to working capital made at closing by the initial purchasers shall be credited to the Operating Reserve. Extraordinary expenditures not originally included in the Annual Budget which may become necessary during the year shall be charged first against such Reserve. In addition, the Association or the Board shall have the right to segregate all or any portion of the Reserve for any specific replacement or contingency upon such conditions as the Association or the Board deems appropriate. Notwithstanding the foregoing, nothing contained herein shall be deemed to impose an obligation upon the Association to fund Reserves for replacement of mechanical components of the Building, merely because such component may have exceeded their expected useful lives.

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Section 7. Special Assessments.

(a) If said Annual Budget proves inadequate for any reason, including non-payment of any Unit Owner's assessment, or any non-recurring Common Expense or any Common Expense not set forth in the Annual Budget as adopted, 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 of ownership in the Common Elements, and which may be payable in one lump sum or in such installments as the Board may determine. The Board shall serve notice of such further assessment on all Unit Owners (as provided in Article III, Section 4, of the By-Laws) by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective and shall be payable at such time or times as determined by the Board, provided, however, that in the event such further assessment with respect to any Unit exceeds 115% of the assessments for the preceding year, such further assessment for all Units shall not be effective until approved in accordance with Article VI, Section 4(b). All Unit Owners shall be obligated to pay the further assessment.

(b) The Board may adopt separate assessments for expenditures relating to emergencies or mandated by law without being subject to Unit Owner approval or the provisions of Article VI, Section 1(a). Herein, "emergency" implies an immediate danger to the life, health, safety of property of the Unit Owners or the Association.

Section 8. Default in Payment.

(a) If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Association may assess a service charge of up to 4% of the balance of which the aforesaid charges and assessments for each month, or part hereof, that said balance, or any part thereof remains unpaid. In addition to any remedies or liens provided by law, if a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for sixty (60) days, all other monthly payment of charges and assessments due for the calendar year in which such default occurs shall accelerate and become immediately due and payable. The Association may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as provided by law; and there shall be added to the amount due, the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. In addition, the Association may also take possession of such defaulting Unit Owner's interest in the Property and maintain an action for possession of the Unit in the manner provided by law. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or her Unit.

(b) Each such assessment, together with interest, court costs, late charges, reasonable attorneys' fees, costs of collections, the amount of any unpaid fines shall be the personal obligation of the person who was the Unit Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them, or required by applicable law.

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Section 9. Unit Owner Accounts.

Upon ten (10) days' notice to the Association, the payment of a reasonable fee, if any, fixed by the Association any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

Section 10. Rules and Regulations.

The Association may, pursuant to the provisions of Article IV, Section II and Article VI, Section 1(h) of these By-Laws, from time to time, adopt or amend such rules and regulations governing the operation, maintenance, beautification and use of the Common Elements and the Units, not inconsistent with the terms of the Declaration, as it sees fit, and the Unit Owners shall conform to, and abide by, such rules and regulations. Written notice of such rules and regulations shall be delivered to all Unit Owners and occupants. A violation of such rules or regulations shall be deemed a violation of the terms of the Declaration.

Section 11. Duties.

No Unit Owner may assign, delegate, transfer, surrender or avoid the duties, responsibilities and liabilities of a Unit Owner under the Act, the Condominium Instruments or the rules and regulations of the Association. Any such attempted assignment, delegation, transfer, surrender or avoidance shall be deemed void.

ARTICLE VII

Contracts, Checks, Deposits and Funds

Section 1. Contracts.

The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, Etc.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President of the Association.

Section 3. Deposits.

All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may elect.

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Section 4. Gifts.

The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose for the Association.

ARTICLE VIII Books and Records

Section 1. Maintaining Books and Records.

The Association shall keep and maintain the following records of the Association, or true and complete copies of these records:

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

Section 2. Availability for Examination.

Any member shall have the right to inspect, examine, and make copies of the records described in subdivisions (a), (b), (c), (d) and (e) of Section 1 of this Article, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise

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this right, a member must submit a written request to the Board or its authorized agent, stating with particularity the records sought to be examined. Failure of the Board to make available all records so requested within 30 days of receipt of the member's written request shall be deemed a denial.

Section 3. Limited Availability for Examination.

Except as otherwise provided in Section 5 of this Article, any member shall have the right to inspect, examine and make copies of the records described in subdivisions (f), (g), (h) and (i) of Section 1 of this Article, in person or by agent, at any reasonable time or times but only for a proper purpose, at the Association's principal office. In order to exercise this right, a member must submit a written request, to the Board or its authorized agent, stating with particularity the records sought to be examined and a proper purpose for the request. Subject to the provisions of Section 5 of this Article, failure of the Board to make available all records so requested within 30 business days of receipt of the member's written request shall be deemed a denial; provided, however, that if the Board has adopted a secret ballot election process as provided in Section 18 of the Act, then the Board shall not be deemed to have denied a member's request for records described in subdivision (h) of Section 1 of this Article if voting ballots, without identifying Unit Owners, are made available to the requesting member within 30 days of receipt of the member's written request.

Section 4. Retrieval and Reproduction Costs.

The actual cost to the Association of retrieving and making requested records available for inspection and examination under this Article shall be charged by the Association to the requesting member. If a member requests copies of records requested under this Article, the actual costs to the Association of reproducing the records shall also be charged by the Association to the requesting member.

Section 5. Records Not Available for Inspection.

Notwithstanding the provisions of Section 3 of this Article, unless otherwise directed by court order, the Association need not make the following records available for inspection, examination, or copying by the members;

- (a) documents relating to appointment, employment, discipline, or dismissal of Association employees;
- (b) documents relating to actions pending against or on behalf of the Association or the Board in a court or administrative tribunal;
- (c) documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or the Board in a court or administrative tribunal;
- (d) documents relating to Common Expenses or other charges owed by a member other than the requesting member; and

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

ARTICLE IX Fiscal Year

The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

ARTICLE X Waiver of Notice

Whenever any notice whatsoever is required to be given under the provisions of the Condominium Property Act of Illinois, the General Not-For-Profit Corporation Act of Illinois, the provisions of the articles of incorporation or By-Laws of the Association, or the Declaration, a waiver thereof (subject to all the provisions of such instruments) in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI Amendments to By-Laws

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted upon the affirmative vote of 66 2/3% of all of the members at a regular meeting or at any special meeting called for such purpose, by Recording an instrument in writing setting forth such alteration, amendment or repeal, which is signed and acknowledged by the President or Vice-President and the Secretary of the Association and which contains an affidavit by an officer of the Board certifying that the necessary affirmative vote of the members of the Association has been obtained.

Notwithstanding anything contained in these By-Laws to the contrary, no amendment to or repeal of Article XII of these By-Laws, or adoption of any bylaw or provision of these By-Laws which has the effect of increasing Board member liability, shall apply to or have any effect on the rights of any individual referred to in Article XII for or with respect to acts or omissions of such individual occurring prior to such amendment or repeal or the adoption of such bylaw or provision.

ARTICLE XII Exculpation and Indemnification

Section 1. Limitation of Board Member Liability.

No Board member shall be liable to the Association or its members for any mistake of judgment or for any other acts or omissions of any nature whatsoever as a Board member, except for any acts or omissions determined by a court of competent jurisdiction, pursuant to a final judgment, of which there is no further right of appeal to constitute willful misconduct, gross negligence or fraud in the performance of the Board member's duty as a Board member.

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Section 2. Mandatory Indemnification and Advancement.

The Association shall indemnify, in accordance with and to the full extent now or hereafter permitted by law, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, an action by or which exists as a right of the Association or any member thereof), by reason of his or her acting as a Board member of the Association, (or his or her service at the request of the Association in any other capacity for or on behalf of the Association) against any expenses (including attorneys' fees for any attorney selected by such indemnitee in his or her sole and absolute discretion), costs, judgments, fines, ERISA or other excise taxes, penalties, and amounts paid in settlement actually and reasonably incurred by such person in respect thereof. Expenses that may be subject to indemnification hereunder shall be paid in advance of the final disposition of the action, suit or proceeding, to the full extent permitted by applicable law. The provisions of this Article shall be deemed to constitute a contract between the Association and each Board member who serves in such capacity at any time while this Article and the relevant provisions of the applicable laws are in effect, and each such Board member shall be deemed to be serving as such in reliance on the provisions of this Article, and any repeal of any such provisions or of such Article shall not affect any rights or obligations then existing with respect to any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

Neither the Directors nor the officers of the Association shall be liable to the Residential Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever made by such individuals as such Directors and officers, except for any acts or omissions which the Board reasonably determines to constitute gross negligence or fraud or which is contrary to the provisions set forth in the Declaration or Bylaws. The Residential Unit Owners (including the Directors and the officers of the Association in their capacity as Residential Unit Owners) shall indemnify and hold harmless each of the Directors and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers of the Association on behalf of the Residential Unit Owners or arising out of their status as Directors or officers of the Association, unless any such contract or act shall have been finally adjudged to have been made fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorneys' fees, amounts of judgments paid and amounts paid or received in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any Director or officer of the Association may be involved by virtue of such persons being or having been such Director or officer; provided, however, that such indemnity shall not be operative with respect to (a) any matter that the Board reasonably determines to be liable for gross negligence or fraud in the performance of such person's duties as such Director or officer, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for gross negligence or fraud in the performance of such person's duties as such Director or officer. It is also intended that the liability of each Residential Unit Owner arising out of any contract made by, or other acts of, the Board or

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officers of the Association, or out of the aforesaid indemnity in favor of the Directors or officers of the Association, shall be limited to an amount equal to the total liability thereunder divided by the percentage interests of the applicable Residential Unit for the Association Assessments (as hereinafter provided). Every agreement made by the Board on behalf of the Residential Unit Owners shall be deemed to provide that the Directors are acting only as agents for the Residential Unit Owners, and shall have no personal liability thereunder (except as Residential Owners) and that each Residential Unit Owner's liability thereunder shall be limited to an amount equal to the total liability thereunder divided by the percentage interest of the applicable Residential Unit for Association Assessments (as hereinafter provided).

Section 3. Right of Claimant to Bring Suit.

If a claim under Section 2 of this Article is not paid in full within ten days after a written claim is received by the Association, the claimant may at any time thereafter bring suit against the Association to recover the unpaid amount of the claim, and, if successful in whole or in part, the claimant shall also be entitled to be paid the expense of prosecuting such claim, including all legal fees incurred in connection therewith. Neither the failure of the Association to have made a determination prior to the commencement of such action that indemnification of the claimant is proper under the circumstances because the claimant has met the applicable standard of conduct set forth in the applicable laws, nor the actual determination by the Association that the claimant has not met such standard of conduct shall be a defense to the action or create a presumption that claimant has not. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board, or otherwise, both as to action in his official capacities and as to action in other capacities while holding such office, and shall continue as to a person who has ceased to be a member of the Board or an officer of the Association, and shall inure to the benefit of the heirs, executors, administrators and assigns of such person.

Section 4. Other Indemnification Rights.

The rights of indemnification and advancement provided by this Article are not exclusive of any other right to indemnification or advancement provided by law, agreement or otherwise and shall apply to actions suits or proceedings commenced after the date hereof whether or not arising from acts or omissions occurring before or after the adoption hereof, and shall continue as to a person who has ceased to be a director of the Association and shall inure to the benefit of the heirs, executors and administrators and assigns of such a person.

ARTICLE XIII Construction

(a) Nothing hereinabove contained shall in any way be construed as altering, amending or modifying the Declaration. Said Declaration and these By-Laws shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Property. If there is any inconsistency or conflict between these By-Laws and the aforesaid Declaration, the provisions of the Declaration shall control.

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(b) All words and terms used herein which are also used in the Declaration shall have the same meaning as provided in the Declaration for such words and terms.

(c) The words, "Board of Directors" and "Board of Managers" may be substituted for the word "Board" and the word "Director" may be substituted for the words "Member of the Board," wherever they appear herein.

Whenever possible, each provision of these By-Laws must be interpreted in such a manner as to be effective and valid under applicable law; but if any provision of these By-Laws or the application of these By-Laws to any party or circumstance is prohibited by or invalid under applicable law, such provision will be effective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof or the application of such provision to other parties or circumstances.

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EXHIBIT D - CERTIFICATE OF OWNER APPROVAL

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

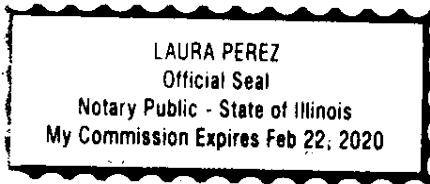
I, JAMES A. HORWATH, do hereby certify that I am the duly elected and qualified secretary for 110 West Superior Condominium Association, an Illinois not-for-profit corporation, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 110 West Superior Condominium Association was duly adopted by the affirmative vote of more than 3/4ths of the voting members and the official ballots approving said Amendment are attached hereto and incorporated herein as part of said Amendment.

James A. Horwath
Secretary

Dated at Chicago, Illinois this
27th day of December, 2014.

(corporate seal)



Laura Perez

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EXHIBIT E – AFFIDAVIT OF MORTGAGEE NOTIFICATION

I, JAMES A. HORWATH, do hereby certify that I am the duly elected and qualified Secretary for 110 West Superior Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that a copy of this Declaration was mailed by certified mail to all Mortgagees of the Association no less than ten (10) days prior to the date of this affidavit.

James A. Horwath
Secretary

Subscribed and sworn to before me this
23rd day of January, 2017

LAURA PEREZ
Official Seal
Notary Public - State of Illinois
My Commission Expires Feb 22, 2020
Notary Public

Property of Cook County Clerk's Office

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110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 110 West Superior Condominium Association:

I approve the Amended and Restated Declaration.

I do not approve the Amended and Restated Declaration.

OWNER:



Property Address: 110 W Superior, Unit # 701
Chicago, Illinois

Name and Address of Mortgage Lender, write NONE if there are no mortgages***:

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please fully complete and either return it to the Management Drop Box, Fax to Advantage at 312.475.0922 or Email to ERuby@advantage-management.com, AS SOON AS POSSIBLE.

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110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 110 West Superior Condominium Association:

- I approve the Amended and Restated Declaration.
- I do not approve the Amended and Restated Declaration.

OWNER:

Michael Taus Amette Taus

Property Address: 110 West Superior, Unit # 803
Chicago, Illinois

Name and Address of Mortgage Lender, write NONE if there are no mortgages***:

N/A

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please fully complete and either return it to the Management Drop Box, Fax to Advantage at 312.475.0922 or Email to ERuby@advantage-management.com, AS SOON AS POSSIBLE.

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110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 110 West Superior Condominium Association:

I approve the Amended and Restated Declaration.

I do not approve the Amended and Restated Declaration.

OWNER:

RAR Ana C Fernandez
Ruben A Rodriguez & Ana C Fernandez

Property Address: 110 W Superior, Unit # 703
Chicago, Illinois

Name and Address of Mortgage Lender, write NONE if there are no mortgages***:

Goldman Sachs
Mortgage Service Center
P.O. Box 5452
Mt. Laurel, NJ, 08054-5452
Loan Number: 7136492688

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please fully complete and either return it to the Management Drop Box, Fax to Advantage at 312.475.0922 or Email to ERuby@advantage-management.com, AS SOON AS POSSIBLE.

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110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 110 West Superior Condominium Association:

I approve the Amended and Restated Declaration.

I do not approve the Amended and Restated Declaration.

OWNER:

Aaron & Jillian Wirtz

Property Address: 110 West Superior St, Unit # 902
Chicago, Illinois

Name and Address of Mortgage Lender, write NONE if there are no mortgages***:

Chase

P.O. Box 78420

Phoenix, AZ 85062-8420

Loan Number: 1300073975

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please fully complete and either return it to the Management Drop Box, Fax to Advantage at 312.475.0922 or Email to ERuby@advantage-management.com, AS SOON AS POSSIBLE.

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110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 110 West Superior Condominium Association:

I approve the Amended and Restated Declaration.

I do not approve the Amended and Restated Declaration.

OWNER:

John Roh

Property Address: 110 W. Superior St., Unit # 904
Chicago, Illinois

Name and Address of Mortgage Lender, write NONE if there are no mortgages***:

none

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Signature: John Roh
John Roh (Dec 1, 2016)

Email: rjrrjrrj@gmail.com

Title: Owner

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110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 110 West Superior Condominium Association:

I approve the Amended and Restated Declaration.

I do not approve the Amended and Restated Declaration.

OWNER:

Christina M. Antonopoulos

Property Address: 110 W. Superior St., Unit # 1001
Chicago, Illinois

Name and Address of Mortgage Lender, write NONE if there are no mortgages***:

NONE

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please fully complete and either return it to the Management Drop Box, Fax to Advantage at 312.475.0922 or Email to ERuby@advantage-management.com, AS SOON AS POSSIBLE.

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110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 110 West Superior Condominium Association:

I approve the Amended and Restated Declaration.

I do not approve the Amended and Restated Declaration.

OWNER:

Myra Carretta / Bruce Hanna

Property Address: 110 W. Superior, Unit # 1002
Chicago, Illinois

Name and Address of Mortgage Lender, write NONE if there are no mortgages***:

None

Loan Number: _____

Please fully complete and either return it to the Management Drop Box, Fax to Ac

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.
312.475.0922 or Email to ERuby@advantage-management.com, AS SOON AS F

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110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 110 West Superior Condominium Association:

- I approve the Amended and Restated Declaration.
- I do not approve the Amended and Restated Declaration.

OWNER:

Pamela Patel

Property Address: 110 W. Superior, Unit # 1004
Chicago, Illinois

Name and Address of Mortgage Lender, write NONE if there are no mortgages***:

Chase Bank

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please fully complete and either return it to the Management Drop Box, Fax to Advantage at 312.475.0922 or Email to ERuby@advantage-management.com, AS SOON AS POSSIBLE.

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110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 110 West Superior Condominium Association:

I approve the Amended and Restated Declaration.

I do not approve the Amended and Restated Declaration.

OWNER:

Tyler Deutsch

Property Address: 110 W. Superior, Unit # 1201
Chicago, Illinois

Name and Address of Mortgage Lender, write NONE if there are no mortgages***:

Kendall Robinson

Wells Fargo Home Mortgage

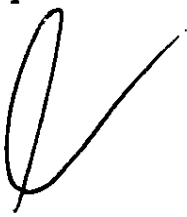
2157 W. Damen Ave, Chicago IL 60647

Loan Number: 0491316444

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please fully complete and either return it to the Management Drop Box, Fax to Advantage at 312.475.0922 or Email to ERuby@advantage-management.com, AS SOON AS POSSIBLE.

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110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 110 West Superior Condominium Association:

- I approve the Amended and Restated Declaration.
- I do not approve the Amended and Restated Declaration.

OWNER:

Gregory Tomatore

Property Address:

110 W. Superior, Unit # 1202
Chicago, Illinois

Name and Address of Mortgage Lender, write NONE if there are no mortgages***:

None

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please fully complete and either return it to the Management Drop Box, Fax to Advantage at 312.475.0922 or Email to ERuby@advantage-management.com, AS SOON AS POSSIBLE.

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110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 110 West Superior Condominium Association:

- I approve the Amended and Restated Declaration.
- I do not approve the Amended and Restated Declaration.

OWNER:

Mat Cunningham / Lisa Takata

Property Address: 110 W. Superior, Unit # 1203
Chicago, Illinois

Name and Address of Mortgage Lender, write NONE if there are no mortgages***:

Wells Fargo Mortgage

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please fully complete and either return it to the Management Drop Box, Fax to Advantage at 312.475.0922 or Email to ERuby@advantage-management.com, AS SOON AS POSSIBLE.

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110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 110 West Superior Condominium Association:

- I approve the Amended and Restated Declaration.
- I do not approve the Amended and Restated Declaration.

OWNER:

Mona Deutsch & Gary Deutsch

Property Address:

110 W. Superior Unit # 1204
Chicago, Illinois

Name and Address of Mortgage Lender, write NONE if there are no mortgages***:

NONE

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please fully complete and either return it to the Management Drop Box, Fax to Advantage at 312.475.0922 or Email to ERuby@advantage-management.com, AS SOON AS POSSIBLE.

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110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 110 West Superior Condominium Association:

- I approve the Amended and Restated Declaration.
- I do not approve the Amended and Restated Declaration.

OWNER:

TORAL A. Patel

Property Address:

110 W. SUPERIOR, Unit # 1401
Chicago, Illinois

Name and Address of Mortgage Lender, write NONE if there are no mortgages***:

Wells Fargo

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please fully complete and either return it to the Management Drop Box, Fax to Advantage at 312.475.0922 or Email to ERuby@advantage-management.com, AS SOON AS POSSIBLE.

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110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 110 West Superior Condominium Association:

I approve the Amended and Restated Declaration.

I do not approve the Amended and Restated Declaration.

OWNER: Saleem Malik

Property Address: 110 W Superior Unit # 1402
Chicago, Illinois

Name and Address of Mortgage Lender, write NONE if there are no mortgages: MORGAN STANLEY

Loan Number: _____

*The information is required in order to notify all lenders of any amendments pursuant to the Association's Declaration.

Please photocopy and either return it to the Management Drop Box, Fax to Advantage at (773) 399-1100 or e-mail to Advantage@advantage-management.com, AS SOON AS POSSIBLE.

Property of Cook County Clerk's Office

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110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 110 West Superior Condominium Association:

- I approve the Amended and Restated Declaration.
- I do not approve the Amended and Restated Declaration.

OWNER:

ANNIE WALTER

Property Address: 110 W. SUPERIOR ST, Unit # 1407
Chicago, Illinois

Name and Address of Mortgage Lender, write NONE if there are no mortgages***:

N/A

Loan Number: N/A

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please fully complete and either return it to the Management Drop Box, Fax to Advantage at 312.475.0922 or Email to ERuby@advantage-management.com, AS SOON AS POSSIBLE.

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110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 110 West Superior Condominium Association:

I approve the Amended and Restated Declaration.

I do not approve the Amended and Restated Declaration.

OWNER:

ANNA WALKER

Property Address: 110 W. SUPERIOR ST, Unit # 1404
Chicago, Illinois

Name and Address of Mortgage Lender, write NONE if there are no mortgages***:

N/A

Loan Number: N/A

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please fully complete and either return it to the Management Drop Box, Fax to Advantage at 312.475.0922 or Email to ERuby@advantage-management.com, AS SOON AS POSSIBLE.

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110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 110 West Superior Condominium Association:

- I approve the Amended and Restated Declaration.
- I do not approve the Amended and Restated Declaration.

OWNER:

Russ P. Nockels

Property Address: 110 West Superior, Unit # 1502
Chicago, Illinois

Name and Address of Mortgage Lender, write NONE if there are no mortgages***:

Talmer Home Bank and Trust

PO Box 0054

Palatine IL 600055-0054

Loan Number: 1433178090

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please fully complete and either return it to the Management Drop Box, Fax to Advantage at 312.475.0922 or Email to ERuby@advantage-management.com, AS SOON AS POSSIBLE.

UNOFFICIAL COPY

110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 110 West Superior Condominium Association:

- I approve the Amended and Restated Declaration.
- I do not approve the Amended and Restated Declaration.

OWNER:

Mayur & Jessica Shah

Property Address: 110 W. SUPERIOR ST ~~APT~~, Unit # 1503
Chicago, Illinois

Name and Address of Mortgage Lender, write NONE if there are no mortgages***:
Marquette Bank, Retail Lending & Operation Center
15959 108TH AVE., ORLAND PARK, IL 60467

Loan Number: 18251

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please fully complete and either return it to the Management Drop Box, Fax to Advantage at 312.475.0922 or Email to ERuby@advantage-management.com, AS SOON AS POSSIBLE.

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110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 110 West Superior Condominium Association:

- I approve the Amended and Restated Declaration.
- I do not approve the Amended and Restated Declaration.

OWNER:

Joe G. John

Property Address: *110 West Superior*, Unit # *1504*
Chicago, Illinois

Name and Address of Mortgage Lender, write NONE if there are no mortgages***:

Wells Fargo
P.O. Box 14411
Des Moines

Loan Number: *0339284317*

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110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 110 West Superior Condominium Association:

- I approve the Amended and Restated Declaration.
- I do not approve the Amended and Restated Declaration.

OWNER:

ZDDA LLC

Digitally signed by:

 7F0F25BEECDD0E2...

Property Address: 110 W. Superior, Unit # 1602
Chicago, Illinois

Name and Address of Mortgage Lender, write NONE if there are no mortgages***:

NONE

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please fully complete and either return it to the Management Drop Box, Fax to Advantage at 312.475.0922 or Email to ERuby@advantage-management.com, AS SOON AS POSSIBLE.

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110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 110 West Superior Condominium Association:

I approve the Amended and Restated Declaration.

I do not approve the Amended and Restated Declaration.

OWNER:

Ashley Fernandes

Property Address: 110 W. Superior St., Unit # 1604
Chicago, Illinois

Name and Address of Mortgage Lender, write NONE if there are no mortgages***:
NONE

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Signature: Ashley Fernandes
Ashley Fernandes (Dec 1, 2016)

Email: fernandesterence@gmail.com

Title: Owner

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110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 110 West Superior Condominium Association:

I approve the Amended and Restated Declaration.

I do not approve the Amended and Restated Declaration.

OWNER:

Michael Ungar

Property Address: 110 W Superior, Unit # 1701
Chicago, Illinois

Name and Address of Mortgage Lender, write NONE if there are no mortgages***:

NONE

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please fully complete and either return it to the Management Drop Box, Fax to Advantage at 312.475.0922 or Email to ERuby@advantage-management.com, AS SOON AS POSSIBLE.

UNOFFICIAL COPY

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110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 110 West Superior Condominium Association:

- I approve the Amended and Restated Declaration.
- I do not approve the Amended and Restated Declaration.

OWNER:

JEFFREY KRATZ LAURA KRATZ

Property Address: 110 W. SUPERIOR ST., Unit # 1702
Chicago, Illinois

Name and Address of Mortgage Lender, write NONE if there are no mortgages***:

FIFTH THIRD MORTGAGE COMPANY
5001 KINGSLEY DRIVE
CINCINNATI, OH 45227

Loan Number: 420830440

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please fully complete and either return it to the Management Drop Box, Fax to Advantage at 312.475.0922 or Email to ERuby@advantage-management.com, AS SOON AS POSSIBLE.

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110 WEST SUPERIOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 110 West Superior Condominium Association:

- I approve the Amended and Restated Declaration.
- I do not approve the Amended and Restated Declaration.

OWNER:

JIM & HOWARD WAX

110 W. SUPERIOR 1703

Property Address: _____, Unit # _____
Chicago, Illinois

Name and Address of Mortgage Lender, write NONE if there are no mortgages***:

CHASE BANK

Loan Number: XXX 2032

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please fully complete and either return it to the Management Drop Box, Fax to Advantage at 312.475.0922 or Email to ERuby@advantage-management.com, AS SOON AS POSSIBLE.