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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR SHAKESPEARE COURT CONDOMINIUM ASSOCIATION II

This Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Shakespeare Court Condominium Association II (sometimes herein referred to as the "Amended and Restated Declaration" or the "Declaration") is made and entered into this 9th day of February, 2017, by Shakespeare Court Condominium Association II, an Illinois not-for-profit corporation (the "Association").

WITNESSETH:

WHEREAS, Shakespeare Court Condominium Association II, located in the City of Chicago, Cook County, Illinois, is administered by the Association through its Board of Managers (the "Board"); and

WHEREAS, portions of the property legally described in Exhibit "A" (the "Property"), attached hereto and made a part hereof by reference, were originally submitted to the provisions of the Illinois Condominium Property Act (the "Act") pursuant to that certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Shakespeare Court Condominium Association II (which Declaration includes the "By-Laws for Shakespeare Court Condominium Association II" included as Articles 5, 6 and 7 thereto), (the "Original Declaration"); and

**THIS DOCUMENT PREPARED BY
AND UPON RECORDING, MAIL TO:**

Stuart A. Fullett
Lindsey P. Pitsenbarger
Fullett Rosenlund Anderson PC
430-440 Telser Road
Lake Zurich, IL 60047



Doc# 1707429005 Fee \$156.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/15/2017 09:57 AM PG: 1 OF 60

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WHEREAS, the Original Declaration was Recorded in the office of the Recorder of Deeds of Cook County, Illinois, on October 9, 2003, as Document Number 0328219122, thereby creating the Shakespeare Court Condominium Association II; and

WHEREAS, pursuant to Subsection 27(b) of the Act, a condominium declaration may be amended to conform to the provisions of the Act, any other applicable statute, or to the declaration, by the recording of an instrument in writing setting forth such amendment approved by a vote of two-thirds (2/3) of the members of the condominium board at a meeting called for such purpose, provided, however, that the unit owners with twenty percent (20%) of the votes of the association are allowed to petition within thirty (30) days of the board action approving the amendment for a meeting of the unit owners for the purpose of considering such board action, and, unless a majority of the votes of the unit owners are cast at such meeting to reject the action, the action shall be ratified whether or not a quorum is present.

WHEREAS, this Amended and Restated Declaration has been approved by the Board as required, and either no petition was submitted by the Unit Owners for a meeting to consider the Board action approving this Amended and Restated Declaration or such action was ratified.

NOW, THEREFORE, the Original Declaration is hereby amended and restated to be collectively read, in its entirety, as follows.

1. **Definitions.** Certain words and terms used in this Amended and Restated Declaration are defined as follows:

- a. **Acceptable Technological Means** - The use of electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail and generally available technology that, by Rules and Regulations of the Association, is deemed to provide reasonable security, reliability, identification and verifiability.
- b. **Act** - The Condominium Property Act of the State of Illinois, as amended from time to time.
- c. **Amended and Restated Declaration** - This instrument and all exhibits attached hereto (also sometimes herein referred to as the "Declaration").
- d. **Annual Budget** - The budget of Common Expenses adopted by the Board on an annual basis.
- e. **Association** - Shakespeare Court Condominium Association II, an Illinois not-for-profit corporation.
- f. **Board** - The Board of Managers of the Association as constituted at any time and from time to time.

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- g. Building** - The Building constructed on the Parcel that contains the Units.
- h. By-Laws** - The By-Laws of the Association, which are incorporated herein and attached hereto as Exhibit "B."
- i. City** - The City of Chicago, a municipal corporation, its successors and assigns.
- j. Common Elements** - All portions of the Property except the Units, including the Limited Common Elements, and, without limiting the generality of the foregoing, the Parcel, entrances and exits, Parking Area, outdoor walkways, landscaping, mailboxes, if any, roof, foundation, structural parts of the Building and pipes, ducts, vents, flues, chutes, conduits, electrical wiring and other utility installations (except pipes, ducts, vents, flues, chutes, conduits, wiring and utility installations situated entirely within a Unit and serving only such Unit). Structural columns or elements located within the boundaries of a Unit and necessary for the structural integrity of the Building shall be part of the Common Elements.
- k. Common Expenses** - The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.
- l. Condominium Instruments** - All documents and authorized amendments thereto Recorded pursuant to the provisions of the Act, including this Amended and Restated Declaration, the By-Laws and the Plat.
- m. Delivered** - For the purpose of determining whether any Association notice or other communication to a Unit Owner has been delivered, and when such communication is deemed effective, the term "Delivered" shall mean the following:
- (i)** When the communication is deposited in the United States mail, addressed to the Unit Owner at the Unit Owner's address as it appears in the records of the Association, with sufficient first-class postage prepaid thereon;
 - (ii)** Upon hand delivery of the communication to the Unit Owner or to the front-door area adjacent to a Unit Owner's Unit (or to such other designated address on file with the Association); or
 - (iii)** Upon transmittal of the communication by Electronic Transmission to the e-mail address, facsimile number or other contact information appearing in the records of the Association and authorized by the Unit Owner.

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- n. **Electronic Transmission** - Any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.
- o. **Limited Common Elements** - A portion or portions of the Common Elements which are designated by this Amended and Restated Declaration or the Plat as being a Limited Common Element appurtenant to and for the exclusive use of Unit Owners of one (1) or more, but less than all, of the Units, including, but not limited to, balconies, patios, fences and yards, hallways and stairways outside of a Unit serving a single Unit, subject to a right of emergency egress by adjacent Units where a secondary door is installed for fire purposes only, interior surfaces of perimeter walls, ceilings and floors which define the boundary planes of a Unit, perimeter doors and windows which exclusively serve a single Unit, heating and air conditioning systems individually serving any Unit, and any system or component part thereof which serves a Unit exclusively to the extent that such system or component part is located outside the boundaries of the Unit.
- p. **Majority or Majority of Unit Owners** - The Unit Owners of more than fifty percent (50%) of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage of the entire undivided ownership of the Common Elements. "Majority" or "majority of the members of the Board of Managers" means more than fifty percent (50%) of the total number of Persons constituting such Board pursuant to the By-Laws. Any specified percentage of the members of the Board of Managers means that percentage of the total number of Persons constituting such Board pursuant to the By-Laws.
- q. **Occupant** - A Person or Persons, other than a Unit Owner, in possession of one (1) or more Units.
- r. **Parcel** - The lot or lots or tract or tracts of land, described on Exhibit "A" hereto, all having been submitted to the provisions of the Act.
- s. **Parking Area** - Portions of the Property, except Unit Parking Spaces, designated for the parking of automobiles as hereinafter provided.
- t. **Parking Spaces** - Portion of the Property located within the Parking Area intended for the parking of a single automobile as hereinafter provided and designated as a Limited Common Element.
- u. **Person** - A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

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- v. Plat** - The Plats of survey, as amended from time to time, of the Parcel and of all Units on the Property submitted to the provisions of the Act depicting the horizontal and vertical delineation of all such Units and such other data as may be required by the Act, said Plat being attached as an exhibit to the Original Declaration and Recorded simultaneously with the Recording of the Original Declaration, all as amended from time to time.
- w. Property** - All land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the Building, all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, all having been or hereby submitted to the provisions of the Act.
- x. Record; Recordation; Recording; Recorded** - To Record or have Recorded in the office of the Recorder of Deeds of Cook County, Illinois.
- y. Reserves** - Those sums paid by Unit Owners which are separately maintained by the Board for purposes specified by the Board or the Condominium Instruments.
- z. Rules and Regulations** - The Rules and Regulations of the Association, as amended and/or restated from time to time.
- aa. Unit** - A part of the Property within the Building, including the Unit Parking Space, designed and intended for independent use as a residence or such other uses as permitted by this Amended and Restated Declaration.
- bb. Unit Parking Space** - A fully enclosed garage parking space located within the Building and designated for use by the Unit Owner or Occupant of a single Unit within the same Building. The term "Unit" as used herein shall be deemed to include the Unit Parking Space designated for use by the Unit Owner or Occupant of such Unit.
- cc. Unit Owner** - The Person or Persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit and its appurtenant undivided ownership interest in the Common Elements.
- dd. Unit Ownership** - A part of the Property consisting of one (1) Unit and its undivided interest in the Common Elements appurtenant to the Unit.
- ee. Written** - Any actions required by this Amended and Restated Declaration and/or the By-Laws required to be "written," to be "in writing," to have "written consent," to have "written approval" and the like shall include, without limitation, any communication transmitted by Electronic Transmission or any other Acceptable Technological Means.

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2. **Submission of Property to the Act.** The Property is and remains submitted to and subject to the provisions of the Act, as amended from time to time.

3. **Units: Description and Ownership.** All Units are delineated on the Plat attached to and made part of the respective Original Declaration, as amended from time to time, which by this reference is incorporated and made a part hereof. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Said Units are legally described on Exhibit "A" attached hereto. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof as shown on the Plat, plus any pipes, ducts, vents, flues, chutes, conduits, wiring, utility systems and equipment and portions of walls, floors and ceilings situated entirely within a Unit and serving only such Unit (excluding all structural components of the Building). Except as provided in Section 31 of the Act, no Unit Owner shall, by deed, plat or otherwise, combine or subdivide or in any other manner cause a Unit to be separated into any tracts or parcels different from the entire Unit as shown on the Plat.

4. **Ownership of the Common Elements.** Each Unit Owner shall own and be entitled to an undivided interest in the Common Elements as a tenant in common with all other Unit Owners in the percentage allocated to his or her respective Unit, as set forth in the schedule attached hereto as Exhibit "A" and by this reference made a part hereof. Such percentages are based on the developer's initial determination of relative values of the Units and, except as otherwise provided by the Act, shall remain constant unless hereafter changed by a Recorded amendment to this Amended and Restated Declaration consented to in writing by all of the Unit Owners.

5. **No Partition of the Common Elements.** Except as otherwise provided by the Act, there shall be no partition of the Common Elements through judicial proceedings or otherwise until this Amended and Restated Declaration is terminated and the Property is withdrawn from its terms or from the Act, provided, however, that if any Unit shall be owned by two (2) or more co-Owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership as between such co-Owners.

6. **Use of the Common Elements.** Except for (a) portions of the Common Elements that have been assigned to the Unit Owners by the Board pursuant to the provisions of the Condominium Instruments and/or applicable law; (b) the Limited Common Elements; and (c) portions of the Parking Area assigned pursuant to the provisions of the Condominium Instruments, each Unit Owner and Occupant and their respective guests, licensees and invitees shall have the right to use the Common Elements for ingress, egress, all other purposes incidental to the use and occupancy of his or her Unit and such other incidental uses permitted by the Condominium Instruments, the Rules and Regulations and the resolutions of the Association, which rights shall be appurtenant to and pass with title to each Unit and run with the land. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving only his or her Unit. The right to the exclusive use and possession of the Limited Common Elements as

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aforesaid shall be appurtenant and pass with title to and run with the Unit of such Unit Owner. The use of the Common Elements, including the Limited Common Elements, and the rights of the Unit Owners with respect thereto, shall be subject to and governed by the Act, other applicable law, the Condominium Instruments, the Rules and Regulations and any resolutions adopted from time to time by the Board.

7. Leases, Licenses and Concessions. The Board shall have the authority to grant, renew, amend and terminate leases, licenses, concessions and other agreements with respect to any portions of the Common Elements other than the Limited Common Elements and portions of the Parking Area assigned pursuant to the provisions of the Condominium Instruments. All income derived by the Association from such leases, licenses, concessions or other agreements shall be held and used for the benefit of the Unit Owners pursuant to the Condominium Instruments and applicable law. Each Person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Unit, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, renew, amend and terminate any leases, licenses, concessions and other agreements provided for in the Condominium Instruments.

8. User Charges. The Board shall have the authority to impose user charges in connection with the use of the Common Elements and/or for the disproportionate use of services provided by the Association (including, without limitation, reimbursement to the Association for a Unit's use of utility services reasonably deemed excessive by the Association in the Board's discretion). All income derived by the Association from such user charges shall be held and used for the benefit of the Unit Owners pursuant to the Condominium Instruments and applicable law. All such user charges shall be the personal obligation of the Unit Owner, constitute a continuing lien on the Unit Owner's Unit and be collectable in the same manner as any unpaid regular or special (separate) assessments or other Common Expenses.

9. Parking Area. The Parking Area constitutes a portion of the Common Elements and includes all exterior Parking Spaces. The Association may allocate Parking Spaces and/or otherwise administer and operate the Parking Area in such manner and subject to such Rules and Regulations as may be prescribed by the Board, subject to an easement for ingress and egress for pedestrian access over and across any portion of such Parking Spaces as may be reasonably necessary to utilize any trash chute facilities. Unit Owners may sell or lease the Parking Space assigned to their Unit, provided that the Parking Space may only be sold or leased to Unit Owners and Occupants of the Association. To the extent to which the original developer of the Property or other authorized party duly assigned and/or granted to initial Unit Owners the exclusive rights to use of one (1) designated exterior Parking Space, such assignments and/or grants shall be deemed to be appurtenant to and pass with title to the Units to which appurtenant, regardless of whether expressly mentioned in deeds of conveyance or other instruments conveying title to the Units.

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10. Transfer of Limited Common Elements. The use of the Limited Common Elements may be transferred between Unit Owners at their expense, provided, however, that each such transfer shall be made by an amendment to this Amended and Restated Declaration executed by all Unit Owners who are parties to the transfer and consented to by all other Unit Owners who have any right to use the Limited Common Elements affected. The amendment shall contain a certificate showing that a copy of the amendment has been delivered to the Board and shall contain a statement from the parties involved in the transfer which sets forth any changes in the parties' percentages of ownership in the Common Elements. If the parties cannot agree upon a reapportionment of their respective shares, the Board shall decide upon such reapportionment. No transfer shall become effective until the amendment has been Recorded. Rights and obligations with respect to any Limited Common Element shall not be affected nor shall any transfer of it be effective unless the transaction complies with the requirements of this Paragraph and the Act. The Association may, in the Board's sole discretion, charge a reasonable fee for processing any such transaction and/or recover from the Unit Owners who are parties to the transaction any and all attorneys' fees and related legal expenses (including, without limitation, title company charges and/or Recording fees) incurred in connection with the transaction. Such transaction fees shall be divided equally between the Unit Owners involved in such transfer, shall be the personal obligations of the Unit Owners, constitute continuing liens on the Unit Owner's Units and be collectable in the same manner as an / unpaid regular or special (separate) assessments or other Common Expenses.

11. Easements.

a. Encroachments. If any part of the Common Elements encroaches or shall hereafter encroach on any part of any Unit, or if any part of any Unit encroaches or shall hereafter encroach on any part of the Common Elements, or if any portion of any Unit encroaches on any part of any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of a Building, valid mutual easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of (a) the Unit Owner of the Unit so encroaching; or (b) all the Unit Owners with respect to the Common Elements so encroaching, as long as all or any part of the Building containing such Unit or Common Elements so encroaching shall remain standing, provided, however, that a valid easement for an encroachment shall in no event be created in favor of the Unit Owner of any Unit if such encroachment occurred due to the intentional, willful or negligent conduct of such Unit Owner, his or her Occupants and/or either of their tenants, guests, invitees, licensees, family members, contractors or agents, or if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by any other Unit Owner.

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b. Utility Easements. Easements are hereby declared and granted to all public utilities serving the Property for utility purposes, including the right to install, lay, operate, maintain, inspect, repair and replace water mains and pipes, sanitary and storm sewer lines, gas mains, telephone wires and equipment, electrical, cable television, Internet, other commercial entertainment or telecommunications conduits, cables, wires, transformers, and other equipment over, under, along and on any part of the Common Elements as and to the extent such easements existed as of the effective date of this Amended and Restated Declaration. Easements are also hereby declared and granted to all public utilities serving the Property to install, lay, operate, maintain, inspect, repair and replace any pipes, wires, ducts, conduits, utility lines, commercial entertainment lines, components of telecommunications systems or components of the Buildings' electronic systems or structural components which may run through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries. The Property is subject to any easements set forth on the Plat. The Board may hereafter grant, renew, amend or terminate existing or additional easements for utility or commercial entertainment purposes or for other purposes it deems to be in the best interests of the Association and to be for the benefit of the Property over, under, along and on any portion of the Common Elements. Each Person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Unit, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to execute, acknowledge and Record, for and in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing.

c. Easement for Public Authorities. The duly designated officials and employees of governmental entities having jurisdiction over the Property shall have an easement to enter upon the Common Elements for the purpose of providing police and fire protection and ambulance and rescue services. Such right shall include a right of vehicular entry and access through and across all driveways and parking areas which are part of the Common Elements.

d. Street and Utilities Dedication. Upon the affirmative vote of two-thirds (2/3) of the Unit Owners at a meeting called for such purpose, portions of the Common Elements may be dedicated to a public body for use as, or in connection with, a street or utility. Where such a dedication is made, nothing in the Act or any other law shall be construed to require that the real property taxes of every Unit must be paid prior to Recordation of the instruments effectuating the dedication. Notwithstanding the foregoing, nothing contained in this Amended and Restated Declaration shall be deemed to constitute a dedication, express or implied, of any part of the Property which has not heretofore been dedicated to or for any public use or purpose whatsoever.

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e. **Cable Television/Internet Easement.** Upon approval by the Board, an easement for the installation, laying, operation, maintenance, inspection, repair and replacement of cable television or high-speed Internet cable may be granted, renewed, amended or terminated. The grant of such easement shall be according to the terms and conditions of local ordinances providing for cable television and/or high-speed Internet.

f. **Water Damage/Erosion Protection Easement.** Upon approval by the Board, an easement to a governmental body for construction, maintenance or repair of a project for protection against water damage or erosion may be granted, renewed, amended or terminated.

g. **Repair Easement.** The right of the Unit Owners to use and possess the Common Elements shall be subject to a blanket easement over the Common Elements in favor of the Association and its representatives, agents, associates, employees, contractors, subcontractors, invitees, licensees, tenants, successors, and assigns for the purposes of (i) access, ingress to and egress from the Property or any part thereof; and (ii) construction, installation, maintenance, inspection, repair, restoration and replacement of utilities and any other portion of the improvements thereon, including the right to restrict and regulate access to the Common Elements for the purposes of completing such work.

h. **Blanket Easement.** A blanket easement over the Property is hereby granted in favor of the Association for the purpose of exercising its rights and performing its duties under the Act, this Amended and Restated Declaration, the By-Laws, the Articles of Incorporation, the Rules and Regulations and resolutions of the Association. The authorized representatives of the Association or the Board, or the manager or managing agent for the Property, and any suppliers of utilities (including, without limitation, water, sanitary and storm sewers, gas, electricity, telephone, cable television, Internet, commercial entertainment or telecommunications services) to the Property, shall be entitled to reasonable access to, over and through the individual Units as may be required in connection with the operation, maintenance, inspection, repair or replacement of the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements or to service or take readings of any utility installations or meters located within a Unit. No Unit Owner may take any action that would interfere with the ability of the Association to operate, administer, maintain, inspect, repair or replace the Common Elements as provided herein.

12. Association.

a. The Association shall be the governing body for all of the Unit Owners and for the administration and operation of the Property as provided in the Act, this Amended and Restated Declaration, the Articles of Incorporation, the By-Laws, the Rules and Regulations and the resolutions of the Association. The affairs of the Association shall be managed by the Board, which shall act as the Board of Managers of the Association. All agreements and

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determinations lawfully made by the Association shall be deemed to be binding on all Unit Owners and their respective successors and assigns.

b. Whether or not the Association is incorporated,

(i) Each Unit Owner shall be a member of such Association, which membership shall terminate on 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;

(ii) The provisions of Exhibit "B" to this Amended and Restated Declaration shall be adopted as the By-Laws of the Association; and

(iii) The name of the Association shall be "Shakespeare Court Condominium Association II" or a similar name.

13. Assessments. Each Unit Owner shall pay assessments reflecting his or her proportionate share of the Common Expenses. Such proportionate share of the Common Expenses for each Unit Owner shall be in the same ratio as his or her percentage of ownership in the Common Elements. Payment of assessments shall be in such amounts and at such times as determined and in the manner provided in the By-Laws and any Rules and Regulations and/or resolutions adopted by the Board. A late fee in the amount of \$50.00 shall be imposed each month on unpaid balances, provided, however, that the amount and application of late fees may be changed from time to time by the Board. If any Unit Owner shall fail or refuse to pay such assessments, the amount of any unpaid fine or other charges when due, the amount unpaid, together with any late fees, title company charges, management company charges, Recording fees, court costs, collection costs and attorneys' fees for services incurred prior or subsequent to the institution of any court action (and regardless of whether litigation is initiated by any party) (including, without limitation, fees incurred by the Association in an effort to protect its interests and/or to monitor the progress of a mortgage foreclosure case, real estate tax sale and/or other legal proceeding relating to a Unit or Unit Owner) shall be added to and deemed a part of the Unit Owner's respective share of the Common Expenses and constitute a lien on the interest of such Unit Owner in the Property. Said lien shall take effect and be in force when and as provided in the Act. Without limiting the foregoing, fees charged by the Association's property manager or managing agent pertaining to the collection of a Unit Owner's financial obligations to the Association (including, without limitation, collection account "turnover fees," court appearance fees and eviction fees) shall be added to and deemed a part of the Unit Owner's respective share of the Common Expenses, be the personal obligation of the Unit Owner, constitute a continuing lien on the Unit Owner's Unit and be collectable in the same manner as any unpaid regular or special (separate) assessments or other Common Expenses.

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14. **Separate Mortgages.** Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance or other lien on his or her respective Unit. No Unit Owner shall have the right or authority to make or create, or to cause to be made or created, any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of his or her Unit Ownership.

15. **Real Estate Taxes.** Real estate taxes, special assessments, and any other taxes or charges of the State of Illinois or any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed against and levied upon any real property, shall 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 but are taxed to the Property as a whole, then each Unit Owner shall pay his or her proportionate share thereof in accordance with his or her respective percentage of ownership in the Common Elements. Upon authorization by a two-thirds (2/3) vote of the members of the Board or by the affirmative vote of not less than a Majority of the total number of 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 such taxes, special assessments or charges upon the Units, and to charge and collect all expenses incurred in connection therewith as Common Expenses.

16. **Condemnation.**

a. 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 before the taking or condemnation. Any proceeds or awards paid to the Association shall be applied first to the cost of any restoration, and any remaining portion of such proceeds shall be, in the sole discretion of the Board, either (i) applied to pay the Common Expenses; or (ii) distributed to the remaining Unit Owners based on their current percentages of ownership in the Common Elements. Each Unit Owner hereby appoints the Association as attorney-in-fact for the purpose of representing him or her in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or any part thereof.

b. In the event that part or all of one (1) 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 this Amended and Restated Declaration and the Act, and the court which has jurisdiction in the action shall adjust the percentages of interest in the Common Elements allocated to the remaining Units in a just and equitable manner and as provided under the Act. If the court fails to make such adjustment, such adjustment may be made by the Board. In such cases, the Association shall execute and Record an amendment to this Amended and Restated Declaration to reflect the removal of property and the

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adjustments, if any, in the percentages of ownership resulting from an occurrence covered by this Paragraph. The amendment shall be approved by the Board, executed by the President or other designated officer of the Association and attested to by the Secretary or other designated officer of the Association. The amendment shall be effective as of the effective date of the taking or condemnation. From and after the effective date of the amendment, the Unit Owner of a Unit which is removed in part or in whole from the provisions of this Amended and Restated Declaration shall only be liable for the payment of assessments based on the percentage of ownership, if any, allocated to the Unit in the amendment.

17. Maintenance, Repair and Replacement of Common Elements. Except as otherwise provided in the Condominium Instruments, the maintenance, repair, replacement and decorating of the Common Elements shall be furnished by the Board as part of the Common Expenses. However, with respect to a particular category or class of Limited Common Elements, the Association, in the Board's sole discretion, may (a) furnish such services but assess the costs thereof in whole or in part directly to the Unit Owners benefited thereby; or (b) require such Unit Owners to furnish such services to the Limited Common Elements serving their respective Units at their own cost and expense and to procure and deliver to the Association such lien waivers, contractors' and subcontractors' sworn statements and/or other documentation as may be required to protect the Property from all mechanics or materialmen's lien claims that may arise therefrom. Any expense involving the removal of any installations within a Unit to enable the Association to perform such services shall be the responsibility of the respective Unit Owner.

18. Maintenance, Repair and Replacement by Unit Owners.

a. Each Unit Owner shall furnish and be responsible, at his or her sole cost and expense, for any and all maintenance, inspection, repair, replacement, restoration, painting, staining, refinishing, decorating and cleaning within his or her Unit and the Limited Common Elements benefiting his or her Unit, including, without limitation, all window and window frames and screens, all doors, interior surfaces of walls, ceilings and floors, including, floor coverings, paneling, molding, trim, tile, wallpaper, paint, finished flooring, carpeting, draperies, window shades, other window coverings, all internal installations of such Unit, such as, furnaces, air conditioners, hot water heaters, humidifiers, sinks, bathtubs, toilets and other bathroom fixtures, cabinets, refrigerators, ranges, and other kitchen appliances, lighting fixtures, electrical and plumbing fixtures, any portion of any other utility service facilities situated entirely within a Unit and serving only such Unit, provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, gas and electricity to the Units shall be furnished by the Board as part of the Common Expenses. The costs of the operation, maintenance and repair of Parking Spaces shall be allocated to each Unit within the Building having a Parking Space appurtenant to their Unit Ownership. Each Unit Owner shall be obligated to maintain and keep his or her own Unit in good, clean order and repair and to conduct regular inspections of the Unit so as to maintain it in a first-class condition.

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- b. Unless otherwise determined by the Board, the interior surfaces of all windows forming part of a perimeter wall of a Unit and all portions of perimeter doors (including, without limitation, balcony and patio doors) forming part of a perimeter wall of a Unit shall be properly and diligently maintained, inspected, repaired, replaced, cleaned and washed by each respective Unit Owner at his or her sole cost and expense. Without limiting the foregoing, unless otherwise determined by the Board, each Unit Owner shall be individually responsible for the maintenance, repair and replacement of all door and window locks, hinges, yard gates and other hardware and similar items with respect to which each Unit Owner is entitled to the exclusive use thereof.
- c. Each Unit Owner shall be required to maintain and pay for such utility services as may be separately metered or billed to each Unit by the respective utility companies and as may be required to protect the integrity of the Common Elements and the other Units.
- d. If the act or omission of a Unit Owner or Occupant or guest, family member, invitee, licensee, contractor, visitor or pet of a Unit Owner or Occupant shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required that would otherwise be at Common Expense (regardless of whether such act or omission was intentional or negligent), 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 permitted by law, nothing herein shall be deemed to require the Association to submit to its insurance carrier claims for such damage and such maintenance, repairs and replacements. In the event the Board reasonably declines to submit such claims, the Board may, in its sole discretion, charge all costs associated with the claims to the responsible Unit Owner and, until paid by such Unit Owner, such costs shall be the personal obligation of the Unit Owner, constitute a continuing lien on the Unit Owner's Unit and be collectable in the same manner as any unpaid regular or special (separate) assessments or other Common Expenses.
- e. Whenever the Board shall determine, in its sole discretion, that any maintenance, repair or replacement of any Unit or Limited Common Elements appurtenant thereto is necessary to protect the Common Elements or any other Unit, the Board may direct such Unit Owner to perform the work and to pay the cost thereof or cause the work to be done and charge the cost thereof to such Unit Owner and, until paid by such Unit Owner, such cost shall be the personal obligation of the Unit Owner, constitute a continuing lien on the Unit Owner's Unit and be collectable in the same manner as any unpaid regular or special (separate) assessments or other Common Expenses. No Unit Owner shall have a claim against the Association or the Board for any work which is ordinarily the responsibility of the Association but which the Unit Owner himself or herself has performed or caused to be performed.

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f. A Unit Owner shall be strictly liable for any claim, damage or judgment entered as a result of the use or operation of his or her Unit, or caused by his or her own conduct, the conduct of the Unit Owner's Occupants or the conduct of a guest, family member, invitee, licensee, contractor, visitor or pet of a Unit Owner or Occupant. Costs incurred by the Association in connection with such strict liability shall be the personal obligation of the Unit Owner, constitute a continuing lien on the Unit Owner's Unit and be collectable in the same manner as any unpaid regular or special (separate) assessments or other Common Expenses.

19. Additions, Alterations or Improvements. Except as required by law or otherwise expressly provided in this Amended and Restated Declaration or the By-Laws, no additions, alterations or improvements shall be made by a Unit Owner to any part of the Common Elements (including the Limited Common Elements), and no additions, alterations or improvements shall be made by a Unit Owner to his Unit where such work alters the structure of the Unit or the structural integrity or systems of a Building or increases the cost of insurance required to be carried by the Board hereunder, without the prior written consent of the Board and then only in accordance with Rules and Regulations and/or resolutions adopted by the Board. Further, any addition, alteration or improvement of a Unit by the Unit Owner that shall affect the structure of the Unit or the Common Elements, the structural integrity of the Building or the exterior appearance of the Building, shall conform to all plans, specifications and/or other information which the Association, in the Board's sole discretion, may require the Unit Owner to submit. The Board may require that such plans, specifications and/or other information be prepared or reviewed and approved by an architectural firm, engineering firm or other professionals selected or approved by the Board. The costs of such plans, specifications and/or other documentation or review and approval thereof (including, without limitation, architects' fees, engineers' fees and/or legal fees) shall be paid by the Unit Owner. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by a Unit Owner on the Unit Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay to the Association from time to time the additional costs of maintenance and/or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by a Unit Owner without the prior written consent of the Board, then the Board may, in its sole discretion, take any of the following actions, which actions shall not be exclusive of the remedies generally available to the Board under the Condominium Instruments and applicable law:

a. Require the Unit Owner to remove the addition, alteration or improvement and restore the Property to its previously existing condition, all at the Unit Owner's sole cost and expense;

b. If the Unit Owner refuses or fails to properly perform the work required under clause (a) above, the Board may cause the work to be done and may charge the Unit Owner for the costs thereof as determined by the Board (with the costs constituting the personal obligation of the Unit Owner and continuing lien on the Unit Owner's Unit and

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being collectable in the same manner as any unpaid regular or special (separate) assessments or other Common Expenses; or

c. Ratify the action taken by the Unit Owner and the Board may (but shall not be obligated to) condition such ratification on the same conditions that it may impose on the giving of its prior consent under this Paragraph.

20. Adjoining Units. A Unit Owner owning two (2) or more Units shall have the right, subject to the provisions of this Amended and Restated Declaration and the Rules and Regulations and resolutions of the Association and on such conditions as shall reasonably be determined by the Board, to remove or otherwise alter any intervening partition, so long as the action does not weaken, impair or endanger any other Unit or any portion of the Common Elements. The Unit Owner shall notify the Board of the nature of the removal at least ten (10) days before the commencement of any such alteration.

21. Handicapped Access. Until determined by a legislative body, administrative agency or court of law having proper jurisdiction, the Common Elements shall not be subject to the public facility requirements of the Americans with Disabilities Act. To the extent required to conform to the Federal Fair Housing Amendment Act of 1988 and/or other applicable law, a Unit Owner may, at his or her sole cost and expense, make reasonable modifications to the Common Elements or the Limited Common Elements serving his or her Unit, subject to the following:

a. All modifications must be approved by the Board prior to the commencement of construction.

b. The Board may request that all requests for modifications be submitted in written form. However, the Association will give appropriate consideration to reasonable modification requests made orally.

c. In cases in which a Unit Owner's or Occupant's disability is not obvious or otherwise known to the Association or if the Unit Owner's or Occupant's need for a modification is not readily apparent or known, the Board may require that a Unit Owner or Occupant provide additional information specifying the general nature of the disability, describing the requested modification and/or describing how the requested modification is necessary to provide an equal opportunity for a Unit Owner or Occupant to use and enjoy the Property.

d. The Board may require that the Unit Owner provide copies of plans, specifications, drawings, certifications and/or other reasonable documentation describing and/or depicting the proposed modifications.

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- e. The Board may establish reasonable guidelines for construction of any proposed modification and may require that the Unit Owner provide reasonable assurances that the construction will be performed in a good and workmanlike manner.
- f. The Board may require the Unit Owner to obtain and furnish adequate proof of any required building permits, mechanics lien waivers and other documentation customarily furnished in connection with construction projects.
- g. All modifications shall be constructed by properly insured and licensed contractors (where such insurance and licenses would otherwise be required for the proposed modification), and the Board may require that the Unit Owner furnish adequate proof of such insurance and licenses.
- h. To the extent permitted by law and depending on the nature and location of the modification, the Board may require that, after completion, the modification will be maintained as necessary by the Unit Owner, at his or her sole cost and expense, in a safe and attractive condition.

22. Insurance.

a. The Board shall have the authority to and shall obtain insurance for the Association as follows:

(i) Property Insurance. The Association shall obtain and maintain property insurance:

(aa) On the Common Elements and the Units, including the Limited Common Elements and the bare walls, floors and ceilings of the Units;

(bb) Providing coverage for special form causes of loss; and

(cc) Providing coverage, at the time the insurance is purchased and at each renewal date, in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage sufficient to rebuild the insured property in compliance with building code requirements subsequent to an insured loss, including the following: Coverage B, demolition costs and Coverage C, increased cost of construction coverage. The combined total of Coverage B and Coverage C shall be no less than ten percent (10%) of each insured building value, or \$500,000.00, whichever is less.

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(ii) **General Liability Insurance.** The Association shall obtain and maintain 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 a greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the managing agent and their respective employees and agents and all persons acting as agents. The Unit Owners must be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.

(iii) **Fidelity Bond.**

(aa) The Association shall obtain and maintain a fidelity bond. The fidelity bond shall cover the Association's property manager, the management company with whom the property manager is employed during the term of the fidelity bond and all partners, officers and employees of the management company, as well as the Association Board members, officers and employees. The fidelity bond shall be in the full amount of funds in the custody or control of the Association and the management company, including, without limitation, the Association Reserve fund.

(bb) The insurance company issuing the fidelity bond may not cancel or refuse to renew the bond without giving not less than ten (10) days' prior written notice to the Association.

(cc) The Association shall secure and pay for the fidelity bond.

(iv) **Directors and Officers Coverage.** The Board shall obtain and maintain directors and officers liability coverage at a level deemed reasonable by the Board. Directors and officers liability coverage must extend to all contracts and other actions taken by the Board members in their official capacity as directors and officers, but this coverage shall exclude actions for which the Board members are not entitled to indemnification under the Illinois General Not For Profit Corporation Act of 1986, this Amended and Restated Declaration and the By-Laws. The coverage required by this Paragraph 22(a)(iv) shall include, but not be limited to, coverage of the following: defense of non-monetary actions; defense of breach of contract; and defense of decisions related to the placement or adequacy of insurance. The coverage required by this Paragraph 22(a)(iv) shall include as an insured the following parties: past, present and future Board members while acting in their capacity as members of the Board; the managing agent; and employees of the Board and the managing agent.

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(v) **Other Coverage.** The Association shall have the authority to obtain and maintain such other insurance including, without limitation, umbrella liability insurance in excess of the required general liability insurance in an amount deemed sufficient in the judgment of the Board, workers' compensation and employer's liability insurance in amounts deemed sufficient in the judgment of the Board and as necessary to comply with applicable law (including voluntary compensation to cover employees not covered under the Illinois statute for benefits), errors and omissions coverage for the Board members, employment practices coverage, flood insurance, environmental hazards coverage, plate glass and equipment breakdown coverage and medical payments coverage for members of the public (not Unit Owners) injured on the Property without regard to liability of the Board or the Association, as the Board considers necessary or appropriate to protect the Association or the Unit Owners, Board members, officers, employees and/or agents of the Association.

b. The insurance maintained pursuant to Paragraph 22(a)(i) herein must include the Units, the Limited Common Elements (except as otherwise determined by the Board) and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected. Common elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed by the developer of the Property. Common Elements exclude floor, wall and ceiling coverings. "Improvements and betterments" means all decorating, fixtures and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built-in cabinets installed by Unit Owners, or any other additions, alterations or upgrades installed or purchased by any Unit Owner.

c. The Board shall have the right to select substantial deductibles to the insurance coverages required or permitted under this Paragraph if the economic savings justify the additional risk and if permitted by law. The Board may, in the case of a claim for damage to a Unit or the Common Elements:

- (i) Pay the deductible amount as a Common Expense;
- (ii) After notice and an opportunity for a hearing, assess the deductible amount against the Unit Owner(s) who caused the damage or from whose Unit(s) the damage or cause of loss originated; or
- (iii) Require the Owner(s) of the Unit(s) affected to pay the deductible amount.

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d. Insurance policies maintained pursuant to Paragraph 22(a) and Paragraph 22(b) herein must include each of the following provisions:

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

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

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

e. If at the time of a loss under a policy maintained by the Association hereunder there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the Association's policy shall be the primary insurance.

f. Any loss covered by the property policy under Paragraph 22(a)(i) herein must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for Unit Owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings and floors of the Units, and then to any improvements and betterments the Association may insure. Unit Owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

g. Each Unit Owner shall be responsible for obtaining and maintaining physical damage insurance on the wall, floor and ceiling coverings, decorating, painting, furniture, appliances, furnishings and personal property in his or her Unit and elsewhere on the Property (including, without limitation, vehicles) and any improvements and betterments to his or her Unit, for his or her personal liability and for his or her additional living expense. The Board shall not be responsible for obtaining or maintaining any insurance for which Unit Owners are responsible hereunder.

h. All Unit Owners shall obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Unit Owner or his or her guests, residents or invitees or, regardless of any negligence originating from the Unit. The personal liability of a Unit Owner or Association member must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this Paragraph, as well as the decorating, painting, wall,

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floor and ceiling coverings, trim, appliances, equipment and other furnishings. If the Unit Owner does not purchase insurance required by the Board and provide copies of certificates of insurance and/or other documentation deemed sufficient by the Board in its sole discretion evidencing the required coverage, the Board may, after providing notice and an opportunity for a violation hearing, impose single or continuing fines against a Unit Owner who fails to purchase and/or produce evidence of such liability insurance deemed sufficient by the Board in its sole discretion.

i. Contractors and vendors (except public utilities) doing business with the Association under contracts exceeding \$10,000.00 per year must provide certificates of insurance naming the Association, the Board and the Association's managing agent as additional insured parties.

j. Any insurer defending a liability claim against the Association must notify the Association of the terms of the settlement no less than ten (10) days before settling the claim. The Association may not veto the settlement unless otherwise provided by contract or statute.

k. Each Unit Owner hereby waives and releases any and all claims which the Unit Owner may have against any other Unit Owner, the Association, its officers, members of the Board, the community management firm, community manager and/or managing agent of the Association, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

23. Sale of Units/Right of First Refusal. No right of first refusal on the transfer of Units exists in this Amended and Restated Declaration.

24. Association's Purchase or Sale of Unit. The Board shall not purchase or sell a Unit without the affirmative vote of the Unit Owners representing not less than seventy-five percent (75%) of the total vote of the Association at a meeting duly called for that purpose. The Board may bid to purchase at any sale of a Unit where such sale is held pursuant to an order or direction of a court upon the prior consent of the aforesaid Unit Owners where such consent sets forth a maximum price which the Board is authorized to bid and pay for such Unit. If the requisite consent is obtained, any Unit purchase or sale transaction shall be exercised by the Board solely for the use and benefit of all Unit Owners, including the minority of Unit Owners not consenting to the transaction.

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25. Leasing of Units.

a. Any Unit Owner shall have the right to lease all (but not less than all) of his or her Unit upon such terms and conditions as the Unit Owner may deem advisable, except that no Unit shall be leased for transient or hotel purposes such as where services normally furnished by a hotel (such as room service or maid service) are furnished or for a period of less than one (1) year. Any such lease shall be in writing and shall provide that the lease shall be subject to the terms of this Amended and Restated Declaration and that any failure of the lessee to comply with the terms of this Amended and Restated Declaration shall be a default under the lease. No portion of a Unit which is less than the entire Unit shall be leased. Occupancy of any Unit is subject to any local ordinances governing the number of Occupants in the Unit.

b. The Unit Owner shall deliver to the Board a true and correct copy of any such fully executed lease (including any renewal thereof), a \$50.00 administrative fee, as well as such other information as the Board may prescribe through Rules and Regulations and/or resolutions, not later than occupancy or ten (10) days after the lease is signed, whichever occurs first. Failure to deliver a copy of the lease as provided herein may, in the Board's sole discretion and without limitation, result in the revocation of the Unit Owner's right to lease his or her Unit. No leasing or allowing someone other than the Unit Owner to reside in his or her Unit shall relieve the Unit Owner from the obligations imposed upon him or her or his or her Unit pursuant to this Amended and Restated Declaration, the By-Laws, the Rules and Regulations and Board resolutions. A Unit Owner shall remain primarily liable for these obligations.

26. Use and Occupancy. No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit shall be used for residential purposes or such other uses permitted by the Condominium Instruments and for no other purposes and shall be used in strict compliance with all City ordinances and/or other governmental requirements related to the use and/or occupancy of property. Notwithstanding anything to the contrary contained in this Paragraph, Units owned by and/or in possession of the Association or its nominees may be used for any lawful purposes deemed appropriate by the Association in the Board's sole discretion. Vehicles parked in a Unit Parking Space shall be limited to operative, licensed, passenger motor vehicles, motorcycles and mopeds. Vehicles parked in violation may be towed at the expense of the vehicle owner.

27. Residential Use. Except as provided herein, each Unit shall be used only as a residence or for such other purposes permitted by the Condominium Instruments. No industry, business, trade, occupation or profession of any kind or similar activity which would generate traffic, noise, odors, refuse, advertising and/or other incidentals of operating a business which could disturb the other Unit Owners and Occupants, detract from the appearance and residential character of the Property, increase exposure to liability, increase insurance rates and/or lower property values shall be conducted, maintained or permitted on any part of the Property by any

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Unit Owner or Occupant. However, no Unit Owner or Occupant shall be precluded with respect to his or her Unit from (a) maintaining a personal professional library thereon; (b) keeping his or her personal business or professional records or accounts thereon; or (c) handling his or her business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of such restriction. In all instances, the decision of the Board as to whether particular business activities are prohibited shall be final. The foregoing covenants of this Paragraph shall not apply to the activities of the Association and its nominees, employees and agents.

28. Obstruction of Common Elements/Proscribed Activities.

a. There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Board, except as herein expressly provided. Nothing shall be altered or constructed in or removed from the Common Elements without the prior written consent of the Association. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials and articles of personal property. Notwithstanding the foregoing, outdoor grilling equipment and permissible lawn furniture may be placed or kept in any balcony or yard on the Property subject to the Rules and Regulations and resolutions of the Association.

b. No clothes, sheets, blankets, laundry of any kind or other similar articles shall be hung out on any part of the Common Elements except as permitted by Rules and Regulations adopted by the Board. The display of the American flag or a military flag (or both) shall be allowed on or within the Limited Common Elements or in the immediately adjacent exterior of the Building where the Unit of a Unit Owner is located, subject to the Rules and Regulations and resolutions of the Association and applicable state and federal law.

c. The foregoing covenants of this Paragraph shall not apply to the activities of the Association and its agents.

29. Signs. No sign of any kind or other form of solicitation or advertising or window display (including, without limitation, "For Sale" and "For Rent" signs) shall be permitted on the Property except at such location and in such form as may be prescribed by the Board. The Board may adopt Rules and Regulations and/or resolutions further regulating the placement of signs on the Property.

30. Antennas. No mast, satellite dish, antenna or other structure for transmitting or receiving messages or programs by radio or television shall be erected, permitted or maintained in or upon any part of the Common Elements of the Property without the prior written approval of the Board. Notwithstanding the foregoing, satellite dishes one (1) meter or less and antennas designed to receive local television broadcast signals may be erected and maintained on those portions of the Property under the exclusive use and control of a Unit Owner, subject to Rules and

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Regulations and/or resolutions adopted from time to time by the Board. Antennas must not extend beyond a Unit Owner's exclusive-use area or encroach upon any portion of the Common Elements or another Unit Owner's Unit or Limited Common Elements without the prior written approval of the Board. Antennas may also be installed on the roof subject to any Rules and Regulations and resolutions of the Association and applicable federal and state laws.

31. Animals. No animals shall be kept, raised or bred on or brought to the Property for commercial purposes, except that no more than two (2) dogs or cats and small birds, fish and other pets commonly kept as household pets may be kept in the Units. The Board may, from time to time, adopt Rules and Regulations and/or resolutions governing the conduct of pets, which Rules and Regulations may limit the number of household pets that may be kept in Units. Any pet deemed by the Board, in its sole discretion, as causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property, and the Board's decision shall be final.

32. Disposal of Trash. Unit Owners and Occupants shall dispose of trash, garbage and other waste in such areas and such receptacles as shall be designated by the Board. Trash containers may be placed in designated trash receptacles on the day of the scheduled trash pickup and at all other times trash containers shall be stored out of view from neighboring property. Unit Owners are responsible for the cost of purchasing, repairing and replacing trash containers.

33. Use Affecting Insurance. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements that will result in the cancellation of any insurance maintained by the Association or that would be in violation of any law. No waste shall be committed in the Common Elements.

34. Structural Impairment. Except as otherwise provided in the Condominium Instruments or permitted by applicable law, nothing shall be done in any Unit or in, on or to the Common Elements that would impair the structural integrity, safety or soundness of the Buildings or that would structurally change the Buildings. No Unit Owner or Occupant shall overload the plumbing, electric, or other mechanical or utility systems in the Building. No Unit Owner shall overload the floors of any Unit. Waterbeds and any other furnishings which may cause floor overloads shall be placed, kept or used in any Unit only in accordance with the prior written consent of the Board and subject to any Rules and Regulations or other conditions imposed by the Board.

35. Nuisances. No noxious or offensive activity shall be carried on in any Unit or on any other portion of the Property, and nothing shall be done on the Property, either willfully or negligently, which shall in the sole judgment of the Board cause unreasonable annoyance or nuisance to other Unit Owners or Occupants. Without limiting the foregoing, no Unit Owner or Occupant shall operate any machines, appliances, accessories or equipment in such manner as to

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cause, in the judgment of the Board, an unreasonable disturbance to others.

36. Remedies for Breach or Violation. In the event of any violation by any Unit Owner (either by his or her own conduct or by the conduct of any Occupant or tenant, guest, licensee, invitee, family member, contractor or pet of a Unit Owner or Occupant) of the provisions of the Act, this Amended and Restated Declaration, the By-Laws, the Rules and Regulations and/or resolutions of the Association, the Association, or its successors or assigns, or the Board, or the Association's agents, shall have each and all of the rights and remedies which may be provided for in the Act, this Amended and Restated Declaration, the Bylaws and the Rules and Regulations and resolutions or which may be otherwise available by law, or any combination thereof, including, without limitation, the following:

a. **Self-Help.** The power to enter the Unit or any portion of the Property on which, or as to which, such violation exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, personal property or condition that may exist thereon contrary to the intent and meaning of the provisions hereof. In such event, neither the Association, nor the Board members, officers, employees or agents thereof, shall thereby be deemed guilty in any manner of trespass or liable for damages, provided, however, that where the violation involves an improvement located within the boundaries of a Unit, judicial proceedings shall be instituted before such improvement may be altered or demolished.

b. **Involuntary Sale.** The power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use and control his or her Unit, and thereupon an action may be filed by the Association against said defaulting Unit Owner for a decree declaring the termination of said defaulting Unit Owner's right to occupy, use or control the Unit owned by him or her on account of said violation and ordering that all the right, title and interest of said defaulting Unit Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and other terms as the court shall determine equitable. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, attorneys' fees and all other expenses of the proceedings and sale, and all such items shall be taxed to such defaulting Unit Owner in the decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or other Common Expenses due hereunder or any liens, shall be paid to the defaulting Unit Owner. Upon the confirmation of such sale, the purchaser of the Unit thereupon shall 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 purpose of acquiring such possession. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the Unit so purchased subject to the Condominium Instruments, as amended from time to time.

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- c. **Fines.** The power to levy a single or continuing fine (including, without limitation, daily fines). The Association shall not impose a fine unless (i) it has first provided to the Unit Owner alleged to have violated any provision of the Act, this Amended and Restated Declaration, the By-Laws, the Rules and Regulations or resolutions of the Association, notice and an opportunity for a violation hearing before the Board or a duly authorized commission; and (ii) the Board shall have determined such allegations to be true.
- d. **Eviction.** The right 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 prescribed by the forcible entry and detainer provisions of the Illinois Code of Civil Procedure, as amended from time to time.
- e. **Other Remedies.** The right to prosecute any action or other proceedings, either at law or in equity, against such defaulting Unit Owner and others for enforcement or foreclosure of the Association's lien, the appointment of a receiver for the Unit, money damages, injunction, specific performance, and any other relief.
- f. **Costs and Expenses.** Any and all costs and expenses incurred by the Association in connection with or attributable to a violation and/or the exercise of its authority as granted in this Paragraph, including, but not limited to, court costs, Recording fees, attorneys' fees, title company charges, management company charges, and other costs of labor and materials, together with interest at the rate of eighteen percent (18%) per annum, shall be paid by the Unit Owner in violation and/or to whom the act or omission giving rise to enforcement is attributable and, until paid by such Unit Owner, shall be the personal obligation of the Unit Owner, constitute a continuing lien on the Unit Owner's Unit and be collectable in the same manner as any unpaid regular or special (separate) assessments or other Common Expenses.
- g. **Cumulative Remedies.** Any and all rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board. No terms, obligations, covenants, conditions, restrictions, liens, charges or provisions imposed hereby or contained herein shall be deemed abrogated, abandoned or waived by any failure to enforce or delay in enforcing them, no matter how many violations or breaches may occur and regardless of any delays in enforcement.
- h. **Enforcement by Unit Owners.** Enforcement of the provisions contained in this Amended and Restated Declaration and the Rules and Regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Unit Owner against any Person or Persons either to restrain such violation or to recover damages.

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37. Rights and Obligations of Mortgagees.

a. **Approval of All Mortgagees.** The prior written approval of all holders of first mortgages on the Units is required for the following:

- (i) By act or omission, seek to abandon or terminate the condominium regime;
- (ii) Any amendment which would change the percentage interests of the Unit Owners (except as may be authorized by Section 26 or Section 31 of the Act) or materially changes the pro rata interest or obligations of any Unit Owner for purposes of levying assessments or charges; or
- (iii) The use of hazard insurance proceeds for losses to any Property, whether to Units or to the 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.

Upon written request to the Association, the holder of any duly recorded mortgage or trust deed against any Unit shall be given a copy of any and all notices permitted or required by the Condominium Instruments to be given to the Unit Owner whose Unit is subject to such mortgage or trust deed.

b. **Approval of Majority of Mortgagees.** In addition to any requirements or prerequisites provided for elsewhere in this Amended and Restated Declaration, unless the holders of first mortgages 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:

- (i) Adoption of an amendment to this Amended and Restated Declaration which (aa) changes any rights specifically granted 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 or changes the provisions concerning the leasing of Units; or (dd) changes any provision regarding capital Reserves;
- (ii) The 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);

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(iii) Sale of the Property;

(iv) The removal of a portion of the Property from the provisions of the Act and this Amended and Restated Declaration, except for removal provided by law in the case of destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(v) The effectuation of a decision by the Association to terminate professional management and assume self-management of the Property;

(vi) Whenever required, the consent of a first mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary by the first mortgagee within thirty (30) days after making the request for consent, provided the notice was delivered by certified or registered mail, return receipt requested.

c. **Additional Mortgagee Rights.** Any holder of a first mortgage on a Unit will, upon written request, be entitled to (a) inspect the books and records relating to the Property during normal business hours, upon reasonable notice; (b) receive a copy of the annual financial statement of the Association which is prepared for the Association and distributed to the Unit Owners within one hundred and twenty (120) days at the end of the respective fiscal year; (c) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; (d) notice of any default in any Unit Owner's obligation hereunder not cured within thirty (30) days after notice of default has been sent to the Unit Owner by the Association; (e) notice of any material amendment to this Amended and Restated Declaration or the Articles of Incorporation; (f) notice of any lapse, cancellation or modification of any insurance policy or fidelity bond maintained by the Association; (g) notice of any action which requires the consent of a specified percentage of first mortgagees and (h) notice of substantial damage to or destruction of any Unit (in excess of \$1,000.00) or any part of the Common Elements (in excess of \$10,000.00). However, failure of the Association to provide any of the foregoing to a mortgagee who has requested same shall not affect the validity of any action or decision which is related to the foregoing.

d. **Notice to Mortgagees.** Upon written request to the Association, the holder of a first mortgage on a Unit will be entitled to timely written notice in the event of any substantial damage to or destruction of that Unit or any part of the Common Elements or if such Unit or portion thereof or the Common Elements or any 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. No Unit Owner of a Unit or other party shall be entitled to priority over such mortgage holder with respect to the distribution to or with respect to such Unit of any insurance proceeds of any such condemnation award or settlement.

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e. **Duty to Pay Assessments.** The purchaser of a Unit at a judicial foreclosure sale, or a mortgagee who receives title to a Unit by deed in lieu of foreclosure or judgment by common law strict foreclosure or otherwise takes possession pursuant to court order under the Illinois Mortgage Foreclosure Law, shall have the duty to pay the Unit's proportionate share of the Common Expenses for the Unit assessed from and after the first (1st) day of the month after the date of the judicial foreclosure sale, delivery of the deed in lieu of foreclosure, entry of a judgment in common law strict foreclosure, or taking of possession pursuant to such court order. Such payment confirms the extinguishment of any lien created by virtue of the failure or refusal of a prior Unit Owner to make payment of Common Expenses, where the judicial foreclosure sale has been confirmed by order of the court, a deed in lieu thereof has been accepted by the lender, or a consent judgment has been entered by the court. The purchaser of a Unit at a judicial foreclosure sale, other than a mortgagee, who takes possession of a Unit pursuant to a court order or a purchaser who acquires title from a mortgagee shall have the duty to pay the proportionate share, if any, of the Common Expenses (including, without limitation, any legal fees) for the Unit which would have become due in the absence of any assessment acceleration during the six (6) months immediately preceding institution of an action to enforce the collection of assessments, and which remain unpaid by the Unit Owner during whose possession the assessments accrued. If the outstanding assessments are paid at any time during any action to enforce the collection of assessments, the purchaser shall have no obligation to pay any assessments which accrued before he or she acquired title. The statement of assessment account issued by the Association to a Unit Owner under Subsection 18(i) of the Act, and the disclosure statement issued to a prospective purchaser under Section 22.1 of the Act, shall state the amount of the assessments and the legal fees, if any, required hereunder.

38. **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 remainder of this Amended and Restated Declaration. All of the terms hereof are hereby declared to be severable.

39. **Construction.** The provisions of this Amended and Restated Declaration, the By-Laws, the Articles of Incorporation, the Rules and Regulations and the resolutions of the Association shall be liberally construed to effectuate their purpose of creating a uniform plan for the administration and operation of a quality residential condominium development.

40. **Board 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 this Amended and Restated Declaration, the By-Laws, the Articles of Incorporation, the Rules and Regulations and the resolutions of the Association, the determination by the Board shall be final and binding on each and all of such Unit Owners.

41. **Captions.** The Paragraph headings herein are intended for convenience only and shall not be construed with any substantive effect.

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42. Grantees. Each grantee, purchaser under articles of agreement for deed, mortgagee, tenant under a lease and any other Person having at any time any interest or estate in the Property accepts the same subject to all covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges which are hereby granted, created, reserved or declared, the By-Laws, the Articles of Incorporation, the Rules and Regulations and the resolutions of the Association, and the jurisdiction, rights and powers created or reserved by the provisions of the Act, all as at any time amended. All covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges which are hereby granted, created, reserved or declared in this Amended and Restated Declaration and the other Condominium Instruments shall be deemed and taken to be covenants running with the land, perpetually and in full force and effect, and shall bind and inure to the benefit of each grantee, contract purchaser, mortgagee, tenant or other Person having at any time an interest or estate in the Property in like manner as though the provisions of the Condominium Instruments were recited and stipulated at length in each and every deed of conveyance, installment contract, lease, mortgage, trust deed or other instrument evidencing such interest or estate in the Property.

43. Perpetuities and Restraints on Alienation. If and to the extent that any of the covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges created by this Amended and Restated Declaration would otherwise be unlawful, void or voidable for violation of (a) the rule against perpetuities; (b) the rule restricting restraints on alienation; or (c) any other applicable statutes or common law rules analogous thereto or otherwise imposing limitations upon the time such covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges may be valid, then the covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges at issue shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of the President of the United States in office at the time of Recording of this Amended and Restated Declaration who are living at the time of Recording of this Amended and Restated Declaration.

44. Land Trustee or other Entity as Unit Owner.

a. In the event title to any Unit is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all assessments, liens and other charges made hereunder and for the performance of all agreements, covenants and undertakings chargeable or created under this Amended and Restated Declaration against such Unit. The amount of such assessments, liens and charges shall continue to be obligations or liens upon the Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit.

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b. Upon the conveyance of title to any Unit to a title holding trust, corporation, partnership, limited liability company or other legal entity capable of holding title to real property, unless otherwise expressly agreed by the Association in the Board's sole discretion, the names and residence addresses of all trustees, co-trustees and beneficiaries of a trust, all shareholders of a corporation, all partners in a partnership, all members of a limited liability company, or all other persons having an equity interest in such other entity shall be disclosed to the Association. Such obligation to furnish information shall be of a continuing nature and shall include the obligation to provide the Association with written notice of any changes in such information within fourteen (14) days of such changes.

45. Amendment. The provisions of this Amended and Restated Declaration may be amended, changed, modified or rescinded by a written instrument setting forth such amendment, change, modification or rescission signed by the Board and the Unit Owners having at least sixty-seven percent (67%) of the total vote and containing an affidavit by an officer of the Association certifying that a copy of the amendment, change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit. Any amendment, change, modification or rescission shall be effective upon Recordation of such instrument in the office of the Recorder of Deeds of Cook County, Illinois. No provision in this Amended and Restated Declaration may be amended, changed, modified or rescinded so as to conflict with the provisions of the Act.

This Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Shakespeare Court Condominium Association II shall become effective upon Recordation in the office of the Recorder of Deeds of Cook County, Illinois.

This Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Shakespeare Court Condominium Association II has been approved and executed by not less than two-thirds (2/3) of the members of the Board of Managers of Shakespeare Court Condominium Association II, an Illinois not-for-profit corporation, in the exercise of the power and authority conferred upon and vested in the Association and its Board of Managers. The signatories hereby represent and warrant that they possess full power and authority to execute this instrument.

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IN WITNESS WHEREOF, the undersigned duly elected officers of the Shakespeare Court Condominium Association II, an Illinois not-for-profit corporation, have duly executed this Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Shakespeare Court Condominium Association II on this 9th day of February, 2017.

SHAKESPEARE COURT CONDOMINIUM ASSOCIATION II, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

By: [Signature]
President

Attest: [Signature]
Secretary

APPROVED AND EXECUTED BY:

[Signature]
TREASURER

[Signature]
[Signature]
(being not less than two-thirds of all of the members of the Board of Managers)

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Janeen H. Jones, hereby certify that I am the duly elected and qualified Secretary of Shakespeare Court Condominium Association II, 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, Covenants and By-Laws for Shakespeare Court Condominium Association II was approved by not less than two-thirds (2/3) of all of the members of the Board of Managers as evidenced by their signatures and those of the stated officers and that either no petition was submitted by the Unit Owners for a meeting to consider the Board action approving the Amended and Restated Declaration or such action was ratified.

Janeen H. Jones
Secretary

Dated at Chicago, Illinois, this 9 day of February, 2017.

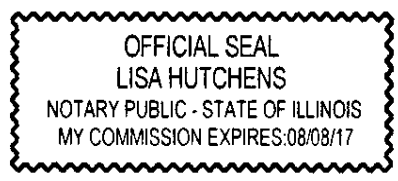
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Lisa Hutchens, a Notary Public in and for said county in the state aforesaid, do hereby certify that the aforesaid officer of Shakespeare Court Condominium Association II, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that he/she signed, sealed and delivered the same instrument as his/her free and voluntary act, for the uses and purposes set forth.

Given under my hand and notarial seal this 9 day of February, 2017.

Lisa Hutchens
Notary Public

My commission expires: 8/8/17



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EXHIBIT "B"

BY-LAWS FOR

SHAKESPEARE COURT CONDOMINIUM ASSOCIATION II

ARTICLE I

General Provisions

The Association is responsible for the overall administration of the Property through its duly elected Board of Managers. Whether or not incorporated, the Association shall have such powers, not inconsistent with the Illinois Condominium Property Act, as are now or may hereafter be granted by the Illinois General Not For Profit Corporation Act of 1986. 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 perform every other act not inconsistent with applicable law that may be appropriate to promote and attain the purposes set forth in the Condominium Property Act, the Condominium Instruments and the Articles of Incorporation. All capitalized terms used but not defined herein that are defined in the Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Shakespeare Court Condominium Association II (sometimes herein referred to as the "Amended and Restated Declaration" or the "Declaration") shall have the same meaning as ascribed to such terms in said document.

ARTICLE II

Registered Agent and Office

The Association shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office is identical with such registered office. The Association may have other offices within the State of Illinois as the Board may from time to time determine.

ARTICLE III

Members

Section 1. *Classes of Members, Membership and Termination of Membership.* The Association shall have one (1) class of members. Each Unit Owner shall be a member of the Association, which membership shall terminate on the sale or other disposition of a Unit Owner's Unit, at which time the new Unit Owner automatically shall become a member of the Association. Such termination shall not relieve or release any 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 that the Association or others may have against a former Unit Owner arising from or in any way connected with such ownership and membership and the

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EXHIBIT "A"

SHAKESPEARE COURT CONDOMINIUM ASSOCIATION II

THE FOLLOWING UNITS IN THE SHAKESPEARE COURT CONDOMINIUM ASSOCIATION, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 27 AND 28 IN BLOCK 7 IN PERRY H. SMITH'S SUBDIVISION OF BLOCK 7 IN A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0328219122, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PERCENTAGE OF INTEREST	UNIT	P.I.N.	COMMON ADDRESS
2.074	101	20-02-317-055-1001	1033 E. 46TH STREET, UNIT 101, CHICAGO, IL 60653
3.187	102	20-02-317-055-1002	1033 E. 46TH STREET, UNIT 102, CHICAGO, IL 60653
3.187	103	20-02-317-055-1003	1033 E. 46TH STREET, UNIT 103, CHICAGO, IL 60653
2.046	104	20-02-317-055-1004	1032 E. 46TH STREET, UNIT 104, CHICAGO, IL 60653
3.115	105	20-02-317-055-1005	1033 E. 46TH STREET, UNIT 105, CHICAGO, IL 60653
3.115	106	20-02-317-055-1006	1033 E. 46TH STREET, UNIT 106, CHICAGO, IL 60653
2.046	201	20-02-317-055-1007	1033 E. 46TH STREET, UNIT 201, CHICAGO, IL 60653
3.115	202	20-02-317-055-1008	1033 E. 46TH STREET, UNIT 202, CHICAGO, IL 60653
3.115	203	20-02-317-055-1009	1033 E. 46TH STREET, UNIT 203, CHICAGO, IL 60653
2.046	204	20-02-317-055-1010	1033 E. 46TH STREET, UNIT 204, CHICAGO, IL 60653
3.115	205	20-02-317-055-1011	1033 E. 46TH STREET, UNIT 205, CHICAGO, IL 60653
3.115	206	20-02-317-055-1012	1033 E. 46TH STREET, UNIT 206, CHICAGO, IL 60653
2.046	301	20-02-317-055-1013	1033 E. 46TH STREET, UNIT 301, CHICAGO, IL 60653
3.115	302	20-02-317-055-1014	1033 E. 46TH STREET, UNIT 302, CHICAGO, IL 60653
3.115	303	20-02-317-055-1015	1033 E. 46TH STREET, UNIT 303, CHICAGO, IL 60653
2.046	304	20-02-317-055-1016	1033 E. 46TH STREET, UNIT 304, CHICAGO, IL 60653
3.115	305	20-02-317-055-1017	1033 E. 46TH STREET, UNIT 305, CHICAGO, IL 60653
3.115	306	20-02-317-055-1018	1033 E. 46TH STREET, UNIT 306, CHICAGO, IL 60653
2.046	401	20-02-317-055-1019	1033 E. 46TH STREET, UNIT 401, CHICAGO, IL 60653
3.115	402	20-02-317-055-1020	1033 E. 46TH STREET, UNIT 402, CHICAGO, IL 60653
3.115	403	20-02-317-055-1021	1033 E. 46TH STREET, UNIT 403, CHICAGO, IL 60653
2.046	404	20-02-317-055-1022	1033 E. 46TH STREET, UNIT 404, CHICAGO, IL 60653
3.115	405	20-02-317-055-1023	1033 E. 46TH STREET, UNIT 405, CHICAGO, IL 60653
3.115	406	20-02-317-055-1024	1033 E. 46TH STREET, UNIT 406, CHICAGO, IL 60653
2.046	501	20-02-317-055-1025	1033 E. 46TH STREET, UNIT 501, CHICAGO, IL 60653
3.115	502	20-02-317-055-1026	1033 E. 46TH STREET, UNIT 502, CHICAGO, IL 60653
3.115	503	20-02-317-055-1027	1033 E. 46TH STREET, UNIT 503, CHICAGO, IL 60653
2.074	504	20-02-317-055-1028	1033 E. 46TH STREET, UNIT 504, CHICAGO, IL 60653
3.187	505	20-02-317-055-1029	1033 E. 46TH STREET, UNIT 505, CHICAGO, IL 60653
3.187	506	20-02-317-055-1030	1033 E. 46TH STREET, UNIT 506, CHICAGO, IL 60653
2.074	601	20-02-317-055-1031	1033 E. 46TH STREET, UNIT 601, CHICAGO, IL 60653
3.187	602	20-02-317-055-1032	1033 E. 46TH STREET, UNIT 602, CHICAGO, IL 60653
3.187	603	20-02-317-055-1033	1033 E. 46TH STREET, UNIT 603, CHICAGO, IL 60653
2.074	604	20-02-317-055-1034	1033 E. 46TH STREET, UNIT 604, CHICAGO, IL 60653
3.187	605	20-02-317-055-1035	1033 E. 46TH STREET, UNIT 605, CHICAGO, IL 60653
3.187	606	20-02-317-055-1036	1033 E. 46TH STREET, UNIT 606, CHICAGO, IL 60653

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EXHIBIT "B"

BY-LAWS FOR

SHAKESPEARE COURT CONDOMINIUM ASSOCIATION II

ARTICLE I

General Provisions

The Association is responsible for the overall administration of the Property through its duly elected Board of Managers. Whether or not incorporated, the Association shall have such powers, not inconsistent with the Illinois Condominium Property Act, as are now or may hereafter be granted by the Illinois General Not For Profit Corporation Act of 1986. 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 perform every other act not inconsistent with applicable law that may be appropriate to promote and attain the purposes set forth in the Condominium Property Act, the Condominium Instruments and the Articles of Incorporation. All capitalized terms used but not defined herein that are defined in the Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Shakespeare Court Condominium Association II (sometimes herein referred to as the "Amended and Restated Declaration" or the "Declaration") shall have the same meaning as ascribed to such terms in said document.

ARTICLE II

Registered Agent and Office

The Association shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office is identical with such registered office. The Association may have other offices within the State of Illinois as the Board may from time to time determine.

ARTICLE III

Members

Section 1. *Classes of Members, Membership and Termination of Membership.* The Association shall have one (1) class of members. Each Unit Owner shall be a member of the Association, which membership shall terminate on the sale or other disposition of a Unit Owner's Unit, at which time the new Unit Owner automatically shall become a member of the Association. Such termination shall not relieve or release any 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 that the Association or others may have against a former Unit Owner arising from or in any way connected with such ownership and membership and the

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covenants and obligations incident to membership. Membership in the Association is not transferable or assignable, except as provided herein.

Section 2. *Votes and Voting Rights.*

- a. The total number of votes of all Unit Owners shall be one hundred (100). Each Unit Owner shall be entitled to the number of votes equal to his or her percentage of ownership interest in the Common Elements (as defined in the Amended and Restated Declaration).
- b. If a Unit is owned by more than one (1) Person, or if the Unit Owner is a trust, corporation, partnership or other legal entity, 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 (1) Person in accordance with the proxy or other Written designation made by the Persons constituting such Unit Owner. If only one (1) of the Persons constituting such Unit Owner is present, he or she shall be entitled to cast the votes allocated to the Unit. If more than one (1) of the Persons constituting such Unit Owner are present, the votes allocated to the Unit may be cast only in accordance with the agreement of a Majority in interest of such Persons. Agreement by a Majority in interest of such Persons shall be deemed to exist if any of the Persons casts the votes allocated to such Unit without protest being made promptly to the individual presiding over the meeting by any other Persons constituting the Unit Owner. With respect to Units owned by a land trust, a living trust, or other legal entity, the trustee, officer, manager or other duly authorized agent of the entity may designate, in writing, a person to cast votes on behalf of the Unit Owner, and a designation shall remain in effect until a subsequent document is filed with the Association.
- c. Any specified percentage of the Unit Owners, whether a Majority or otherwise, for the purposes of voting or for any other purpose, wherever provided in the Condominium Instruments, 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 Amended and Restated Declaration. When thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes as provided herein, any percentage vote of the Unit Owners specified herein or in the Amended and Restated 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.

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Section 3. *Installment Contracts.* Anything herein to the contrary notwithstanding, in the event of a sale of a Unit, the purchaser of such Unit pursuant to an installment contract shall, during such times as he or she resides in the Unit, be counted toward a quorum for the purpose of election of members of the Board at any meeting of the Unit Owners called for the purpose of electing members of the Board and 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 both the seller and purchaser be counted toward a quorum, be permitted to vote, or be elected to serve on the Board. Satisfactory evidence of the existence and terms of the installment contract as they relate to the subject matter of this Section shall be made available to the Association or its agents. "Installment Contract" shall have the same meaning as set forth in Section 1(e) of the Illinois Dwelling Unit Installment Contract Act, as amended from time to time.

ARTICLE IV

Meetings of Unit Owners

Section 1. *Annual Meeting.*

- a. An annual meeting of the Unit Owners 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 second (2nd) Tuesday in December each year at 7:30 p.m., or at such other reasonable date or time as may be designated in the meeting notice. If the election of members of the Board shall not be held when 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 Unit Owners called as soon thereafter as it conveniently may be held.
- b. The Board may disseminate to the Unit Owners biographical and background information about candidates for election to the Board if reasonable efforts are made to identify all candidates and all candidates are given an opportunity to include biographical information and background material in the information to be disseminated and the Board does not express a preference in favor of any candidate.

Section 2. *Special Meetings.* Special meetings of the Unit Owners may be called by the Board, the President of the Association or not less than twenty percent (20%) of the Unit Owners. All matters to be considered at special meetings of the Unit Owners called by not less than twenty percent (20%) of the Unit Owners shall first be submitted in writing to the Board not less than fifteen (15) days before any proposed date of the special meeting of the Unit Owners called to consider such matters. Special meetings of the Unit Owners shall be held at reasonable dates, times and places designated by the Board and stated in meeting notices prepared and Delivered by or at the direction of the Board.

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Section 3. *Place and Time of Meetings.* All meetings of the Unit Owners shall be held at the Property or such other place in the City and at such time as may be designated by the Board and stated in the meeting notices.

Section 4. *Notice of Meetings.* Written notice stating the date, time, place and purpose of any meeting of the Unit Owners shall be Delivered either personally or by mail to each Unit Owner not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the Board. Without limiting the foregoing, notices of meetings of Unit Owners may be Delivered by Electronic Transmission consented to by the Unit Owners to whom the notices are Delivered, provided that an Association Board member, officer or other agent certifies in writing to the Delivery by Electronic Transmission.

Section 5. *Quorum.* The Unit Owners present at a meeting in Person or by proxy holding twenty percent (20%) of the votes that may be cast at any meeting shall constitute a quorum at such meeting. Upon the adoption of appropriate Rules and Regulations by the Board allowing mail-in ballots and/or electronic voting, any votes cast by mail-in ballots or Acceptable Technological Means shall be counted for the purpose of establishing a quorum. Once a quorum is established, it shall be deemed present throughout the meeting.

Section 6. *Proxies.* Except for votes cast by mail-in ballots or Acceptable Technological Means, and except as otherwise required by applicable law, at any meeting of the Unit Owners, a Unit Owner entitled to vote may vote either in Person or by proxy, executed in writing by the Unit Owner or by his or her duly authorized attorney-in-fact. All proxies must bear the date of execution. No proxy shall be valid after eleven (11) months from the date of its 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 Owners the opportunity to express a preference for any of the known candidates for the Board or to write in a name. Proxies shall be revocable at any time by actual notice to the Board of the death or judicially-declared incompetence of the Unit Owner or by Written notice to the Board by the Unit Owner. Proxies may be Delivered to the Board, the Association's management company or other duly authorized agents of the Association by Electronic Transmission or other Acceptable Technological Means, provided that the Board can establish to its satisfaction that such proxy was authorized by the Unit Owner.

Section 7. *Manner of Acting.* Except as set forth below and except as otherwise required by the Amended and Restated Declaration or the Act, any action to be taken at any meeting of the Unit Owners at which a quorum is present, shall be on the affirmative vote of more than fifty percent (50%) of the Unit Owners represented at such meeting. Notwithstanding the foregoing, the following matters shall require the affirmative vote of two-thirds (2/3) or more of all the Unit Owners at a meeting duly called for that purpose:

- a. Merger or consolidation of the Association;

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- b. Sale, lease, exchange or other disposition (excluding the mortgage or pledge) of all or substantially all of the property and assets of the Association; and
- c. The purchase and sale of land or Units on behalf of the Unit Owners.

Section 8. *Electronic Transmission.* The Board may adopt Rules and Regulations that expressly provide that a vote may be submitted by Electronic Transmission or other Acceptable Technological Means, provided that the Board can establish to its satisfaction that such vote was authorized by the Unit Owner.

ARTICLE V Board of Managers

Section 1. *In General.* The affairs of the Association shall be managed by the Board, which shall act as the Board of Managers of the Association as provided in the Act and the Amended and Restated Declaration.

Section 2. *Number, Tenure and Qualifications.* There shall be three (3) members of the Board. Each elected member of the Board shall serve for a term of two (2) years and until his or her successor shall have been elected and qualified. The terms of at least one-third (1/3) of the members of the Board shall expire annually. Members of the Board shall be elected solely by, from and among the Unit Owners. All members of the Board shall be elected at large. Each member of the Board shall hold office without compensation, unless expressly allowed by a resolution duly adopted by at least a Majority of those Unit Owners voting on such resolution at any regular or special meeting of the Unit Owners. Notwithstanding the foregoing, upon the presentation of receipts or other appropriate documentation, a Board member shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of his or her performance of his or her duties as a Board member. 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 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. If there are multiple Unit Owners of a single Unit, only one (1) of the multiple Unit Owners shall be eligible to serve as a member of the Board at any one (1) time. A member of the Board may succeed himself or herself in office. The Association, in the Board's sole discretion, shall have the right (but no affirmative obligation), to require that a member of or a candidate for the Board furnish documentation and/or other information adequately verifying that the Board member or candidate is eligible to serve on the Board. Such information may include, without limitation, true and correct copies of Recorded deeds, corporate share certificates, shareholder agreements, partnership agreements, operating agreements, trust agreements and/or resolutions. For the purposes of this Section, decisions regarding whether such verification is adequate shall be made by the Association in the Board's sole discretion.

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Section 3. *Election.*

- a. At each annual meeting of the Unit Owners, the Unit Owners shall be entitled to elect Board members, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. The election as between candidates receiving the same number of votes shall be determined by lot. Cumulative voting shall not be permitted. A 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.
- b. Upon adoption of appropriate Rules and Regulations by the Board, the election may be conducted by secret ballot whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself, provided that the Board further adopt rules to verify the status of the Unit Owner issuing a proxy or casting a ballot.
- c. Upon adoption of appropriate Rules and Regulations by the Board, any vote to elect members to the Board may be conducted by mail-in ballots or by any Acceptable Technological Means. When elections are conducted by such means, Unit Owners may not vote by proxy, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting; (ii) by submitting an Association-issued ballot to the Association or its designated agent by mail or other Delivery method authorized by the Board or the Rules and Regulations; or (iii) by Acceptable Technological Means as instructed by the Board or its designated agent. When an election is to be conducted by such means, to the extent applicable, ballots or instructions regarding the use of electronic means for voting shall be Delivered to all Unit Owners not less than ten (10) and not more than thirty (30) days before the election. The Board under such circumstances shall give Unit Owners not less than twenty-one (21) days' prior Written notice of the deadline for inclusion of a candidate's name on the ballots. Such deadline shall be no more than seven (7) days before the ballots or instructions for voting using Acceptable Technological Means are distributed to Unit Owners. Every ballot or instruction notice 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 or voting through Acceptable Technological Means the opportunity to cast votes for candidates whose names do not appear on the ballot. A Unit Owner who submits a vote by mail or using Acceptable Technological Means may request and cast a ballot in person at the election meeting, thereby voiding any vote previously submitted by that Unit Owner.

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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 Unit Owners. By resolutions adopted by the Board from time to time, the Board shall determine the dates, times and places for the holding of additional regular meetings of the Board. The Board shall meet at least four (4) times per year.

Section 5. *Special Meetings.* Special meetings of the Board may be called by the President or by twenty-five percent (25%) of the 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 of Board Meetings.*

a. Written notice of any regular or special meeting of the Board shall be Delivered to all Unit Owners at least forty-eight (48) hours before the date of such meeting, unless a Written waiver of such notice is signed by the Person or Persons entitled to such notice. Copies of notices of all regular or special meetings of the Board shall be posted in entranceways or other conspicuous places on the Property designated by the Board at least forty-eight (48) hours before the meeting, except where there is no common entranceway for seven (7) or more Units, the Board may designate one (1) or more places in the proximity of these Units where the notices of meetings shall be posted. The business to be transacted at or the purpose of any special meeting of the Board shall be specified in the notice. Notice of multiple Board meetings may be Delivered to the Unit Owners, and subsequent notice of such Board meetings need not be Delivered unless any such Board meeting is rescheduled for a different date, time or place.

b. Notwithstanding the foregoing Section 6(a), notice of Board meetings concerning the adoption of (i) the proposed Annual Budget; (ii) regular assessments; or (iii) a separate or special assessment shall be Delivered giving Unit Owners not less than ten (10) and not more than thirty (30) days' notice of the date, time, place and purpose of such meeting, unless otherwise provided by law.

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.

Section 8. *Manner of Acting.* The act of a Majority of the members of the Board present at a meeting of the Board at which a quorum is present shall be the act of the Board, except when otherwise provided by law or in the Condominium Instruments. Members of the Board may participate in and act at any meeting of the Board through the use of a conference telephone or other communications equipment by means of which all Persons participating in the meeting can communicate with each other. Participation in such meeting shall constitute attendance and presence in Person at the meeting of the Person or Persons so participating.

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Section 9. *Vacancies.*

- a. Any vacancy occurring on the Board may be filled by the two-thirds (2/3) vote of the remaining members of the Board. A Unit Owner elected by the Board to fill a vacancy shall serve until the next annual meeting of the Unit Owners, provided that if a petition is filed with the Board signed by the Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the unexpired term of office of his predecessor, the term of the member of the Board so elected by the Board shall terminate thirty (30) days after the filing of the petition, and a meeting of the Unit Owners for the purpose of filling such vacancy for such unexpired term shall be called no later than thirty (30) days following the filing of such petition.
- b. Members of the Board may resign at any time by Written resignation Delivered to any officer of the Association, which resignation shall be effective upon receipt. If a Board member ceases to be a Unit Owner, he or she shall be deemed to have resigned as of the date of such cessation.

Section 10. *Removal.* Any member of the Board may be removed, with or without cause, from office by the affirmative vote of the Unit Owners holding at least two-thirds (2/3) of the total vote, at any special meeting of the Unit Owners called for such purpose. Any Board member whose removal has been proposed by the Unit Owners shall be given a reasonable opportunity to be heard at the special meeting of Unit Owners. The notice of the special meeting of Unit Owners shall state that the purpose of the special meeting is to vote upon the removal of one (1) or more Board members named in the notice. Only the named Board member or members may be removed at such special meeting of Unit Owners.

Section 11. *Open Meetings.* All meetings of the Board, whether regular or special, shall be open to the Unit Owners, except for meetings or portions of meetings held:

- a. To discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal or when the Board finds that such an action is probable or imminent;
- b. To discuss the appointment, employment, engagement or dismissal of an employee, independent contractor, agent or other provider of goods and services;
- c. To discuss violations of the Association's Rules and Regulations or a Unit Owner's unpaid share of Common Expenses; or
- d. Consult with the Association's legal counsel.

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Any vote on the above matters shall be taken at a meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings or portions thereof required to be open by 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. The Board may adopt reasonable Rules and Regulations governing the conduct of Unit Owners who attend Board meetings, and Unit Owners who do not comply with such Rules and Regulations may be removed from Board meetings.

Section 12. *Contracts.* The Association 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 into the contract is Delivered to the Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Unit Owners, for an election to approve or disapprove the contract. Such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For the purposes of this Section, a Board member's immediate family means the Board member's spouse, parents and children.

ARTICLE VI

Officers

Section 1. *Officers.* The officers of the Association shall be a President, a Secretary and a Treasurer.

Section 2. *Election and Term of Office.* The officers of the Association shall be elected annually by the Board at a Board meeting held after the annual meeting of the Unit Owners from among the members of the Board and shall hold office at the discretion of the Board. Vacancies in any officer position may be filled at any meeting of the Board. Each officer shall hold office until his or her successor shall have been duly elected and 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, with or without cause, by a Majority vote 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 of the officer no longer serving. Officers may resign at any time by Written resignation Delivered to any other officer of the Association, which resignation shall be effective upon receipt.

Section 5. *President.* The President shall be the chief executive officer of the Association and shall in general supervise all of the business and affairs of the Association. The President shall preside at all meetings of the Unit Owners and of the Board. The President may sign any contracts

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or other instruments the Board has authorized to be executed and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

Section 6. *Secretary.* The Secretary shall oversee the keeping of the minutes of the meetings of the Unit Owners and of the Board, oversee the Delivery and receipt of notices on behalf of the Association, together with the President, execute on behalf of the Association documents as required or permitted by the Amended and Restated Declaration, these By-Laws, the Act or other applicable law, oversee the custody 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 to the Secretary by the Board.

Section 7. *Treasurer.* The Treasurer shall oversee custody of all funds of the Association and the keeping of full and accurate accounts of all receipts and disbursements in the Association's books of account kept for such purpose, oversee the receipt of money due and payable to the Association, oversee the deposit of all such money in the name of the Association in those banks or other depositories as shall be selected in accordance with the provisions 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 to the Treasurer by the Board.

ARTICLE VII

Powers and Duties of the Association and Board

Section 1. *General Powers and Duties of the Board.* The Board shall exercise for the Association all powers, duties and authority vested in the Association by the Act, the Illinois General Not For Profit Corporation Act of 1986, the Condominium Instruments and the Articles of Incorporation, all as amended from time to time, including but not limited to, the following:

- a. Operation, care, upkeep, maintenance, repair, replacement, restoration and improvement of the Common Elements to the extent the operation, care, upkeep, maintenance, repair, replacement, restoration and improvement of Limited Common Elements is not imposed on Unit Owners under the Condominium Instruments.
- b. Preparation, adoption and distribution of the Annual Budget for the Property.
- c. Levying and expending of assessments.
- 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.

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- f. Obtaining adequate and appropriate kinds of insurance and requiring the Unit Owners to obtain insurance covering their personal liability and other coverage as provided by the Condominium Instruments or by law.
- g. Owning, conveying, encumbering, leasing and otherwise dealing with Units and/or other real property owned by the Association.
- h. Adoption and amendment of Rules and Regulations covering the details of the operation and use of the Property. All Rules and Regulations or amendments thereto shall be adopted by the Board after a meeting of the Unit Owners called for the specific purpose of discussing the proposed Rules and Regulations, notice of which contains the full text of the proposed Rules and Regulations, which Rules and Regulations shall conform to the requirements of the Act, the Amended and Restated Declaration and these By-Laws. No quorum is required at such meeting of the Unit Owners. 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, including, but not limited to, the free exercise of religion. No Rules or Regulations shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously-mandated objects to the front-door area of a Unit.
- i. Adoption and amendment of Rules and Regulations (i) authorizing electronic Delivery of notices and other communications required or contemplated by the Act to each Unit Owner who provides the Association with Written authorization for electronic Delivery and an electronic address to which such communications are to be electronically transmitted; and (ii) authorizing each Unit Owner to designate an electronic address or a U.S. Postal Service address, or both, as the Unit Owner's address on any list of Unit Owners which the Association is required to provide upon request pursuant to any provision of the Act or any of the Condominium Instruments.
- j. Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.
- k. Having access to each Unit and its appurtenant Limited Common Elements from time to time as may be reasonably necessary or convenient 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. Except in cases of emergency, the Board shall provide advance notice using any method of notice reasonable under the particular circumstances before entering any Unit. Such entry shall be made with as little inconvenience to the Unit Owners and Occupants as is reasonably

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practicable.

- l. 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 the Association's assets, property or income.
- m. Paying and seeking relief in connection with real estate taxes, special assessments and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or other lawful taxing or assessing body that are authorized by law to be assessed and levied on the real property of the condominium (other than assessments on Units not owned by the Association).
- n. Seeking relief on behalf of all Unit Owners from or in connection with the assessment or levy against the Units of any real estate taxes, special assessments or other special taxes or charges of the State of Illinois or of any political subdivision thereof or other lawful taxing or assessing body, and to charge and collect all expenses incurred in connection therewith (including, without limitation, legal expenses) as Common Expenses, when authorized in accordance with the Amended and Restated Declaration and the Act.
- o. Imposing charges for late payments of a Unit Owner's proportionate share of the Common Expense or any other charges imposed by the Association and, after providing a Unit Owner with notice and an opportunity to be heard, levying reasonable fines against the Unit Owner for violation of the Amended and Restated Declaration, these By-Laws and the Rules and Regulations. Any late charges and fines imposed shall be the personal obligation of the Unit Owner, constitute a continuing lien on the Unit Owner's Unit and be collectable in the same manner as any unpaid regular or special (separate) assessments or other Common Expenses.
- p. Assigning the Association's rights to future income from assessments or other sources and to mortgage or pledge all or substantially all of the remaining assets of the Association, by a Majority vote of the entire Board.
- q. 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, or for other purposes.
- r. Recording the granting of an easement for the laying of cable television or high-speed Internet cable and, if available and determined by the Board to be in the best interests of the Association, obtaining cable television service or bulk high-speed Internet service for all of the Units on a bulk identical service and equal cost per Unit basis and assessing and recovering the expense as a Common Expense and, if

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so determined by the Board, assessing each and every Unit on the same equal cost per Unit basis.

- s. Recording the grant of an easement for construction, maintenance or repair of a project for protection against water damage or erosion.
- t. Granting, renewing, amending and terminating easements, leases, licenses and concessions in accordance with the Amended and Restated Declaration.
- u. Making reasonable accommodations for the needs of disabled Unit Owners, as required by the Federal Fair Housing Act Amendments of 1988, the Illinois Human Rights Act and other applicable statutes and ordinances, in the exercise of the Board's powers with respect to the use of the Common Elements or approval of modifications in an individual Unit.
- v. Accepting service of a notice of claim for purposes of the Illinois Mechanics Lien Act on behalf of each Unit Owner with respect to improvements performed pursuant to any contract entered into by the Board pursuant to the Act and distributing the notice to the Unit Owners within seven (7) days of the acceptance of the service by the Board. The service shall be effective as if each individual Unit Owner had been served individually with notice.
- w. Establishing and maintaining a system of master metering of public utility services and collecting payments in connection therewith, subject to the requirements of the Illinois Tenant Utility Payment Disclosure Act.
- x. Creating, dissolving, appointing Persons to and removing Persons from a commission, advisory body or other such body which may or may not have Board members as members thereof, which body may not act on behalf of the Association or bind it to any action but may make recommendations to the Board.
- y. Any powers and duties which are specifically required by the Act from time to time, including, without limitation, those powers and duties set forth in Sections 18 and 18.4 of the Act.

Section 2. *Specific Powers and Duties.* Anything herein contained to the contrary notwithstanding, the Association shall have the following powers:

- a. To engage the services of a property manager, community manager or managing agent, who may be any Person, firm, corporation or other entity, on such terms and compensation and for such duration as the Board deems appropriate, provided, however, that any agreement for professional management shall provide for

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termination by the Board without cause upon ninety (90) days' Written notice and without payment of a termination fee, provide for termination with cause by the Board on thirty (30) days' Written notice and without payment of a termination fee and shall have a term not to exceed one (1) year, renewable by Written agreement of the parties for successive one (1) year periods. Any management agreement Notwithstanding anything to the contrary stated in the Amended and Restated Declaration or these By-Laws, the Board may delegate the power to enter contracts, pay expenses and take other actions pursuant to the terms of a management contract approved by the Board, under which circumstances actions within the scope of the contractual delegation need not be individually approved by the Board.

- b. To engage the services of any Persons (including, but not limited to, engineers, architects, accountants and attorneys) deemed necessary by the Board at such compensation as is deemed appropriate by the Board, in the administration, operation, maintenance, repair and management of the Property or in connection with any duty, responsibility or right of the Association, and to remove any such personnel. No civil litigation may be initiated by the Board in connection with any dispute (other than those disputes relating to the levying of and collection of assessments or arising out of violations of the Condominium Instruments) until such action has been approved by the Unit Owners having, in the aggregate, at least sixty-seven percent (67%) of the total vote at a meeting called for that purpose.
- c. To establish or maintain one (1) or more bank 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.

Section 3. *Fiduciary Duty.* In the performance of their duties, the officers and members of the Board shall exercise the care required of a fiduciary of the Unit Owners.

Section 4. *Business Activities.* Nothing herein contained 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. The granting of easements, licenses, leases or concessions or imposition of user charges shall not be considered conducting an active business for profit.

Section 5. *Authorized Expenditures.* The Association shall acquire and make arrangements for and pay for out of the Maintenance Fund, in addition to the community manager, managing agent or other personnel above provided for, the following:

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- a. Water, sewer, waste removal, heating, electricity, telephone or other necessary utility services for the Common Elements and any real property owned by the Association and such services to the Units as are not separately metered or charged to the Unit Owners.
- b. Such insurance as the Association is required or permitted to obtain as provided in the Amended and Restated Declaration or applicable law.
- c. Landscaping, snow removal, painting, staining, cleaning, tuckpointing, maintaining, decorating, repairing, restoring, and replacing portions of the Common Elements and such furnishings and equipment for the Common Elements as and to the extent the Association, in the Board's sole discretion, shall determine is necessary and proper. Except as otherwise expressly agreed by the Association, the Association shall have the exclusive right and duty to acquire the same for the Common Elements. The Association may, at its option, charge expenses relative to the maintenance, repair and replacement of the Limited Common Elements to the Unit Owner or Unit Owners to whom the exclusive use of the Limited Common Elements is assigned as shall be determined by the Board.
- d. Any other materials, supplies, furniture, labor, services, maintenance, repairs or alterations that the Association in the Board's sole discretion deems necessary or proper for the maintenance and operation of the Property or for the enforcement of any restrictions or provisions contained herein.
- e. Any amount necessary to discharge any mechanics lien or other encumbrance levied against the Property. When one (1) or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging the lien, and any costs incurred by the Association by reason of said lien shall be charged to the assessment accounts of said Unit Owners and shall, until paid by such Unit Owners, be the personal obligation of the Unit Owners, constitute a continuing lien on the Unit Owners' Units and be collectable in the same manner as any unpaid regular or special (separate) assessments or other Common Expenses.
- f. Maintenance and repair of any Unit or any other portion of the Property that a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the sole discretion of the Association, to protect the Common Elements or any other portion of the Property, provided that the Association shall levy a charge against such Unit Owner for the cost of the maintenance or repair and the amount of such charge shall be the personal obligation of the Unit Owner, constitute a continuing lien on the Unit Owner's Unit and be collectable in the same manner as any unpaid regular or special (separate)

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assessments or other Common Expenses.

- g. Maintenance and repairs (including, without limitation, payment of real estate taxes, insurance premiums and Common Expenses) with respect to any Unit or other real property owned by the Association.
- h. If, due to the act, omission or neglect of a Unit Owner, Occupant or a Unit Owner's or Occupant's guests, family members, invitees, licensees, contractors, visitors or pets, 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 that would otherwise be a Common Expense, the Association may levy against such Unit Owner a charge for such damage and such maintenance, repairs and replacements as may be determined by the Board, and the amount of such charge shall be the personal obligation of the Unit Owner, constitute a continuing lien on the Unit Owner's Unit and be collectable in the same manner as any unpaid regular or special (separate) assessments or other Common Expenses.
- i.
 - (i) All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements and any other expenses, charges or costs that the Association may incur or expend pursuant hereto shall be approved by the Board.
 - (ii) Assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted Annual Budget shall be separately assessed and are subject to approval of two-thirds (2/3) of the total votes of all Unit Owners (unless the additions and alterations are mandated by law or constitute an emergency as defined in Subsection 18(a)(8)(iv) of the Act).
 - (iii) As used herein, the terms "repairing, replacing and restoring" means to repair, replace or restore deteriorated or damaged portions of the then-existing decorating, facilities, structural or mechanical components, interior or exterior surfaces or energy systems and equipment to their functional equivalent prior to the deterioration or damage.
 - (iv) The repair, replacement or restoration of a Common Element may result in an improvement over the original quality of such Common Element or facilities. Unless the improvement is mandated by law or is an emergency as defined in Subsection 18(a)(8)(iv) of the Act, if the improvement results in a proposed expenditure exceeding five percent (5%) of the Annual Budget, the Board, upon Written petition by the Unit Owners representing twenty percent (20%) of the votes of the Association Delivered to the Board within fourteen (14) days of the Board's action to approve such expenditure, shall call a meeting of Unit Owners within thirty (30) days of the date of Delivery of such petition to consider the expenditure. Unless a

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Majority of the total votes of the Unit Owners are cast at this meeting to reject the expenditure, the Board's decision to make the expenditure shall be deemed ratified.

Section 6. *Annual Budget.*

- a. Each year, on or before November 1st, the Board shall estimate the Annual Budget of Common Expenses, including the total amount required for the cost of wages, materials, insurance, services and supplies that 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 (as hereinafter specified) and each Unit Owner's proposed Common Expense assessment, together with an indication of which portions of the Annual Budget are intended for such Reserves, 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 before the adoption thereof. The Association shall give Unit Owners notice as provided in Article IV, Section 4 of these By-Laws of any meeting of the Board concerning the adoption of the proposed Annual Budget and regular assessments pursuant thereto or to adopt a separate (special) assessment.
- b. If said Annual Budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessment or any nonrecurring Common Expense or any Common Expense not set forth in the Annual Budget as adopted, the Board may at any time levy a separate (special) assessment which shall be separately assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements and which may be payable as the Board may determine. The Board may adopt separate assessments payable over more than one (1) fiscal year, the entire amount of which shall be deemed considered and authorized in the first fiscal year in which the assessment is approved. Such separate assessment shall become effective and shall be payable at such time or times and on such other terms as may be determined by the Board. All Unit Owners shall be obligated to pay the separate assessment.
- c. If an adopted Annual Budget or any separate (special) assessment would result in the sum of all assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon Written petition by the Unit Owners representing twenty percent (20%) of the votes of the Association Delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of Delivery of the petition to consider the budget or separate assessment. Unless a Majority of the

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total votes of the Unit Owners are cast at a meeting to reject the Annual Budget or separate assessment, it shall be deemed ratified. In determining whether separate assessments together with regular assessments exceed one hundred fifteen percent (115%) of assessments in the preceding fiscal year, any separate assessment for expenditures relating to emergencies or mandated by law shall not be included in the computation, and the Board may approve such assessment without being subject to the Unit Owner veto procedure set forth in this subsection. As used herein, the term "emergencies" means immediate dangers to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

- d. 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 Unit Owner in equal monthly installments on or before the first (1st) day in January of the ensuing year and on the first (1st) day of each and every month of said year.
- e. The failure or delay of the Association to prepare or deliver 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. 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.
- f. Anything herein or in the Amended and Restated Declaration to the contrary notwithstanding, the Board may charge to fewer than all Unit Owners such portion of the insurance premiums for insurance the Association is required or permitted to obtain that 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 Amended and Restated Declaration.
- g. All funds collected hereunder shall be held and expended for the purposes designated herein and (except for such charges as may be levied hereunder against fewer than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in their relative percentages of ownership interest in the Common Elements.

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- h. The Association shall have no authority to forbear the payment of assessments by any Unit Owner.

Section 7. *Annual Accounting.* Each year, on or before April 1, the Association shall supply annually to all Unit Owners an itemized accounting 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 Reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessments and showing the net excess or deficit of income over expenditures plus Reserves. Such accounting shall upon the Written request of any Unit Owner be prepared by a certified public accountant, in which event such accounting shall be due as soon as reasonably possible after such request. Any net shortage or excess shall be applied as an adjustment to the installments due after rendering of the accounting.

Section 8. *Reserves*

- a. The Association shall segregate and maintain reasonable Reserves for operations, contingencies and replacements. Extraordinary expenditures not originally included in the Annual Budget that may become necessary during the year may be charged first against such Reserves. In addition, the Association shall have the right to segregate all or any portion of the Reserves for any specific replacement or contingency on such conditions as the Board deems appropriate.
- b. The Annual Budget shall provide for reasonable Reserves for capital expenditures and deferred maintenance for repair or replacement of the Common Elements. To determine the amount of Reserves appropriate for the Association, the Board shall take into consideration the following: (i) the repair and replacement cost and the estimated useful life of the property the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the Building and Common Elements, and energy systems and equipment; (ii) the current and anticipated return on investment of Association funds; (iii) any independent professional Reserve study the Association may obtain; (iv) the financial impact on Unit Owners, and the market value of the Units of any assessment increase needed to fund Reserves; and (v) the ability of the Association to obtain financing or refinancing.
- c. Anything to the contrary in the foregoing notwithstanding, the Association may elect to waive in whole or in part the Reserve requirements of this Section by a vote of not less than two-thirds (2/3) of the total votes of the Association. In the event the Association elects to waive all or part of the Reserve requirements of this Section, such fact must be disclosed after the meeting at which such waiver occurs by the Association in the financial statements of the Association and, highlighted in

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bold print, in the response to any request of a prospective purchaser for the information prescribed under Section 22.1 of the Act, and no member of the Board or the managing agent of the Association shall be liable, and no cause of action may be brought for damages against these parties, for the lack or inadequacy of Reserve funds in the Annual Budget. If the Association elects to waive all or part of such Reserve requirements, the Association may by a vote of not less than two-thirds (2/3) of the total votes of the Association elect to again be governed by the Reserve requirements of this Section.

Section 9. *Default in Payment.*

- a. If a Unit Owner is in default in the payment of the aforesaid assessments or other charges imposed pursuant to the Amended and Restated Declaration, these By-Laws, the Rules and Regulations, resolutions adopted by the Board and/or applicable law for thirty (30) days or more, the Unit Owner's account shall be deemed delinquent, and the Association may, without limitation to any other available remedies, (i) bring an action against the Unit Owner personally obligated to pay the same; (ii) enforce and foreclose the Association's lien against the Unit and the Unit Owner's interest in the Property; and/or (iii) bring an action to terminate the Unit Owner's right of possession pursuant to the forcible entry and detainer provisions of the Illinois Code of Civil Procedure. The Association, in the Board's sole discretion, may charge late fees for the late payment of assessments or other charges. Any and all costs and expenses incurred by the Association in connection with or attributable to a Unit Owner's delinquency and/or to monitor the status of and/or protect the Association's interests in connection with a mortgage foreclosure action, a real estate tax sale and/or other legal proceeding relating to a Unit (including, without limitation, attorneys' fees, court costs, Recording fees, title company charges, management company charges and other costs of labor and materials), regardless of whether litigation is initiated by any party, shall be added to and deemed a part of the Unit Owner's respective share of the Common Expenses, be the personal obligation of the Unit Owner, constitute a continuing lien on the Unit Owner's Unit and be collectable in the same manner as any other unpaid regular or special (separate) assessments or other Common Expenses. Without limiting the foregoing, fees charged by the Association's property manager or managing agent pertaining to the collection of a Unit Owner's financial obligations to the Association (including, without limitation, collection account "turnover fees," court appearance fees and fees for appearing at evictions) shall be added to and deemed a part of the Unit Owner's respective share of the Common Expenses, be the personal obligation of the Unit Owner, constitute a continuing lien on the Unit Owner's Unit and be collectable in the same manner as any unpaid regular or special (separate) assessments or other Common Expenses.

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- b. No Unit Owner may assign, delegate, transfer, surrender, waive or avoid the duties, responsibilities and liabilities of a Unit Owner under the Act, the Amended and Restated Declaration, these By-Laws, the Articles of Incorporation, the Rules and Regulations and the resolutions of the Association, including, but not limited to, the liability for the assessments provided for herein, by nonuse of the Common Elements or abandonment of his or her Unit or in any other manner. Any such attempted assignment, delegation, transfer, surrender, waiver or avoidance shall be deemed void.

Section 10. *Books of Account and Statement of Account.* The Association shall keep full and correct books of account. Upon ten (10) days' notice to the Association through the Board or the community management firm and the payment of any reasonable fee that may be fixed by the Association, a Unit Owner shall be furnished a statement of his or her account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

ARTICLE VIII

Contracts, Checks, Deposits and Funds

Section 1. *Contracts.* The Board may authorize any officer or officers or 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. Such authority may be general or confined to specific instances and may, without limitation, be delegated pursuant to the terms of a management agreement approved by the Board. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President of the Association and attested to by the Secretary of the Association.

Section 2. *Checks, Drafts and Other Instruments.* 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, employee or employees or agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board or pursuant to the terms of a management contract approved by the Board. In the absence of other direction, such instruments shall be signed by the Treasurer of the Association and countersigned by the President of the Association.

Section 3. *Deposits.* All funds of the Association not otherwise employed 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 select.

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 of the Association.

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ARTICLE IX Books and Records

Section 1. *Maintaining Books and Records.* The Board shall keep and maintain the following records, or true and correct copies of these records, at the Association's principal office:

- a. The Declaration, By-Laws and Plat and any amendments thereto, the Rules and Regulations, the Articles of Incorporation, and all amendments thereto;
- b. Minutes of all meetings of the Association and the Board, for the immediately preceding seven (7) years;
- c. All current policies of insurance of the Association;
- d. 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;
- e. A current listing of the names, addresses and weighted vote of all Unit Owners entitled to vote;
- f. Ballots and proxies related thereto for all matters voted on by the Unit Owners during the immediately preceding twelve (12) months, including, but not limited to, the election of members of the Board, provided, however, that in the event the Board adopts Rules and Regulations for secret ballot election as provided in the Act and these By-Laws, then, unless directed by court order, only the voting ballot excluding the Unit number shall be subject to inspection and copying; and
- g. The books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including but not limited to, itemized and detailed records of all receipts and expenditures.

Section 2. *Availability for Examination.* Any Unit Owner in person or by agent and at any reasonable time or times at the Association's principal office shall have the right to inspect, examine and make copies of the records described in Article IX, Section 1, above, upon having first submitted a Written request to the Board or its authorized agent stating with particularity the records sought to be examined. Notwithstanding the foregoing, the Written request to inspect, examine and make copies of records described in Article IX, Subsections 1(d), 1(e), 1(f) and 1(g) herein must include a proper purpose for the request. With respect to records described in Article IX, Subsections 1(a), 1(b) and 1(c) herein, failure of the Board to make available all records so requested within thirty (30) days of receipt of the Unit Owner's proper Written request shall be deemed a denial. With respect to records described in Article IX, Subsections 1(d), 1(e), 1(f) and

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1(g) herein, failure of the Board to make available all records so requested within thirty (30) business days of receipt of the Unit Owner's proper Written request shall be deemed a denial. Any Unit Owner who prevails in an enforcement action to compel examination of records described in Article IX, Subsections 1(a), 1(b) and 1(c) herein, shall be entitled to recover reasonable attorneys' fees and costs from the Association. In an action to compel examination of records described in Article IX, Subsections 1(d), 1(e), 1(f) and 1(g) herein, the burden of proof is upon the Unit Owner to establish that the Unit Owner's request is based on a proper purpose. Any Unit Owner who prevails in an enforcement action to compel examination of records described in Article IX, Subsections 1(d), 1(e), 1(f) and 1(g) herein shall be entitled to recover reasonable attorneys' fees and costs from the Association only if the court finds that the Board acted in bad faith in denying the Unit Owner's request.

Section 3. *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 Unit Owner. If a Unit Owner 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 Unit Owner.

Section 4. *Confidential Documents.* Notwithstanding anything to the contrary stated in the provisions 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 Unit Owners:

- 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 Unit Owner other than the requesting Unit Owner; and
- e. Documents provided to the Association in connection with the lease, sale or other transfer of a Unit by a Unit Owner other than the requesting Unit Owner.

ARTICLE X

Fiscal Year

The fiscal year of the Association shall be fixed by resolution of the Board and may be changed from time to time as the Board deems advisable.

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ARTICLE XI

Seal

The Board may provide a corporate seal in the form of a circle and having inscribed thereon the name of the Association and the words "Corporate Seal, Illinois."

ARTICLE XII

Notices

Except as otherwise provided by law, any notice required to be given to any Unit Owner under the provisions of the Amended and Restated Declaration, these By-Laws, the Articles of Incorporation, the Rules and Regulations and/or applicable law may be Delivered by Electronic Transmission, provided that the Unit Owner has consented in writing to receipt of notices sent by such means. If any Unit Owner does not provide Written authorization to conduct business using Electronic Transmission or other equivalent technological means, the Association shall, at its expense, conduct business with the Unit Owner without the use of Electronic Transmission or other equivalent technological means. A Written waiver of notice signed by the Unit Owner entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIII

Liability of Board Members and Officers and Indemnification

The members of the Board and the officers of the Association shall not be liable to the Unit Owners for any acts or omissions made in good faith as such members of the Board or officers. The Association shall indemnify and hold harmless each of the Board members and officers against all contractual liability to others arising out of contracts made by such Board members or officers on behalf of the Unit Owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Condominium Instruments or the Articles of Incorporation. Every Board member and officer shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Board member or officer of the Association, or any settlement thereof, whether or not he or she is a Board member or officer at the time such expenses are incurred, except in such cases in which the Board member or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, provided that in the event of a settlement, the indemnification herein shall apply only when the Board has determined that the Board member or officer has not engaged in willful misfeasance or malfeasance in the performance of his or her duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Board member or officer may be entitled.

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ARTICLE XIV

Construction

The Amended and Restated Declaration, the Articles of Incorporation, these By-Laws, the Rules and Regulations and the resolutions of the Association shall always be construed to further the harmonious, beneficial, cooperative, efficient and proper use and operation of the Property. The terms and provisions of the Act shall control in the event of any inconsistency between the Act, on the one hand, and the Amended and Restated Declaration, the Articles of Incorporation and/or these By-Laws, on the other hand. The terms and provisions of the Amended and Restated Declaration shall control in the event of any inconsistency between the Amended and Restated Declaration, on the one hand, and the Articles of Incorporation and/or these By-Laws, on the other hand. All words and terms used herein that are also used in the Amended and Restated Declaration shall have the same meaning as provided for such words and terms in the Amended and Restated Declaration.

ARTICLE XV

Amendments to By-Laws

The provisions of these By-Laws may be amended, changed, modified, enlarged or rescinded by a Written instrument setting forth such amendment, change, modification or rescission, signed by the Board and the Unit Owners having at least sixty-seven percent (67%) of the total vote and containing an affidavit by an officer of the Association certifying that a copy of the amendment, change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit. Any amendment, change, modification or rescission shall be effective upon Recordation of such instrument in the office of the Recorder of Deeds of Cook County, Illinois. No provision in these By-Laws may be amended, changed, modified or rescinded so as to conflict with the provisions of the Amended and Restated Declaration or the Act.

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