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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

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## AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1

AND

PLAN OF MERGER BETWEEN

RIVER'S EDGE HOMEOWNERS ASSOCIATION AND

RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 DECLARATION  
OF CONDOMINIUM OWNERSHIP

FOR RIVER'S EDGE CONDOMINIUM NO. 1

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

**KERRY T. BARTELL**

Kovitz Shifrin Nesbit

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RECORDING FEE 910.<sup>00</sup>  
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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1  
AND PLAN OF MERGER BETWEEN  
RIVER'S EDGE HOMEOWNERS ASSOCIATION AND  
RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1

This Amended and Restated Declaration is made and entered into by the Board of Directors of the River's Edge Condominium Association No. 1, in accordance with Section 18(b)(1.3) of the Illinois Condominium Property Act [765 ILCS 605/18 et seq.] (the "Act"), as a result of the merger and consolidation of the River's Edge Condominium Association No. 1 and the River's Edge Homeowners Association and the dissolution of the River's Edge Homeowners Association.

The merger of the aforesaid Associations and this Amended and Restated Declaration of Condominium Ownership was approved on the 18<sup>th</sup> day of May, 2018, by an instrument in writing signed by no less than seventy-five percent (75%) of the members of all the Associations.

WITNESSETH:

WHEREAS, the original developer submitted certain parcels of real estate, legally described in Exhibit A, to the provisions of the Act, as amended from time to time, and established for all future owners or occupants of the Property certain easements and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the original developer created the River's Edge Condominium Association No. 1 ("Condominium Association") by recording a certain Declaration of Condominium Ownership in the office of the Recorder of Deeds of Cook County, Illinois on November 20, 1995 as Document Number 95803644; and

WHEREAS, the River's Edge Homeowners Association ("HOA") was subsequently created by the recordation of a certain Declaration for River's Edge Homeowners Association in the office of the Recorder of Deeds of Cook County, Illinois on November 20, 1995 as Document Number 95803643; and

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WHEREAS, pursuant to Section 18(b)(13) of the Illinois Condominium Property Act, and the Declaration of Condominium Ownership for River's Edge Condominium Association No. 1, Chicago, Illinois, no less than seventy-five percent (75%) of the members of the River's Edge Condominium Association No. 1 have voted to merge and consolidate the River's Edge Condominium Association No. 1 and the River's Edge Homeowners Association into a single Condominium Association to be known as the River's Edge Condominium Association No. 1 as per the Amended and Restated Declaration presented at the special meeting of the members called for that purpose; and

WHEREAS, pursuant to Section 12.02 of Article Twelve of the Declaration for River's Edge Homeowners Association, no less than seventy-five percent (75%) of the voting members of the River's Edge Homeowners Association have voted to dissolve the Association and merge into the River's Edge Condominium Association No. 1 as per the Amended and Restated Declaration presented at the special meeting of the voting members called for that purpose; and

WHEREAS, the said Association, by and through its duly elected Board of Directors desires and intends that all owners, mortgagees, occupants, and other persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth; and

WHEREAS, since the recording of each of the Original Declarations as aforestated, there have been numerous changes in the law that contradict provisions of the Original Declarations and substantially affects the rights of all residents and owners of River's Edge Condominium Association No. 1; and

WHEREAS, in accordance with its authority under the Act, the Board of Directors and seventy-five percent (75%) of the members does hereby elect to bring the Declaration into compliance with the Act and does hereby approve the adoption of this Amended and Restated Declaration of Condominium Ownership; and

WHEREAS, the Condominium Association known as River's Edge Condominium Association No. 1 and the River's Edge Homeowners Association have merged to form the River's Edge Condominium Association No. 1 ("Association") and have voted to withdraw from and dissolve the River's Edge Homeowners Association; and

WHEREAS, under the merged and consolidated entity known as the River's Edge Condominium Association No. 1, the former members of the River's Edge Homeowners Association shall no longer have any rights, obligations and privileges of membership; and

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WHEREAS, there are twenty (20) single family homes ("Single Family Homes") with the following Permanent Index Numbers 13-10-202-001-0000 through and including 13-10-202-020-0000, that were submitted to the HOA Declaration; however, the owners of said homes now desire to be removed from the HOA;

WHEREAS, all of the owners of the Single Family Homes have approved and consented to the removal of their Lots from the HOA, as evidenced by their ballots attached hereto as Exhibit "E"; and

WHEREAS, the Board of Directors for the HOA has agreed and approved the removal of said Single Family Homes from the HOA, and said Single Family Homes shall have no obligation to the HOA upon the recording of this Amended and Restated Declaration; and

WHEREAS; all real property, the title of which was held by the River's Edge Homeowners Association, as set forth in Exhibit "A" be and is transferred, conveyed and quitclaimed to the River's Edge Condominium Association No. 1 as Common Elements. All personal property heretofore owned by the River's Edge Homeowners Association shall be and is transferred, conveyed and sold to the River's Edge Condominium Association No. 1.

NOW, THEREFORE, the Board of Directors of the Association, for the purposes above set forth, DECLARES AS FOLLOWS:

## ARTICLE ONE

### Definitions

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

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

1.02 BOARD: The board of directors of the Condominium Association, as constituted at any time or from time to time.

1.03 BUILDING: A portion of the Condominium Property which consists of a structure which contains Dwelling Units.

1.04 BY-LAWS: The By-Laws of the Condominium Association which are attached hereto as Exhibit C.



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1.05 CITY: The City of Chicago, Illinois or any successor thereto.

1.06 COMMON ELEMENTS: All of the Condominium Property, except the Dwelling Units.

1.07 COMMON EXPENSES: The expenses of administration (including management and professional services) of the Property; except as otherwise specifically provided herein, the cost of maintenance, repair, and replacement of the Common Elements; except as specifically provided herein, the cost of additions, alterations, or improvements to the Common Elements; the cost of insurance required or permitted to be obtained by Board under Article Five; utility expenses for the Common Elements; any expenses designated as Common Expenses by the Act, this Declaration, or the By-Laws; if not separately metered or charged to the Owners, the cost of waste removal, scavenger services, water, sewer, or other necessary utility services to the Buildings, and any other expenses lawfully incurred by or on behalf of the Condominium Association for the common benefit of all of the Owners.

1.08 CONDOMINIUM ASSOCIATION OR ASSOCIATION: The River's Edge Condominium Association No. 1, an Illinois not-for-profit corporation, its successors and assigns.

1.09 COUNTY: Cook County, Illinois.

1.10 DECLARATION: This Amended and Restated Declaration with all Exhibits hereto, as amended or supplemented from time to time.

1.11 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto.

1.12 DWELLING UNIT: A part of the Condominium Property, including one or more rooms, designed or intended for independent residential use and having lawful access to a public way. Each Dwelling Unit shall consist of the space enclosed and bounded by the planes constituting the boundaries of such Dwelling Unit as shown on the Plat and the fixtures and improvements located wholly within such boundaries which serve such Dwelling Unit exclusively. A Dwelling Unit shall not include the following, wherever located:

(a) any structural components of a Building; or

(b) any component of a system which serves more than one Dwelling Unit where such component is an integral part of such system and is not intended to serve the Dwelling Unit exclusively.

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Each Dwelling Unit is identified on the Plat by a distinguishing number or other symbol. The legal description of each Dwelling Unit shall refer to such identifying number or symbol and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

1.13 **FIRST MORTGAGE:** A bona fide first mortgage, first trust deed or equivalent security interest covering a Unit Ownership.

1.14 **FIRST MORTGAGEE:** The holder of a First Mortgage.

1.15 **LIMITED COMMON ELEMENTS:** A portion or portions of the Common Elements which are designated by this Declaration or the Plat as being a Limited Common Element appurtenant to and for the exclusive use of Owners of one or more, but less than all, of the Dwelling Units. Any balcony, porch or patio adjoining or serving a Dwelling Unit shall be a Limited Common Element appurtenant to such Dwelling Unit. Without limiting the foregoing, the Limited Common Elements assigned and appurtenant to each Dwelling Unit shall include the following ("Exclusive Limited Common Elements"): (a) perimeter doors (including garage doors) and windows which serve the Dwelling Unit, (b) the interior surface of perimeter walls, ceilings and floors which define the boundary planes of the Dwelling Unit, and (c) any system or component part thereof which serves the Dwelling Unit exclusively to the extent that such system or component part is located outside the boundaries of the Dwelling Unit. Each parking space and each storage space delineated on the Plat shall be a Limited Common Element appurtenant to the Dwelling Unit to which it is assigned. The list of assigned parking spaces and storage spaces is referenced in Exhibit B of this Declaration.

1.16 **MAJORITY OR MAJORITY OF THE UNIT OWNERS:** The owners without regard to their number of more than 50% in the aggregate in interest of the entire undivided ownership of the Common Elements. Any specified percentage of Unit Owners shall mean those Owners who own, in the aggregate, such specified percentage of the entire undivided ownership interest in the Common Elements.

1.17 **OWNER:** A Record owner, whether one or more Persons, of fee simple title to any Dwelling Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.18 **PARCEL:** The real estate which is legally described in Exhibit A hereto from time, to time, together with all rights appurtenant thereto.

1.19 **PERSON:** A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

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1.20 **PLAT:** The plat or plats of survey attached to the Original Declaration as Exhibit C, as such exhibit was amended or supplemented from time to time, which set forth the measurements, elevations, and locations of the Condominium Property, the location of the planes which constitute the perimeter boundaries of each Dwelling Unit, a distinguishing number or other symbol to identify each Dwelling Unit and such other data as may be required by the Act or this Declaration. Said Plat is incorporated by reference only.

1.21 **PROPERTY OR CONDOMINIUM PROPERTY:** All the land, property, space comprising the Parcel, all improvements and structures erected, constructed or contained therein, thereon or thereunder, including buildings, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owners, hereby or hereafter submitted and subjected to the provisions of this Declaration and the Act as part of the Condominium Property.

1.22 **RECORD:** To record with the Recorder of Deeds of the County.

1.23 **RESIDENT:** An individual who resides in a Dwelling Unit and who is either an Owner, a tenant of the Owner, a contract purchaser of the Dwelling Unit, or a relative of any such Owner, tenant or contract purchaser.

1.24 **UNDIVIDED INTEREST:** The percentage of ownership interest in the Common Elements appurtenant to a Dwelling Unit as herein and hereafter allocated on Exhibit B hereto.

1.25 **UNIT OWNERSHIP:** A part of the Condominium Property consisting of one Dwelling Unit and its Undivided Interest.

1.26 **VOTING MEMBER:** The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Four.

## ARTICLE TWO

### Scope of Declaration and Certain Property Rights

2.01 **REAL ESTATE SUBJECT TO DECLARATION:** The Original Declaration subjected and submitted the Parcel and Property to the provisions of the Act and the Original Declaration.

2.02 **CONVEYANCES SUBJECT TO DECLARATION:** All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be

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deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the Condominium Property, and their respective heirs, successors, personal representatives or assigns. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved, or declared by this Declaration, as fully and completely as though they were set forth in their entirety in any such document.

**2.03 ENCROACHMENTS:** In the event that, by reason of the construction, repair, reconstruction, settlement or shifting of the Condominium Property or any part thereof, (a) any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Dwelling Unit, or (b) any part of any Dwelling Unit encroaches or shall hereafter encroach upon any part of any other Dwelling Unit or the Common Elements, then, in any such case, there shall be deemed to be an easement in favor of the Owners for the maintenance and use of any of the Common Elements which may encroach upon a Dwelling Unit and there shall be deemed to be an easement in favor of any Owner for the exclusive use of any part of his Dwelling Unit which shall encroach upon the Common Elements or any other Dwelling Unit; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the intentional, willful or negligent conduct of such Owner or his agent.

## **2.04 OWNERSHIP OF COMMON ELEMENTS.**

(a) Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners. Each Dwelling Unit's corresponding percentage of ownership in the Common Elements (Undivided Interest) has been determined as required under the Act and set forth in Exhibit B attached hereto. Exhibit B may not be changed without unanimous written approval of all Owners and all First Mortgagees, except as permitted under the Act. The Common Elements shall remain undivided and no Owner shall bring any action for partition.

(b) The Common Elements shall also include any Community Areas formerly located on or in the River's Edge Homeowners Association.

## **2.05 OWNERS' RIGHTS TO USE THE COMMON ELEMENTS:**

(a) Each Owner shall have the right to use the Common Elements (except the Limited Common Elements or portions occupied pursuant to leases, licenses or concessions made by the Board) in common with all other Owners, as may be required

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for ingress and egress to and from his respective Dwelling Unit, and for such other purposes not prohibited hereunder.

(b) Each Owner shall have the right to the exclusive use and possession of the Exclusive Limited Common Elements which serve his Dwelling Unit. Each Owner shall have the right to the nonexclusive use, in common with other Owners, of the Limited Common Elements which serve his Dwelling Unit and the Dwelling Units of such other Owners.

(c) The rights to use and possess the Common Elements, including the Limited Common Elements, as herein provided, shall extend to each Owner, and the agents, servants, tenants, and invitees of each Owner and such rights and easements shall be subject to and governed by the provisions of the Act, this Declaration, the By-Laws, and the reasonable rules and regulations of the Board.

**2.06 LEASE OF COMMON ELEMENTS:** The Board shall have the right and authority, subject to the provisions of this Declaration and the By-Laws, to lease or grant licenses or concessions with regard to parts of the Common Elements (other than Limited Common Elements). The rental, fees and terms of any such lease, license or concession shall be determined by the Board and any and all proceeds therefrom shall be used to pay the Common Expenses and shall be taken into account in the preparation of the annual budget.

**2.07 UTILITY AND ACCESS EASEMENTS:** Each Owner of a Dwelling Unit shall have a non-exclusive easement for vehicular and pedestrian access over and across roadways and walkways from time to time located on the Condominium Property, including, without limitation, those roadways and walkways which provide access to public ways. All public and private utilities serving the Condominium Property are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Condominium Property for the purpose of providing utility services to the Development Area. The County, the City and any municipality or other governmental authority which has jurisdiction over the Development Area or which undertakes to provide services to the Development Area are hereby declared, granted and reserved access easements for ingress and egress to, over and across the Condominium Property for the purpose of providing any such services. The owners from time to time of portions of the Development Area which are not part of the Condominium Property are hereby granted and reserved a perpetual, non-exclusive easement of access over and across the roads and streets located on the Common Elements.

**2.08 ADDITIONAL EASEMENTS:** In addition to the easements provided for herein, the Board, on behalf of all of the Owners, shall have the right and power (a) to

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grant such easements with respect to the Common Elements (except the Limited Common Elements) as the Board deems necessary and proper, including, without limitation, access easements for emergency and service vehicles operated by any governmental authority or private enterprise and/or easements related to the installation and operation of a cable or satellite television system or other communication systems and/or (b) to cancel, alter, change or modify any easement which affects the Common Elements and does not benefit an Owner, as the Board shall, in its discretion, determine. Each Person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Unit Ownership, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Condominium Association and duly Recorded.

**2.09 BOARD'S RIGHT OF ENTRY:** The Board or its agents, upon reasonable notice or, in the case of an emergency, without notice, shall have the right to enter any Dwelling Unit, including any of the appurtenant Limited Common Elements, when necessary in exercise of its authority under Section 3.02, or in connection with any maintenance, repair and replacement for which the Board is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, as a Common Expense.

**2.10 SEPARATE MORTGAGES:** Each Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance or other lien on his respective Unit Ownership. No 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 Condominium Property or any part thereof, except only to the extent of his Unit Ownership.

**2.11 REAL ESTATE TAXES:** Real estate taxes, special assessments, and any other special taxes or charges of the State of Illinois or any duly authorized subdivision or agency thereof, are to be separately taxed to each Owner for his Unit Ownership, as provided in the Act. In the event that for any year a tax bill is issued with respect to a portion of the Condominium Property other than on a Dwelling Unit by Dwelling Unit basis, then:

(a) The Owners of Dwelling Units in a particular Building shall be responsible for the payment of that portion, if any, of the bill which is allocable to the Dwelling Units in the Building where the Dwelling Units have not been separately taxed but where other Dwelling Units in the Condominium Property have been separately taxed. In such

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case the amount payable by each Owner shall be based on the relative Undivided Interests of the affected Dwelling Units;

(b) Where the bill affects the Condominium Property as a whole or portions of the Common Elements and not Dwelling Units, then each Owner shall pay his proportionate share thereof in accordance with his Undivided Interest;

(c) Any amounts payable by an Owner under (a) or (b) above may, by action of the Board, become a charge hereunder payable by the Owner to the Condominium Association and failure of an Owner to pay any such charge to the Condominium Association shall give rise to a lien against the Owner's Dwelling Unit under Section 6.01.

Upon the affirmative vote of Voting Members representing a majority of the votes in the Condominium Association or the affirmative vote of two-thirds of the members of the Board, the Board, on behalf of all the Owners, shall have the authority to seek relief for the Owners from any such taxes, special assessments or charges, and any expenses incurred in connection therewith shall be Common Expenses.

2.12 LEASE OF DWELLING UNIT: Any Owner shall have the right to lease all (and not less than all) of his Dwelling Unit subject to the provisions of subsections (a) and (b) below:

(a) No Dwelling Unit shall be leased for less than seven (7) days or for hotel or transient purposes.

(b) Any lease shall be in writing and shall provide that such lease shall be subject to the terms of the Declaration, Bylaws and rules and regulations of the Association and that any failure of the lessee to comply with the terms of the Declaration, Bylaws and the rules and regulations shall be a default under the lease. The lessee shall be bound by the provisions of the Declaration, Bylaws and rules and regulations, regardless of whether the lease specifically refers to the Declaration, Bylaws or rules and regulations.

2.13 CERTAIN STRUCTURES NOT CONSTITUTING PART OF A UNIT: Except as a tenant-in-common with all other Unit Owners, no Unit Owner shall own any pipes wires, conduits, public utility lines, ducts or structural components running through his Unit and serving more than his Unit, whether or not such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

2.14 GUEST PRIVILEGES: The rights to use the Common Elements contained herein shall extend to the Unit Owner and the members of the immediate family and authorized occupants, tenants, guests, visitors, agents, servants, invitees,

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customers and licensees of the Unit Owner, subject to reasonable rules and regulations with respect thereto.

2.15 **DISCLAIMER OF BAILEE LIABILITY:** Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, nor any Unit Owner shall be considered a bailee of any personal property stored in the Common Elements and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

## ARTICLE THREE

### Use, Occupancy and Maintenance of the Property

#### 3.01 MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON ELEMENTS:

(a) Except as otherwise specifically provided in this Declaration, decorating, maintenance, repair and replacement of the Common Elements shall be furnished by the Association as part of the Common Expenses.

(b) Except as hereinafter provided, with respect to a particular category or class of Limited Common Elements (other than the Exclusive Limited Common Elements appurtenant to a Dwelling Unit), instead of furnishing the maintenance, repair or replacement of such category or class of Limited Common Elements as a Common Expense, the Board may, in its discretion, (i) require each Owner to furnish such services to the Limited Common Elements which are appurtenant to his Dwelling Unit at his own expense, or (ii) furnish such services to the Limited Common Elements but assess the cost thereof directly to the Owners of Dwelling Units benefited thereby on the basis of Undivided Interests, in equal shares or such other reasonable basis as the Board shall deem appropriate.

#### 3.02 MAINTENANCE, REPAIR AND REPLACEMENT OF DWELLING UNITS AND EXCLUSIVE LIMITED COMMON ELEMENTS:

(a) Each Owner shall furnish and be responsible, at his expense, for all of the maintenance, repairs and replacements within his Dwelling Unit and the Exclusive Limited Common Elements and shall keep them in good condition and repair. The Board may, in its discretion, cause maintenance services to be performed within a Dwelling Unit or to the Exclusive Limited Common Elements appurtenant thereto upon the request of an Owner and may charge a reasonable fee for such services. Without limiting the foregoing, to the extent that insurance carried by the Condominium Association covers damage to a Dwelling Unit or the Exclusive Limited Common



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Elements appurtenant thereto (including, without limitation, broken windows or perimeter doors), the Condominium Association shall make any insurance proceeds received by the Condominium Association as a result of any such damage available to the Owner to pay for or reimburse the Owner for payment of the cost of repairing the damage.

(b) Whenever the Board shall determine, in its discretion, that any maintenance, repair, or replacement of any Dwelling Unit or the Exclusive Limited Common Elements is necessary to protect the Common Elements or any other portion of the Condominium Property (i) if such work is made necessary through the fault of the Owner, then the Board may direct the Owner thereof to perform such maintenance, repair, or replacement and pay the cost thereof to the extent not covered by insurance, if any, carried by the Condominium Association, including, without limitation, the deductible amount under any applicable insurance policy, or (ii) if such work is made necessary through no fault of the Owner, then the Board may cause the work to be done and may, in its discretion, assess the cost thereof directly to the Owners of the Dwelling Units, or Exclusive Limited Common Elements appurtenant thereto, with respect to which the work is done on the basis of Undivided Interests, equal shares or such other reasonable basis as the Board shall deem appropriate. If an Owner fails or refuses to perform any such maintenance, repair, or replacement within a reasonable time after being so directed by the Board pursuant to the preceding sentence, then the Board may cause such maintenance, repair, or replacement to be performed at the expense of such Owner. The determination of whether or not the work is made necessary through the fault of the Owner shall be made by the Board and such determination shall be final and binding.

### 3.03 ADDITIONS, ALTERATIONS OR IMPROVEMENTS:

(a) The Board may authorize and charge as a Common Expense (or in the case of Limited Common Elements may charge the Owners benefited thereby) any additions, alterations, or improvements to the Common Elements. Subject to the provisions of Section 6.06, the cost of any such work to the Common Elements may be paid out of a special assessment.

(b) Without the prior written consent of the Board, an Owner shall not make any additions, alterations or improvements (including, without limitation, installation of storm windows, storm doors, plantings, landscaping, or painting, staining, or changes to the color of exterior surfaces of the Building or any patio or deck) to any part of the Common Elements which is visible from outside of the Dwelling Unit; or make any additions, alterations or improvements to his Dwelling Unit or to the Exclusive Limited Common Elements appurtenant thereto where such work alters the structure of the Dwelling Unit or increases the cost of insurance required to be carried by the

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Condominium Association hereunder. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by an Owner (i) upon the Owner's agreement that any addition, alteration or improvement will be substantially similar in quality of construction and design to any similar, addition, alteration or improvement as originally constructed and (ii) upon Owner's agreement either (A) 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 (B) to pay to the Condominium Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by an Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

(1) Require the Owner to remove the addition, alteration or improvement and restore the Condominium Property to its original condition, all at the Owner's expense; or

(2) If the Owner refuses or fails to properly perform the work required under (1), then, subject to the provisions of Section 7.01, the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or

(3) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

**3.04 DAMAGE CAUSED BY OWNER:** If, due to the act of or the neglect of a Resident of a Dwelling Unit, a household pet, guest or other occupant or invitee of such Resident, damage shall be caused to a part of the Condominium Property and maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then the Owner of the Dwelling Unit in which such Resident resides shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the Board, to the extent not covered by insurance, if any, carried by the Condominium Association, including, without limitation, the deductible amount under any applicable insurance policy.

### 3.05 USE RESTRICTIONS:

(a) Except as provided in subsections (b) and (c) of this Section, each Dwelling Unit shall be used only as a residence and no industrial business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Condominium Property.

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(b) No Resident shall be precluded with respect to his Dwelling Unit, from (i) maintaining a personal professional library, (ii) keeping his personal business records or accounts therein, or (iii) handling his personal business or professional calls or correspondence therefrom.

(c) To the extent permitted under applicable laws and ordinances, a Resident may conduct an in-home business in a Dwelling Unit.

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

3.07 USE AFFECTING INSURANCE: Nothing shall be done or kept in any Dwelling Unit or in the Common Elements which will increase the rate of insurance on the Condominium Property or contents thereof, without prior written consent of the Board. No Owner shall permit anything to be done or kept in his Dwelling Unit or in the Common Elements which will result in the cancellation of insurance on the Condominium Property, or contents thereof, or which would be in violation of any law or ordinance.

3.08 SIGNS: "For Sale", "For Rent" or any other sign of any kind or other form of solicitation, advertising or window display shall be maintained or permitted on the Condominium Property subject to reasonable rules adopted by the Board from time to time.

3.09 ANIMALS: No animals shall be kept or raised in the Common Elements. No more than two (2) pets may be kept in any Dwelling Unit. No pet may be kept or raised for commercial purposes. The Board may from time to time adopt rules and regulations governing the keeping of pets in the Dwelling Units. Such rules and regulations may prohibit certain species of pets or pets of more than a specified weight from being kept in the Dwelling Units. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from a Dwelling Unit upon three (3) days' written notice from the Board to the Owner of the Dwelling Unit containing such pet, and the decision of the Board shall be final.

3.10 ANTENNAE: No mast, satellite dish, antennae 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 exterior of a Building without the prior written approval of the Board. Any owner interested in installing a satellite dish one

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meter or less in diameter should notify the Board and obtain instructions for installation within seven (7) days from the date of installation. Satellite dishes greater than one (1) meter in diameter are prohibited. Satellite dishes may only be installed on portions of property within the owner's exclusive use or control. Any deviations must be approved by the Board of Directors prior to the installation of the satellite dish. No more than one (1) antenna of each provider may be installed.

3.11 OTHER STRUCTURES: No structure of a temporary character, including, without limitation, a trailer, recreational vehicle, mobile home, tent, solarium, greenhouse, shack or other out-building shall be used, stored or maintained anywhere in or on the Condominium Property either temporarily or permanently, except as expressly approved, in writing, by the Board.

3.12 STRUCTURAL IMPAIRMENT: Nothing shall be done in, on or to any part of the Condominium Property which would impair the structural integrity of any Building or structure located on the Condominium Property.

3.13 PROSCRIBED ACTIVITIES: No noxious or offensive activity shall be carried on in the Condominium Property and nothing shall be done in the Condominium Property, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the Dwelling Units. Without limiting the foregoing, no stereo speakers or other sound equipment shall be installed in or attached to the wall between two separate Dwelling Units.

3.14 NO UNSIGHTLY USES: 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 of the Board. The Condominium Property shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board.

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

(1) All requests for modification to a Unit, Common Elements or Limited Common Elements must be in writing.

(2) The Board may request copies of plans, specifications, drawings, certifications and other reasonable documentation for its review.

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(3) The Board may establish reasonable guidelines for construction of any addition, improvement or modification.

(4) All work must be approved by the Board prior to commencing construction.

(5) The Board may require the Unit Owner or Resident to return the modification(s) to its original condition at Unit Owner's expense upon sale or transfer of Unit Ownership.

(6) The Board shall have the authority to establish a fee for administration and documentation associated with Residents moving in and out of the premises, including a security deposit for damages to the Common Elements.

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

3.17 **OCCUPANTS:** The provisions of the Act, this Declaration and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease executed in connection with a Unit. The Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board not later than the date of occupancy or within ten (10) days after the lease is executed, whichever comes first. The Association may prohibit a tenant from occupying a Unit until the Unit Owner complies with the leasing requirements prescribed by this paragraph. The Board may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any breach by tenant of any covenants, rules, regulations or bylaws. The remedies set forth in Article IX of the Code of Civil Procedure shall be available to the Association and against the Unit Owner and the Unit Owner's lessee in the event of any violation of this paragraph or of any other provision of this Declaration concerning Unit leasing

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## 3.18 RULES AND REGULATIONS:

(a) The use and enjoyment of the Condominium Property shall be subject to reasonable rules and regulations duly adopted by the Board from time to time; provided that prior to adoption of any such rules, there shall first be held a meeting of the Board or Owners (if required by the Act) to discuss the proposed rules and all Owners are furnished with a copy of the proposed rule and notice of the meeting as required by the Act.

(b) Without limiting the foregoing, the Board may adopt rules and regulations requiring Owners or tenants of Owners to post a deposit with the Board in a reasonable amount as determined by the Board to ensure that no damage is caused to the Condominium Property because of the Owner or his tenants moving in or out of the Dwelling Unit.

(c) Without limiting the foregoing, the Board may levy a reasonable charge upon the Owners for a violation of a rule or regulation, in accordance with the procedures set forth in Section 7.05 and the By-Laws.

## ARTICLE FOUR

### The Condominium Association

4.01 THE CONDOMINIUM ASSOCIATION: The Condominium Association has been and shall be incorporated as a not-for-profit corporation. The Condominium Association shall be the governing body for all of the Owners and for the administration and operation of the Buildings as provided in the Act, this Declaration and the By-Laws. All agreements and determinations lawfully made by the Condominium Association shall be deemed to be binding on all Owners and their respective successors and assigns.

### 4.02 MEMBERSHIP:

(a) There shall be only one class of membership in the Condominium Association. The Owner of each Dwelling Unit shall be a member of the Condominium Association. There shall be one membership per Unit Ownership. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be the sole qualification for membership. The Condominium Association shall be given written notice of a proposed change of ownership of a Dwelling Unit within ten (10) days prior to such change.

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(b) One individual shall be designated as the "Voting Member" for each Unit Ownership. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners.

4.03 THE BOARD: The Board shall consist of the number of individuals provided for in Section 5.01 of the By-Laws, each of whom shall be an Owner. The Board shall be elected at each annual meeting of the Owners as provided in the By-Laws.

4.04 VOTING RIGHTS: Whenever a vote of the Owners of the Condominium Association is required, at any meeting of such Owners or otherwise, such votes shall be cast by the Voting Members or their proxies; provided that a Resident who is a contract purchaser of a Dwelling Unit from a contract seller shall have the right to vote for directors of the Condominium Association after the Turnover Date unless such contract seller expressly retains such right in writing. Except as otherwise specifically required under the Act, this Declaration or the By-Laws, each Voting Member shall have one vote for each Dwelling Unit which he represents.

4.05 DIRECTOR AND OFFICER LIABILITY: Neither the directors nor officers of the Condominium Association shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors or officers, except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Condominium Association shall indemnify and hold harmless each of the directors and each of the officers, his heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and the officers on behalf of the Owners or the Condominium Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, administrative, or other, in which a director or officer may be involved by virtue of such person being or having been a director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as a director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as a director or officer.

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## ARTICLE FIVE

### Insurance/Condemnation

5.01 INSURANCE: The Board shall have the authority to and shall obtain insurance for the Property as follows:

(a) Physical damage insurance on the Property (but excluding additions, alterations, improvements and betterments to the Units), subject to the following conditions:

(i) Such insurance shall be "bare wall" insurance with respect to the Units;

(ii) The Property shall be insured for an amount not less than one hundred percent (100%) of its full insurable replacement cost on a blanket basis;

(iii) Replacement cost values are to be reviewed annually by an independent appraiser, and the insurance policy or policies shall be endorsed with an agreed amount clause. The cost of any and all appraisals for insurance purposes shall be Common Expenses;

(iv) Perils to be covered by such policies shall be no less than "all risk" or "special form" on real property and "broad form" named perils on personal property, sewer backup, earthquake, flood, and such other perils as may be deemed appropriate by the Board.

(v) The insurance maintained by the Association must include the Units, the Limited Common Elements except as otherwise determined by the Board, and the Common Elements. The insurance need not cover improvements and betterments to the units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected.

Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall and ceiling coverings. "Improvements and betterments" means all decorating, fixtures and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, and built-in cabinets installed by Unit Owners.

(b) Commercial General Liability insurance covering personal injury and property damage insuring against hazards of premises operation, products and



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completed operations contractual liability, personal injury liability (with exclusions (a) and (c) deleted), independent contractors and other extensions as deemed necessary by the Board. Such insurance shall provide limits of liability as deemed desirable by the Board, but in no event for less than One Million Dollars (\$1,000,000.00) with respect to each occurrence. Such policy shall be endorsed to cover cross-liability claims of one insured against the other.

(c) Liability insurance in excess of the required Comprehensive General Liability and Employer Liability policies in an amount deemed desirable by the Board but in no event less than One Million Dollars (\$1,000,000.00) with respect to each occurrence. Such policy shall be no less than "following form" coverage of the primary liability policies.

(d) Worker's Compensation and Employer Liability (minimum amount \$100,000) as necessary to comply with applicable laws, including Voluntary Compensation to cover employees not covered under the Illinois statute for benefits.

(e) A fidelity bond insuring the Association, the Board and the Unit Owners against loss of funds as a result of the fraudulent or dishonest acts of any employee of the Association or its management agent or of any other person handling the funds of the Association, the Board or the Unit Owners in such amounts as the Board shall deem necessary but not less the level of funds within the custody or control of the Association at any time, plus reserves. The premium for such fidelity bond shall be a Common Expense. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond shall provide that it may not be canceled for non-payment of any premiums or otherwise substantially modified without thirty (30) days prior written notice to all holders of first mortgages of record. The Association must obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund.

(f) Directors and Officers Liability insurance in such amounts as the Board shall determine to be reasonable.

(g) Such other insurance, which may include, without limitation, any or all of the following, in such amounts as the Board shall deem desirable; Plate Glass insurance; 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;

The premiums for the above described insurance and bond shall be Common Expenses.

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(h) 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 Owners who caused the damage or from whose Units the damage or cause of loss originated; or (iii) require the Unit Owners of the Units affected to pay the deductible amount.

(i) All policies of insurance of the character described in this Section 5.01 (a) shall be without contribution as respects other such policies of insurance carried individually by the Unit Owners whether such other insurance covers their respective Units and/or the additions and improvements made by such Unit Owners to their respective Unit;

(j) Shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefore, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act; and

(k) Shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days' prior written notice to the mortgagee of each Unit. Policies of insurance of the character described in this Section 5.04 may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance of the character described in this Section 5.01(a), any losses under such policies shall be payable, and all insurance proceeds recovered shall be applied and disbursed, in accordance with the provisions of this Declaration.

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

**5.02 INSURANCE TRUSTEE/USE OF PROCEEDS:** The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of \$100,000.00 in the aggregate, the Board shall engage a corporate trustee as aforesaid. In the event of any loss resulting in the destruction of the major portion of one

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or more Dwelling Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the First Mortgagee or any Owner of any Dwelling Unit so destroyed. The rights of First Mortgagees under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act and this Declaration with respect to the application of insurance proceeds to the repair or reconstruction of the Dwelling Units or Common Elements. Payment by an insurance company to the Board or to such corporate trustee of the Proceeds of any policy, and the receipt of a release from the Board of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

**5.03 OWNER'S RESPONSIBILITY:** Each Owner shall obtain his own insurance on the contents of his own Dwelling Unit and furnishings and personal property therein, and his personal property stored elsewhere on the Condominium Property, and his personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as above provided, and the Board shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Owners. Each Owner shall promptly report, in writing to the Board, any betterments or improvements to his Dwelling Unit without prior request from the Board. Unless otherwise specifically agreed to by the Board, the Owner shall be responsible for insuring any such betterments and improvements to his Dwelling Unit and the Board shall not be responsible for obtaining insurance on such betterments or improvements and shall not be obligated to apply any insurance proceeds from policies it is obligated to maintain hereunder to restore the affected Dwelling Unit to a condition better than the condition existing prior to the making of such betterments or improvements.

**5.04 WAIVER OF SUBROGATION:** Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Condominium Association, its directors and officers, the manager and the managing agent if any, and their respective employees and agents, for damage to the Common Elements, the Dwelling Units, or to any personal property located in the Dwelling 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, and to the extent this release is allowed by policies for such fire or other casualty insurance.

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## 5.05 REPAIR OR RECONSTRUCTION:

(a) In the case of damage by fire or other disaster to a portion of the Condominium Property (a "Damaged Improvement") where the insurance proceeds are sufficient to repair or reconstruct the Damaged Improvement, then the proceeds shall be used by the Condominium Association to repair or reconstruct the Damaged Improvement.

(b) In the case of damage by fire or other disaster to a portion of the Condominium Property where the insurance proceeds are insufficient to repair or reconstruct the Damaged Improvement as provided under the Act or the Damaged Improvement cannot be reconstructed as originally designed and built because of zoning, building or other applicable laws, ordinances or regulations, the following procedure shall be followed:

(1) A meeting of the Owners shall be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims or (ii) the expiration of ninety (90) days after the occurrence which caused the damage.

(2) At the meeting, the Board shall present a plan for the repair or reconstruction of the Damaged Improvement and an estimate of the cost of repair or reconstruction, together with an estimate of the amount thereof which must be raised by way of special assessment and a proposed schedule for the collection of a special assessment to pay the excess cost.

(3) A vote shall then be taken on the question of whether or not the Damaged Improvement shall be repaired or reconstructed based on the information provided by the Board under (2) above, including the proposed special assessment. The Damaged Improvement shall be repaired or reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of Voting Members representing at least three-fourths (3/4) of the votes cast.

(4) If the Voting Members do not vote to repair or reconstruct the Damaged Improvement at the meeting provided for in (1) above, then the Board may, at its discretion, call another meeting or meetings of the Owners to reconsider the question of whether or not the Damaged Improvement shall be repaired or reconstructed. If the Voting Members do not vote to repair or reconstruct the Damaged Improvement within 180 days after the occurrence which caused the damage, then the Board may (but shall not be obligated to) in its discretion Record a notice as permitted under the Act.

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(5) If (i) the Voting Members do not vote to repair or reconstruct the Damaged Improvement under Subsection (4) above, and (ii) the Board does not Record a notice as permitted under the Act, then the Board may, with the consent of Owners representing 75% of the Undivided Interests of Dwelling Units in such Building and First Mortgagees representing 75% of the Dwelling Units (by number) subject to First Mortgages in the Building, amend this Declaration to withdraw the Building which includes the Damaged Improvement as permitted under the Act. If a Building is withdrawn, then the amendment shall provide that the portion of the Condominium Property which is so withdrawn shall be owned by the Owners of Dwelling Units in such withdrawn portion as tenants-in-common with each Owner's interest being determined based on the relative Undivided Interests of the Dwelling Units in the Building prior to withdrawal. The amendment shall reallocate the Undivided Interests of the remaining Dwelling Units based on the procedure set out in Exhibit A. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Owner shall be made to such Owner and his First Mortgagee, as their interests may appear, on an equitable basis, determined by the Board, as provided in the Act. From and after the effective date of the amendment referred to above in this paragraph, the Owner of a Dwelling Unit located in the Building which is withdrawn shall have no responsibility for the payment of assessments which would have been payable with respect to the Dwelling Unit if the amendment had not been Recorded.

(c) If the Damaged Improvement is repaired or reconstructed, it shall be done in a workmanlike manner and the Damaged Improvement, as repaired or reconstructed, shall be substantially similar in design and construction to the improvements on the Condominium Property as they existed prior to the damage with any variations or modifications required to comply with applicable law.

(d) If the Damaged Improvement is not repaired or reconstructed, then the damaged portion of the Building shall be razed, or secured and otherwise maintained in conformance with the rules or standards adopted from time to time by the Board.

## 5.06 CONDEMNATION:

(a) In the case of a taking or condemnation by competent authority of any part of the Condominium Property, the Condominium Association shall, if necessary, restore the improvements in the remaining portion of the Condominium Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. Any proceeds or awards paid to the Condominium Association shall be applied first to the cost of any restoration and any remaining portion of such proceeds or awards shall be, in the

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discretion of the Board, either (i) applied to pay the Common Expenses or (ii) distributed to the remaining Owners and their respective First Mortgagees, as their interests may appear, based on their current Undivided Interests. Each Owner appoints the Condominium Association as attorney-in-fact for the purpose of representing him 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 or more Dwelling Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Declaration and the Act and the court which has jurisdiction of the action shall adjust the Undivided Interests of the remaining Dwelling Units in a just and equitable manner and as provided under the Act, and if the court fails to make such adjustment, such adjustment may be made by the Board. The President and Secretary of the Condominium Association shall execute and Record an instrument on behalf of the Condominium Association as required by the Act which amends this Declaration, effective as of the effective date of the taking or condemnation, to reflect the removal of property and adjustments, if any, in the Undivided Interests as a result of an occurrence covered by this Section. From and after the effective date of the amendment referred to in the preceding sentence, the Owner of a Dwelling Unit which is removed in part or in whole from the provisions of this Declaration shall only be liable for the payment of assessments based on the Undivided Interest, if any, allocated to the Dwelling Unit in the amendment.

## ARTICLE SIX

### Assessments

6.01 CREATION OF LIEN AND PERSONAL OBLIGATION: Each Owner of a Unit Ownership, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be and is deemed to covenant and hereby agrees to pay to the Condominium Association such assessments or other charges or payments as are levied pursuant to the provisions of this Declaration. Such assessments, or other charges or payments, together with interest thereon and costs of collection, if any, as herein provided, shall be a charge on the Unit Ownership and shall be a continuing lien upon the Unit Ownership against which each such assessment is made. Each such assessment, or other charge or payment, together with such interests and costs, shall also be the personal obligation of the Owner of such Unit Ownership at the time when the assessment or other charge or payment is due.

6.02 PURPOSE OF ASSESSMENTS: The assessments levied by the Condominium Association shall be exclusively for the purposes of promoting the

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recreation, health, safety, and welfare of members of the Condominium Association, to administer the affairs of the Condominium Association, and to pay the Common Expenses.

**6.03 ANNUAL ASSESSMENT:** Each year at least sixty (60) days before the end of the Condominium Association's fiscal year, and at least twenty-five (25) days before final adoption thereof, the Board shall furnish each Owner with a proposed budget for the ensuing fiscal year which shall show the following, with reasonable explanations and itemizations:

(a) The estimated Common Expenses with an allocation of portions thereof for the payment of real estate taxes, if any;

(b) The estimated amount, if any, to maintain adequate reserves for Common Expenses;

(c) The estimated net available cash receipts from sources other than assessments, including, without limitation, receipts from any leases, licenses or concessions;

(d) The amount of the "Annual Assessment", which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above;

(e) That portion of the Annual Assessment which shall be payable by the Owner with respect to his Dwelling Unit each month until the next Annual Assessment or revised Annual Assessment becomes effective, which monthly portion shall be equal to one twelfth (1/12th) of the Annual Assessment multiplied by the Dwelling Unit's Undivided Interest.

The Board shall also have the authorization to charge each Unit, on an equal or actual cost basis, for maintenance, repair and replacement of the sidewalks and parking areas, snow removal, landscaping, as well as cable or other communication service fees. These costs shall not be part of the regular budgeted expenses but shall be separately charged back to each unit per this provision.

**6.04 PAYMENT OF ASSESSMENTS:** On or before the first day of the fiscal year, and on or before the first day of each and every month thereafter until the effective date of the next Annual Assessment, each Owner of a Dwelling Unit shall pay to the Condominium Association, or as it may direct, that portion of the Annual Assessment, which is payable by such Owner.

**6.05 REVISED ASSESSMENT:** If the Annual Assessment proves to exceed funds reasonably needed, then the Board may decrease the assessments payable

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under Section 6.03 as of the first day of a month by the giving of written notice thereof (together with a revised budget for the balance of the year and reasons for the decrease) not less than ten (10) days prior to the effective date of the decreased assessment.

6.06 SPECIAL ASSESSMENT: The Board may levy a special or separate assessment (i) to pay (or build up reserves to pay) extraordinary expenses incurred (or to be incurred) by the Condominium Association for a specific purpose including, without limitation, to make major repairs, additions, alterations or improvements to the Common Elements, or (ii) to cover an unanticipated deficit under the current or prior year's budget. Each Owner shall be responsible for the payment of the amount of the special or separate assessment multiplied by his Dwelling Unit's Undivided Interest or, in the case of a special assessment for repairs, additions, alterations or improvements to Limited Common Elements, in the shares provided for or chosen by the Board hereunder. The Board shall serve notice no less than ten (10) days but not more than thirty (30) days prior to the adoption thereof of a special assessment on all Owners by a statement in writing giving the amount and reasons therefor, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the current or prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

(A) Except as otherwise provided herein, in the event the Board adopts a budget requiring assessment against the Unit Owners in any fiscal year exceeding one hundred and fifteen percent (115%) of the sum of all regular and separate assessments for the preceding year, the Board, upon written petition by the Voting Members with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Voting Members within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the votes of the Voting Members present are cast at the meeting to reject the budget or separate assessment, the budget or separate assessment shall be deemed to be ratified regardless of whether or not a quorum is present.

(B) Any Common Expenses not set forth in the budget or any increase in assessment over the amount adopted in the budget shall be separately assessed against all Unit Owners. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Unit Owner approval or the provisions herein. As used herein, "emergency" means immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.



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(C) 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.

6.07 ANNUAL REPORT: On or before April 1<sup>st</sup> of each year, the Board shall furnish each Owner with an itemized account of the Common Expenses for such fiscal year actually incurred or paid, together with an indication of which portions of the Common Expenses for such fiscal year were incurred or paid for capital expenditures or repairs or the payments of real estate taxes, if any, and with a tabulation of the amounts collected for the Annual Assessment and showing the net excess or deficit of income over expenditures, plus reserves.

6.08 CAPITAL RESERVE: The Condominium Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Common Elements, including a reserve fund for replacements (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Elements and equipment owned by the Condominium Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Elements or the purchase of equipment to be used by the Condominium Association in connection with its duties hereunder. The Capital Reserve may be built up by special assessment or out of the Annual Assessment as provided in the budget. Each budget shall disclose that percentage of the Annual Assessment which shall be added to the Capital Reserve and shall also disclose (i) which portion thereof is for capital expenditures with respect to the Common Elements and (ii) which portion thereof is for capital expenditures with respect to property owned or to be owned by the Condominium Association. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Common Elements shall be held by the Condominium Association as agent and trustee for the Owners of Dwelling Units with respect to which the Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Condominium Association by the Owners.

6.09 NON-PAYMENT OF ASSESSMENTS: Any assessments or other charges or payments which an Owner is required to make or is liable for hereunder which are not paid when due shall be deemed delinquent. If an assessment or other charge or payment is not paid within thirty (30) days after the due date, it shall bear interest from the due date at the contract rate permitted in Illinois, but not to exceed eighteen percent (18%) per annum, and the Board (i) may bring an action against the Owner personally obligated to pay the same, together with interest, costs and reasonable attorneys' fees of any such action, which shall be added to the amount of such assessment or other

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charge or payment and shall be included in any judgment rendered in such action and (ii) may enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may in its discretion charge reasonable late fees for the late payment of assessments or other charges. No Owner may waive or otherwise escape liability for the assessments or other charges or payment provided for herein by nonuse, abandonment or transfer of his Dwelling Unit.

**6.10 CONDOMINIUM ASSOCIATION'S LIEN SUBORDINATED TO MORTGAGES:** The lien on each Unit Ownership provided for in Section 6.01 for assessments or other charges or payments shall be subordinate to the lien of any First Mortgage on the Unit Ownership Recorded prior to the date that any such assessments or other charges or payments become due. Except as hereinafter provided, the lien provided for in Section 6.01 shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure of a First Mortgage, such transfer of title shall to the extent permitted by law extinguish the lien for any assessments or other charges or payments under Section 6.01 which became due prior to (i) the date of the transfer of title or (ii) the date on which the transferee comes into possession of the Dwelling Unit, whichever occurs first. However, the transferee of a Unit Ownership shall be liable for his share of any assessments or other charges or payments with respect to which a lien against his Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Owners pursuant to a subsequently adopted annual, revised or special assessment, and nonpayment thereof shall result in a lien against the transferee's Unit Ownership as provided in Section 6.01. If for any reason the Owner of a Dwelling Unit is permitted to remain in possession of his Dwelling Unit during the pendency of a foreclosure action with respect to the Dwelling Unit, the Owner shall be required to pay a reasonable rental for such right and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect such rental.

**6.11 STATEMENT OF ACCOUNT:** Upon seven (7) days' notice to the Board and the payment of a reasonable fee, if any, which may be set by the Board, any Owner shall be furnished with a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from the Owner as of the date of the statement. The statement shall be executed by a duly authorized officer or agent of the Condominium Association and shall be binding on the Condominium Association.

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## ARTICLE SEVEN

### Remedies for Breach or Violation

7.01 SELF-HELP BY BOARD: Subject to the provisions of Section 7.05, in the event of a violation by an Owner of the provisions, covenants or restrictions of the Act, this Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, the Board, upon not less than ten (10) days prior written notice, shall have the right to enter upon that part of the Condominium Property where the violation or breach exists and summarily abate, remove or do whatever else may be necessary to correct such violation or breach, provided, however, that where the violation or breach involves an improvement located within the boundaries of a Dwelling Unit, judicial proceedings shall be instituted before any items of construction can be altered or demolished. Any and all expenses in connection with the exercise of the right provided by this section shall be charged to and assessed against the violating Owner.

7.02 INVOLUNTARY SALE: Subject to the provisions of Section 7.05, if any Owner (either by his own conduct or by the conduct of any Resident) shall violate any of the covenants or restrictions or provisions of this Declaration, the By-Laws, or the rules or regulations adopted by the Board, and such violations shall not be cured within thirty (30) days after notice in writing from the Board, or shall reoccur more than once thereafter, then the Board shall have the power to issue to said defaulting Owner a 10-day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Dwelling Unit, and thereupon an action may be filed by the Board against said defaulting Owner for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Dwelling Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Condominium 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, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Owner in the decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Dwelling Unit and to immediate possession of the Dwelling Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the Dwelling Unit so purchased subject to this Declaration.

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7.03 **FORCIBLE DETAINER:** In the event that an Owner is delinquent in payment of his proportionate share of the Common Expenses or any other charges or payments required to be paid by the Owner hereunder, the Board shall have the right to take possession of the Owner's Dwelling Unit and to maintain for the benefit of all other Owners an action for possession in the manner prescribed by "An Act in Regard to Forcible Entry and Detainer" (as may be recodified), as provided in the Act.

7.04 **OTHER REMEDIES OF THE BOARD:** In addition to or in conjunction with the remedies set forth above, in the event of a violation by an Owner of the Act, this Declaration, the By-Laws, or rules and regulations of the Board, the Board may levy reasonable fines or the Board or its agents shall have the right to bring an action at law or in equity against the Owner and/or others as permitted by law including, without limitation, (i) to foreclose a lien against the Unit Ownership, (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection thereof, (iv) for any combination of the remedies set forth in this Article or (v) for any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in this Article may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to enforce any provisions of this Declaration, the By-Laws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

7.05 **ENFORCEMENT BY THE BOARD:** Prior to the imposition of any fine and concurrently with the sending of the initial notices described in Section 7.01 and 7.02, the Board shall notify the Owner or Resident, as the case may be, in writing of the violation of the rule or regulation and the Board's proposed remedy. Any Owner or Resident who receives such notice may, within fourteen (14) days after receipt of such notice, demand a hearing before the Board or its authorized committee. At such hearing a member of the Board shall present to the Owner or Resident the grounds for the notice and the Owner or Resident shall have an opportunity to challenge such grounds and to present any evidence on his behalf subject to such reasonable rules of procedure as may be established by the Board or its authorized committee, which rules shall adhere to the generally accepted standards of due process. If the Owner or Resident demands a hearing as herein provided, such hearing shall be held within a reasonable time period after the Board receives the demand and no action shall be taken by the Board until the hearing has been held and notice of the decision of the Board or its authorized committee and the terms thereof has been delivered to the Owner or Resident. The decision of the Board or its authorized committee shall be rendered within a reasonable time period after the hearing and such decision shall be final and binding on the parties.

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7.06 COSTS AND EXPENSES: All expenses incurred by the Board in connection with the enforcement of the provisions of this Declaration or in connection with the exercise of its rights and remedies under this Article, including without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the contract rate of interest then permitted in Illinois until paid but not to exceed eighteen percent (18%) per annum, shall be charged to and assessed against the defaulting Owner, and the Condominium Association shall have a lien for all the same upon such Owner's Unit Ownership, as provided in Section 6.01.

7.07 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Unit Ownership to enforce any lien created hereunder.

## ARTICLE EIGHT

### Records of the Association

#### 8.01 AVAILABILITY FOR EXAMINATION:

(A) In addition to the provisions contained herein, managing company or the Board shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the Unit Owners or their First Mortgagees and their duly authorized agents or attorneys:

- (1) The Association's Declaration, Bylaws, and Plats of Survey, and all amendments of these;
- (2) The rules and regulations, if any;
- (3) If the Association is incorporated as a corporation, the articles of incorporation of the Association and all amendments to the articles of incorporation;
- (4) Minutes of all meetings of the Association and its Board of Directors for the immediately preceding seven (7) years;
- (5) All current policies of insurance of the Association;
- (6) All contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the Unit Owners have obligations or liabilities;

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(7) A current listing of the names, addresses, and weighted vote of all Owners entitled to vote;

(8) Ballots and proxies related to ballots for all matters voted on by the Unit Owners of the Association during the immediately preceding twelve (12) months, including but not limited to the election of members of the Board of Directors; and

(9) The books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts and expenditures.

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

Any Unit Owner who prevails in an enforcement action to compel examination of records described in subparagraphs (1), (2), (3), (4), and (5) of subsection (A) of this Section shall be entitled to recover reasonable attorney's fees and costs from the Association.

(C) Except as otherwise provided in subsection (E) of this Section, any Unit Owner of the Association shall have the right to inspect, examine, and make copies of the records described in subparagraphs (6), (7), (8), and (9) of subsection (A) of this Section, in person or by agent, at any reasonable time or times but only for a proper purpose, at the Association's principal office. In order to exercise this right, the Unit Owner must submit a written request, to the Board or its authorized agent, stating with particularity the records sought to be examined and a proper purpose for the request. Subject to the provisions of subsection (E) of this Section, failure of the Board to make available all records so requested within thirty (30) business days of receipt of the Unit Owner's written request shall be deemed a denial; provided, however, that if the Association has adopted a secret ballot election process as provided in Section 18 of the Act shall not be deemed to have denied a Unit Owner's request for records described in subparagraph (8) of subsection (a) of this Section if voting ballots, without identifying unit numbers, are made available to the requesting Unit Owner within thirty (30) days of receipt of the Unit Owner's written request. In an action to compel examination of records described in subparagraphs (6), (7), (8), and (9) of subsection

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(A) of this Section, 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 subparagraphs (6), (7), (8), and (9) of subsection (A) of this Section shall be entitled to recover reasonable attorney's 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.

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

(E) Notwithstanding the provisions of subsection (C) of this Section, unless otherwise directed by court order, the Association need not make the following records available for inspection, examination, or copying by its Unit Owners:

(1) Documents relating to appointment, employment, discipline, or dismissal of Association employees;

(2) Documents relating to actions pending against or on behalf of the Association or its Board of Directors in a court or administrative tribunal;

(3) Documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or its Board of Directors in a court or administrative tribunal;

(4) Documents relating to common expenses or other charges owed by a Unit Owner other than the requesting Unit Owner; and

(5) 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.

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

**8.02 RESALE OF UNIT:** The Board shall provide documents as required and in accordance with Section 22.1 of the Act.

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## ARTICLE NINE

### Amendments

AMENDMENT BY OWNERS: Subject to the provisions of Article Ten, and except as otherwise provided in the Act, the provisions of this Declaration may be amended, modified, enlarged or otherwise changed in whole or in part by the affirmative vote of Voting Members (either in person or by proxy), or by an instrument executed by Owners, representing at least 75% of the Undivided Interests; except that (i) provisions relating to the rights of the City may only be amended with the written consent of the City, (ii) the provisions of Article Ten and the provisions of this Article may be amended only with the written consent of Eligible Mortgagees as provided in Section 10.02. No amendment shall become effective until Recorded.

## ARTICLE TEN

### Rights of First Mortgagees

10.01 NOTICE TO FIRST MORTGAGEES: Each Owner shall notify the Condominium Association of the name and address of his First Mortgagee or its servicing agent, if any, and shall promptly notify the Condominium Association of any change in such information. The Condominium Association shall maintain a record of such information with respect to all Dwelling Units. Each First Mortgagee shall have the right to examine the books and records of the Condominium Association at any reasonable time and to have an audited statement of the Condominium Association's operations prepared for a fiscal year at its own expense. Upon the specific written request of a First Mortgagee to the Board, the First Mortgagee shall receive some or all of the following as designated in the request:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Condominium Association to the Owner of the Dwelling Unit covered by the First Mortgagee's First Mortgage;

(b) Any audited or unaudited financial statements of the Condominium Association which are prepared for the Condominium Association and distributed to the Owners;

(c) Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;

(d) Notice of any proposed action which would require the consent of a specified percentage of Eligible Mortgagees pursuant to Section 10.02;



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(e) Notice of the decision of the Owners to make any material amendment to this Declaration, the By-Laws, or the Articles of Incorporation of the Condominium Association;

(f) Notice of substantial damage to or destruction of any Dwelling Unit (in excess of \$1,000) or any part of the Common Elements (in excess of \$10,000);

(g) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Condominium Property;

(h) Notice of any default of the Owner of the Dwelling Unit which is subject to, the First Mortgagee's First Mortgage, where such default is not cured by the Owner within thirty (30) days after the giving of notice by the Condominium Association to the Owner of the existence of the default; or

(i) The right to be treated as an "Eligible Mortgagee" for purposes of Section 10.02.

(j) Copies of any written notice received by the Association of lapse, cancellation or material change in any insurance policy or fidelity bond carried by the Condominium Association.

The request of a First Mortgagee shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Condominium Association. Failure of the Condominium Association to provide any of the foregoing to a First Mortgagee who has made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The Condominium Association need not inquire into the validity of any request made by a First Mortgagee hereunder and in the event of multiple requests from purported First Mortgagees of the same Unit Ownership, the Condominium Association shall honor the most recent request received.

## 10.02 CONSENT OF ELIGIBLE MORTGAGEES:

(a) In addition to any requirements or prerequisite provided for elsewhere in this Declaration, the consent of Eligible Mortgagees holding, in the aggregate, First Mortgages on at least sixty-seven percent (67%) of the Unit Ownerships (by number) which are subject to First Mortgages held by Eligible Mortgagees will be required for the Condominium Association to do or permit to be done any of the following:

(1) Adoption of an amendment to this Declaration which changes or adds to provisions of the Declaration relating to (i) voting rights; (ii) assessments, assessment liens, or the priority of assessment liens; (iii) reserves for maintenance, repair, and replacement of Common Elements; (iv) responsibility

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for maintenance and repairs; (v) reallocation of interests in the Common Elements (including Limited Common Elements) or rights to their use; (vi) redefinition of any Dwelling Unit boundaries; (vii) convertibility of Dwelling Units into Common Elements or Common Elements into Dwelling Units; (viii) insurance or fidelity bond requirements; (ix) leasing of Dwelling Units; (x) imposition of any restrictions on an Owner's right to sell or transfer his Dwelling Unit;

(2) The abandonment or termination of the condominium;

(3) The partition or subdivision of a Dwelling Unit;

(4) 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 Condominium Property and except for the encumbrance, sale or transfer of an Undivided Interest in connection with the encumbrance, sale or transfer of a Unit Ownership);

(5) The sale of the Condominium Property;

(6) The removal of a portion of the Condominium Property from the provisions of the Act and this Declaration; or

(7) Restoration or repair of the Condominium Property (after a hazard damage or partial condemnation) in a manner other than as specified in this Declaration or the use of hazard insurance proceeds for losses to the Condominium Property (whether to Dwelling Units or to the Common Elements) for other than the repair, replacement, or reconstruction of the damaged portion of the Condominium Property; provided, that, such consent of Eligible Mortgagees will not be required with respect to any action under (1) through (7) above which is permitted under Article Eight hereof.

(b) Whenever required, the consent of an Eligible Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the Eligible Mortgagee within thirty (30) days after making the request for consent by Registered or Certified Mail, Return Receipt Requested.

**10.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS:** In the event of (i) any distribution of any insurance proceeds hereunder as a result of substantial damage to, or destruction of, any part of the Condominium Property or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Condominium Property, any such distribution shall be made to the Owners and their respective First Mortgagees, as

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their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Dwelling Unit with respect to any such distribution to or with respect to such Dwelling Unit; provided, that, nothing in this Section shall be construed to deny to the Condominium Association the right to apply any such proceeds to repair or replace damaged portions of the Condominium property or to restore what remains of the Condominium Property after condemnation or taking by eminent domain of a part of the Condominium Property.

## ARTICLE ELEVEN

### Miscellaneous

11.01 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions and reservations, by legislation, judgment or court order shall not affect any liens, charges, rights, benefits and privileges and other provisions of this Declaration, which shall remain in full force and effect.

11.02 NOTICES: Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Owner as it appears on the records of the Condominium Association at the time of such mailing, or upon personal delivery to the Owner's Dwelling Unit, or by electronic means as permitted by the Act.

11.03 CAPTIONS/CONFLICTS: The Article and Section headings herein are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between the statements made in the recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions contained in the body of this Declaration shall govern. In the event of any conflict between the terms hereof and applicable codes and ordinances of the City, the ordinances and codes of the City shall prevail as long as such ordinances and codes do not conflict with the Act, in which case the Act shall prevail.

11.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the living lawful descendants of Donald J. Trump, the President of the United States at the time of Recording of this Declaration.

11.05 TITLE HOLDING LAND TRUST: In the event title to any Unit Ownership is conveyed to a title holding trust, under the terms of which all powers of management,

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operation and control of the Dwelling 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, charges or payments hereunder and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit Ownership.

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APPROVED THIS 18<sup>th</sup> DAY OF May, 2018.

RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1

Cher Wilkewicz  
Judith K Mann  
John Cassini

William Brennan  
Wayne Harbert

Being no less than two-thirds (2/3) of the Board of Directors for River's Edge Condominium Association No. 1

Subscribed and sworn to before me

this 18 day of May, 2018.

Lori Gordon  
Notary Public Lori Gordon



My Commission Expires: 9/12/18

RIVER'S EDGE HOMEOWNERS ASSOCIATION

Charles Erickson  
Beth Atkins  
Eric Godwin

Wayne Harbert  
Shelby M. Morrow

Being no less than two-thirds (2/3) of the Board of Directors for River's Edge Homeowners Association

Subscribed and sworn to before me

this 18 day of May, 2018.

Lori Gordon  
Notary Public Lori Gordon



My Commission Expires: 9/12/18

**UNOFFICIAL COPY****EXHIBIT A**Legal description

Lots 1 through 5, both inclusive, in River's Edge Subdivision, a subdivision of part of the Northeast ¼ of Section 10, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, created pursuant to a plat of subdivision recorded on April 5, 1995, as Document No. 95229405.

Unit	Pin	Commonly known as (for informational purposes only)
201	13-10-200-026-1001	5225 N RIVERSEDGE TER 201 CHICAGO, IL. 60630-1737
202	13-10-200-026-1002	5225 N RIVERSEDGE TER 202 CHICAGO, IL. 60630-1737
203	13-10-200-026-1003	5225 N RIVERSEDGE TER 203 CHICAGO, IL. 60630-1737
204	13-10-200-026-1004	5225 N RIVERSEDGE TER 204 CHICAGO, IL. 60630-1737
205	13-10-200-026-1005	5225 N RIVERSEDGE TER 205 CHICAGO, IL. 60630-1737
206	13-10-200-026-1006	5225 N RIVERSEDGE TER 206 CHICAGO, IL. 60630-1737
207	13-10-200-026-1007	5225 N RIVERSEDGE TER 207 CHICAGO, IL. 60630-1737
208	13-10-200-026-1008	5225 N RIVERSEDGE TER 208 CHICAGO, IL. 60630-1737
209	13-10-200-026-1009	5225 N RIVERSEDGE TER 209 CHICAGO, IL. 60630-1737
210	13-10-200-026-1010	5225 N RIVERSEDGE TER 210 CHICAGO, IL. 60630-1737
211	13-10-200-026-1011	5225 N RIVERSEDGE TER 211 CHICAGO, IL. 60630-1737
212	13-10-200-026-1012	5225 N RIVERSEDGE TER 212 CHICAGO, IL. 60630-1737
213	13-10-200-026-1013	5225 N RIVERSEDGE TER 213 CHICAGO, IL. 60630-1737
214	13-10-200-026-1014	5225 N RIVERSEDGE TER 214 CHICAGO, IL. 60630-1737
215	13-10-200-026-1015	5225 N RIVERSEDGE TER 215 CHICAGO, IL. 60630-1737
301	13-10-200-026-1016	5225 N RIVERSEDGE TER 301 CHICAGO, IL. 60630-1748
302	13-10-200-026-1017	5225 N RIVERSEDGE TER 302 CHICAGO, IL. 60630-1748
303	13-10-200-026-1018	5225 N RIVERSEDGE TER 303 CHICAGO, IL. 60630-1748
304	13-10-200-026-1019	5225 N RIVERSEDGE TER 304 CHICAGO, IL. 60630-1748
305	13-10-200-026-1020	5225 N RIVERSEDGE TER 305 CHICAGO, IL. 60630-1748
306	13-10-200-026-1021	5225 N RIVERSEDGE TER 306 CHICAGO, IL. 60630-1748
307	13-10-200-026-1022	5225 N RIVERSEDGE TER 307 CHICAGO, IL. 60630-1748
308	13-10-200-026-1023	5225 N RIVERSEDGE TER 308 CHICAGO, IL. 60630-1748
309	13-10-200-026-1024	5225 N RIVERSEDGE TER 309 CHICAGO, IL. 60630-1748
310	13-10-200-026-1025	5225 N RIVERSEDGE TER 310 CHICAGO, IL. 60630-1748
311	13-10-200-026-1026	5225 N RIVERSEDGE TER 311 CHICAGO, IL. 60630-1748
312	13-10-200-026-1027	5225 N RIVERSEDGE TER 312 CHICAGO, IL. 60630-1748
313	13-10-200-026-1028	5225 N RIVERSEDGE TER 313 CHICAGO, IL. 60630-1748
314	13-10-200-026-1029	5225 N RIVERSEDGE TER 314 CHICAGO, IL. 60630-1748
315	13-10-200-026-1030	5225 N RIVERSEDGE TER 315 CHICAGO, IL. 60630-1748
401	13-10-200-026-1031	5225 N RIVERSEDGE TER 401 CHICAGO, IL. 60630-1744
402	13-10-200-026-1032	5225 N RIVERSEDGE TER 402 CHICAGO, IL. 60630-1744
403	13-10-200-026-1033	5225 N RIVERSEDGE TER 403 CHICAGO, IL. 60630-1744
404	13-10-200-026-1034	5225 N RIVERSEDGE TER 404 CHICAGO, IL. 60630-1744
405	13-10-200-026-1035	5225 N RIVERSEDGE TER 405 CHICAGO, IL. 60630-1744

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Unit	Pin	Commonly known as (for informational purposes only)
406	13-10-200-026-1036	5225 N RIVERSEDGE TER 406 CHICAGO, IL. 60630-1744
407	13-10-200-026-1037	5225 N RIVERSEDGE TER 407 CHICAGO, IL. 60630-1744
408	13-10-200-026-1038	5225 N RIVERSEDGE TER 408 CHICAGO, IL. 60640-1744
409	13-10-200-026-1039	5225 N RIVERSEDGE TER 409 CHICAGO, IL. 60630-1744
410	13-10-200-026-1040	5225 N RIVERSEDGE TER 410 CHICAGO, IL. 60630-1744
411	13-10-200-026-1041	5225 N RIVERSEDGE TER 411 CHICAGO, IL. 60630-1744
412	13-10-200-026-1042	5225 N RIVERSEDGE TER 412 CHICAGO, IL. 60630-1744
413	13-10-200-026-1043	5225 N RIVERSEDGE TER 413 CHICAGO, IL. 60630-1744
414	13-10-200-026-1044	5225 N RIVERSEDGE TER 414 CHICAGO, IL. 60630-1744
415	13-10-200-026-1045	5225 N RIVERSEDGE TER 415 CHICAGO, IL. 60630-1744
501	13-10-200-026-1046	5225 N RIVERSEDGE TER 501 CHICAGO, IL. 60630-1749
502	13-10-200-026-1047	5225 N RIVERSEDGE TER 502 CHICAGO, IL. 60630-1749
503	13-10-200-026-1048	5225 N RIVERSEDGE TER 503 CHICAGO, IL. 60630-1749
504	13-10-200-026-1049	5225 N RIVERSEDGE TER 504 CHICAGO, IL. 60630-1749
505	13-10-200-026-1050	5225 N RIVERSEDGE TER 505 CHICAGO, IL. 60630-1749
506	13-10-200-026-1051	5225 N RIVERSEDGE TER 506 CHICAGO, IL. 60630-1749
507	13-10-200-026-1052	5225 N RIVERSEDGE TER 507 CHICAGO, IL. 60630-1749
508	13-10-200-026-1053	5225 N RIVERSEDGE TER 508 CHICAGO, IL. 60630-1749
509	13-10-200-026-1054	5225 N RIVERSEDGE TER 509 CHICAGO, IL. 60630-1749
210	13-10-200-026-1055	5225 N RIVERSEDGE TER 510 CHICAGO, IL. 60630-1749
511	13-10-200-026-1056	5225 N RIVERSEDGE TER 511 CHICAGO, IL. 60630-1749
512	13-10-200-026-1057	5225 N RIVERSEDGE TER 512 CHICAGO, IL. 60630-1749
513	13-10-200-026-1058	5225 N RIVERSEDGE TER 513 CHICAGO, IL. 60630-1749
514	13-10-200-026-1059	5225 N RIVERSEDGE TER 514 CHICAGO, IL. 60630-1749
515	13-10-200-026-1060	5225 N RIVERSEDGE TER 515 CHICAGO, IL. 60630-1749
2-201	13-10-200-026-1061	5255 N RIVERSEDGE TER 201 CHICAGO, IL. 60630-1745
2-202	13-10-200-026-1062	5255 N RIVERSEDGE TER 202 CHICAGO, IL. 60630-1745
2-203	13-10-200-026-1063	5255 N RIVERSEDGE TER 203 CHICAGO, IL. 60630-1745
2-204	13-10-200-026-1064	5255 N RIVERSEDGE TER 204 CHICAGO, IL. 60630-1745
2-205	13-10-200-026-1065	5255 N RIVERSEDGE TER 205 CHICAGO, IL. 60630-1745
2-206	13-10-200-026-1066	5255 N RIVERSEDGE TER 206 CHICAGO, IL. 60630-1745
2-207	13-10-200-026-1067	5255 N RIVERSEDGE TER 207 CHICAGO, IL. 60630-1745
2-208	13-10-200-026-1068	5255 N RIVERSEDGE TER 208 CHICAGO, IL. 60630-1745
2-209	13-10-200-026-1069	5255 N RIVERSEDGE TER 209 CHICAGO, IL. 60630-1745
2-210	13-10-200-026-1070	5255 N RIVERSEDGE TER 210 CHICAGO, IL. 60630-1745
2-211	13-10-200-026-1071	5255 N RIVERSEDGE TER 211 CHICAGO, IL. 60630-1745
2-212	13-10-200-026-1072	5255 N RIVERSEDGE TER 212 CHICAGO, IL. 60630-1745
2-213	13-10-200-026-1073	5255 N RIVERSEDGE TER 213 CHICAGO, IL. 60630-1745
2-301	13-10-200-026-1074	5255 N RIVERSEDGE TER 301 CHICAGO, IL. 60630-1777
2-302	13-10-200-026-1075	5255 N RIVERSEDGE TER 302 CHICAGO, IL. 60630-1776
2-303	13-10-200-026-1076	5255 N RIVERSEDGE TER 303 CHICAGO, IL. 60630-1777
2-304	13-10-200-026-1077	5255 N RIVERSEDGE TER 304 CHICAGO, IL. 60630-1777
2-305	13-10-200-026-1078	5255 N RIVERSEDGE TER 305 CHICAGO, IL. 60630-1777
2-306	13-10-200-026-1079	5255 N RIVERSEDGE TER 306 CHICAGO, IL. 60630-1777
2-307	13-10-200-026-1080	5255 N RIVERSEDGE TER 307 CHICAGO, IL. 60630-1777
2-308	13-10-200-026-1081	5255 N RIVERSEDGE TER 308 CHICAGO, IL. 60630-1777
2-309	13-10-200-026-1082	5255 N RIVERSEDGE TER 309 CHICAGO, IL. 60630-1777

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Unit	Pin	Commonly known as (for informational purposes only)
2-310	13-10-200-026-1083	5255 N RIVERSEDGE TER 310 CHICAGO, IL. 60630-1777
2-311	13-10-200-026-1084	5255 N RIVERSEDGE TER 311 CHICAGO, IL. 60630-1777
2-312	13-10-200-026-1085	5255 N RIVERSEDGE TER 312 CHICAGO, IL. 60630-1777
2-313	13-10-200-026-1086	5255 N RIVERSEDGE TER 313 CHICAGO, IL. 60630-1777
2-401	13-10-200-026-1087	5255 N RIVERSEDGE TER 401 CHICAGO, IL. 60630-1747
2-402	13-10-200-026-1088	5255 N RIVERSEDGE TER 402 CHICAGO, IL. 60630-1747
2-403	13-10-200-026-1089	5255 N RIVERSEDGE TER 403 CHICAGO, IL. 60630-1747
2-404	13-10-200-026-1090	5255 N RIVERSEDGE TER 404 CHICAGO, IL. 60630-1747
2-405	13-10-200-026-1091	5255 N RIVERSEDGE TER 405 CHICAGO, IL. 60630-1747
2-406	13-10-200-026-1092	5255 N RIVERSEDGE TER 406 CHICAGO, IL. 60630-1747
2-407	13-10-200-026-1093	5255 N RIVERSEDGE TER 407 CHICAGO, IL. 60630-1747
2-408	13-10-200-026-1094	5255 N RIVERSEDGE TER 408 CHICAGO, IL. 60630-1747
2-409	13-10-200-026-1095	5255 N RIVERSEDGE TER 409 CHICAGO, IL. 60630-1747
2-410	13-10-200-026-1096	5255 N RIVERSEDGE TER 410 CHICAGO, IL. 60630-1747
2-411	13-10-200-026-1097	5255 N RIVERSEDGE TER 411 CHICAGO, IL. 60630-1747
2-412	13-10-200-026-1098	5255 N RIVERSEDGE TER 412 CHICAGO, IL. 60630-1747
2-413	13-10-200-026-1099	5255 N RIVERSEDGE TER 413 CHICAGO, IL. 60630-1747
2-501	13-10-200-026-1100	5255 N RIVERSEDGE TER 501 CHICAGO, IL. 60630-1785
2-502	13-10-200-026-1101	5255 N RIVERSEDGE TER 502 CHICAGO, IL. 60630-1785
2-503	13-10-200-026-1102	5255 N RIVERSEDGE TER 503 CHICAGO, IL. 60630-1785
2-504	13-10-200-026-1103	5255 N RIVERSEDGE TER 504 CHICAGO, IL. 60630-1785
2-505	13-10-200-026-1104	5255 N RIVERSEDGE TER 505 CHICAGO, IL. 60630-1785
2-506	13-10-200-026-1105	5255 N RIVERSEDGE TER 506 CHICAGO, IL. 60630-1785
2-507	13-10-200-026-1106	5255 N RIVERSEDGE TER 507 CHICAGO, IL. 60630-1785
2-508	13-10-200-026-1107	5255 N RIVERSEDGE TER 508 CHICAGO, IL. 60630-1785
2-509	13-10-200-026-1108	5255 N RIVERSEDGE TER 508 CHICAGO, IL. 60630-1785
2-510	13-10-200-026-1109	5255 N RIVERSEDGE TER 510 CHICAGO, IL. 60630-1785
2-511	13-10-200-026-1110	5255 N RIVERSEDGE TER 511 CHICAGO, IL. 60630-1785
2-512	13-10-200-026-1111	5255 N RIVERSEDGE TER 512 CHICAGO, IL. 60630-1785
2-513	13-10-200-026-1112	5255 N RIVERSEDGE TER 513 CHICAGO, IL. 60630-1785
3-201	13-10-200-026-1113	5320 N LOWELL AVE 201 CHICAGO, IL. 60630-1752
3-202	13-10-200-026-1114	5320 N LOWELL AVE 202 CHICAGO, IL. 60630-1752
3-203	13-10-200-026-1115	5320 N LOWELL AVE 203 CHICAGO, IL. 60630-1752
3-204	13-10-200-026-1116	5320 N LOWELL AVE 203 CHICAGO, IL. 60630-1752
3-205	13-10-200-026-1117	5320 N LOWELL AVE 205 CHICAGO, IL. 60630-1752
3-206	13-10-200-026-1118	5320 N LOWELL AVE 206 CHICAGO, IL. 60630-1752
3-207	13-10-200-026-1119	5320 N LOWELL AVE 207 CHICAGO, IL. 60630-1752
3-208	13-10-200-026-1120	5320 N LOWELL AVE 208 CHICAGO, IL. 60630-1752
3-209	13-10-200-026-1121	5320 N LOWELL AVE 209 CHICAGO, IL. 60630-1752
3-210	13-10-200-026-1122	5320 N LOWELL AVE 210 CHICAGO, IL. 60630-1752
3-211	13-10-200-026-1123	5320 N LOWELL AVE 211 CHICAGO, IL. 60630-1752
3-301	13-10-200-026-1124	5320 N LOWELL AVE 301 CHICAGO, IL. 60630-1780
3-302	13-10-200-026-1125	5320 N LOWELL AVE 302 CHICAGO, IL. 60630-1780
3-303	13-10-200-026-1126	5320 N LOWELL AVE 303 CHICAGO, IL. 60630-1780
3-304	13-10-200-026-1127	5320 N LOWELL AVE 304 CHICAGO, IL. 60630-1780
3-305	13-10-200-026-1128	5320 N LOWELL AVE 305 CHICAGO, IL. 60630-1780
3-306	13-10-200-026-1129	5320 N LOWELL AVE 306 CHICAGO, IL. 60630-1780



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Unit	Pin	Commonly known as (for informational purposes only)
3-307	13-10-200-026-1130	5320 N LOWELL AVE 307 CHICAGO, IL. 60630-1780
3-308	13-10-200-026-1131	5320 N LOWELL AVE 308 CHICAGO, IL. 60630-1780
3-309	13-10-200-026-1132	5320 N LOWELL AVE 309 CHICAGO, IL. 60630-1780
3-310	13-10-200-026-1133	5320 N LOWELL AVE 310 CHICAGO, IL. 60630-1780
3-311	13-10-200-026-1134	5320 N LOWELL AVE 311 CHICAGO, IL. 60630-1780
3-401	13-10-200-026-1135	5320 N LOWELL AVE 401 CHICAGO, IL. 60630-1781
3-403	13-10-200-026-1136	5320 N LOWELL AVE 402 CHICAGO, IL. 60630-1781
3-403	13-10-200-026-1137	5320 N LOWELL AVE 403 CHICAGO, IL. 60630-1781
3-404	13-10-200-026-1138	5320 N LOWELL AVE 404 CHICAGO, IL. 60630-1781
3-406	13-10-200-026-1139	5320 N LOWELL AVE 405 CHICAGO, IL. 60630-1781
3-406	13-10-200-026-1140	5320 N LOWELL AVE 406 CHICAGO, IL. 60630-1781
3-407	13-10-200-026-1141	5320 N LOWELL AVE 407 CHICAGO, IL. 60630-1781
3-408	13-10-200-026-1142	5320 N LOWELL AVE 408 CHICAGO, IL. 60630-1781
3-409	13-10-200-026-1143	5320 N LOWELL AVE 409 CHICAGO, IL. 60630-1781
3-410	13-10-200-026-1144	5320 N LOWELL AVE 410 CHICAGO, IL. 60630-1781
3-411	13-10-200-026-1145	5320 N LOWELL AVE 411 CHICAGO, IL. 60630-1781
3-501	13-10-200-026-1146	5320 N LOWELL AVE 501 CHICAGO, IL. 60630-1766
3-502	13-10-200-026-1147	5320 N LOWELL AVE 502 CHICAGO, IL. 60630-1766
3-503	13-10-200-026-1148	5320 N LOWELL AVE 503 CHICAGO, IL. 60630-1766
3-504	13-10-200-026-1149	5320 N LOWELL AVE 504 CHICAGO, IL. 60630-1766
3-505	13-10-200-026-1150	5320 N LOWELL AVE 505 CHICAGO, IL. 60630-1766
3-506	13-10-200-026-1151	5320 N LOWELL AVE 506 CHICAGO, IL. 60630-1766
3-507	13-10-200-026-1152	5320 N LOWELL AVE 507 CHICAGO, IL. 60630-1766
3-508	13-10-200-026-1153	5320 N LOWELL AVE 508 CHICAGO, IL. 60630-1766
3-509	13-10-200-026-1154	5320 N LOWELL AVE 509 CHICAGO, IL. 60630-1766
3-510	13-10-200-026-1155	5320 N LOWELL AVE 510 CHICAGO, IL. 60630-1766
3-511	13-10-200-026-1156	5320 N LOWELL AVE 511 CHICAGO, IL. 60630-1766
4-201	13-10-200-026-1157	5340 N LOWELL AVE 201 CHICAGO, IL. 60630-1772
4-202	13-10-200-026-1158	5340 N LOWELL AVE 202 CHICAGO, IL. 60630-1772
4-203	13-10-200-026-1159	5340 N LOWELL AVE 203 CHICAGO, IL. 60630-1772
4-204	13-10-200-026-1160	5340 N LOWELL AVE 204 CHICAGO, IL. 60630-1772
4-205	13-10-200-026-1161	5340 N LOWELL AVE 205 CHICAGO, IL. 60630-1772
4-206	13-10-200-026-1162	5340 N LOWELL AVE 206 CHICAGO, IL. 60630-1772
4-207	13-10-200-026-1163	5340 N LOWELL AVE 207 CHICAGO, IL. 60630-1772
4-208	13-10-200-026-1164	5340 N LOWELL AVE 208 CHICAGO, IL. 60630-1772
4-209	13-10-200-026-1165	5340 N LOWELL AVE 209 CHICAGO, IL. 60630-1772
4-210	13-10-200-026-1166	5340 N LOWELL AVE 210 CHICAGO, IL. 60630-1772
4-211	13-10-200-026-1167	5340 N LOWELL AVE 211 CHICAGO, IL. 60630-1772
4-212	13-10-200-026-1168	5340 N LOWELL AVE 212 CHICAGO, IL. 60630-1772
4-213	13-10-200-026-1169	5340 N LOWELL AVE 213 CHICAGO, IL. 60630-1772
4-301	13-10-200-026-1170	5340 N LOWELL AVE 301 CHICAGO, IL. 60630-1771
4-302	13-10-200-026-1171	5340 N LOWELL AVE 302 CHICAGO, IL. 60630-1771
4-303	13-10-200-026-1172	5340 N LOWELL AVE 303 CHICAGO, IL. 60630-1771
4-304	13-10-200-026-1173	5340 N LOWELL AVE 304 CHICAGO, IL. 60630-1771
4-305	13-10-200-026-1174	5340 N LOWELL AVE 305 CHICAGO, IL. 60630-1771
4-306	13-10-200-026-1175	5340 N LOWELL AVE 306 CHICAGO, IL. 60630-1771
4-307	13-10-200-026-1176	5340 N LOWELL AVE 307 CHICAGO, IL. 60630-1771

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Unit	Pin	Commonly known as (for informational purposes only)
4-308	13-10-200-026-1177	5340 N LOWELL AVE 308 CHICAGO, IL. 60630-1771
4-309	13-10-200-026-1178	5340 N LOWELL AVE 309 CHICAGO, IL. 60630-1771
4-310	13-10-200-026-1179	5340 N LOWELL AVE 310 CHICAGO, IL. 60630-1771
4-311	13-10-200-026-1180	5340 N LOWELL AVE 311 CHICAGO, IL. 60630-1771
4-312	13-10-200-026-1181	5340 N LOWELL AVE 312 CHICAGO, IL. 60630-1771
4-313	13-10-200-026-1182	5340 N LOWELL AVE 313 CHICAGO, IL. 60630-1771
4-401	13-10-200-026-1183	5340 N LOWELL AVE 401 CHICAGO, IL. 60630-1768
4-402	13-10-200-026-1184	5340 N LOWELL AVE 402 CHICAGO, IL. 60630-1768
4-403	13-10-200-026-1185	5340 N LOWELL AVE 403 CHICAGO, IL. 60630-1768
4-404	13-10-200-026-1186	5340 N LOWELL AVE 404 CHICAGO, IL. 60630-1768
4-405	13-10-200-026-1187	5340 N LOWELL AVE 405 CHICAGO, IL. 60630-1768
4-406	13-10-200-026-1188	5340 N LOWELL AVE 406 CHICAGO, IL. 60630-1768
4-407	13-10-200-026-1189	5340 N LOWELL AVE 407 CHICAGO, IL. 60630-1768
4-408	13-10-200-026-1190	5340 N LOWELL AVE 408 CHICAGO, IL. 60630-1768
4-409	13-10-200-026-1191	5340 N LOWELL AVE 409 CHICAGO, IL. 60630-1768
4-410	13-10-200-026-1192	5340 N LOWELL AVE 410 CHICAGO, IL. 60630-1768
4-411	13-10-200-026-1193	5340 N LOWELL AVE 411 CHICAGO, IL. 60630-1768
4-412	13-10-200-026-1194	5340 N LOWELL AVE 412 CHICAGO, IL. 60630-1768
4-413	13-10-200-026-1195	5340 N LOWELL AVE 413 CHICAGO, IL. 60630-1768
4-501	13-10-200-026-1196	5340 N LOWELL AVE 501 CHICAGO, IL. 60630-1769
4-502	13-10-200-026-1197	5340 N LOWELL AVE 502 CHICAGO, IL. 60630-1769
4-503	13-10-200-026-1198	5340 N LOWELL AVE 503 CHICAGO, IL. 60630-1769
4-504	13-10-200-026-1199	5340 N LOWELL AVE 504 CHICAGO, IL. 60630-1769
4-505	13-10-200-026-1200	5340 N LOWELL AVE 505 CHICAGO, IL. 60630-1769
4-506	13-10-200-026-1201	5340 N LOWELL AVE 506 CHICAGO, IL. 60630-1769
4-507	13-10-200-026-1202	5340 N LOWELL AVE 507 CHICAGO, IL. 60630-1769
4-508	13-10-200-026-1203	5340 N LOWELL AVE 508 CHICAGO, IL. 60630-1769
4-509	13-10-200-026-1204	5340 N LOWELL AVE 509 CHICAGO, IL. 60630-1769
4-510	13-10-200-026-1205	5340 N LOWELL AVE 510 CHICAGO, IL. 60630-1769
4-511	13-10-200-026-1206	5340 N LOWELL AVE 511 CHICAGO, IL. 60630-1769
4-512	13-10-200-026-1207	5340 N LOWELL AVE 512 CHICAGO, IL. 60630-1769
4-513	13-10-200-026-1208	5340 N LOWELL AVE 513 CHICAGO, IL. 60630-1769
5-201	13-10-200-026-1209	5360 N LOWELL AVE 201 CHICAGO, IL. 60630-1795
5-202	13-10-200-026-1210	5340 N LOWELL AVE 515 CHICAGO, IL. 60630-1779
5-203	13-10-200-026-1211	5360 N LOWELL AVE 203 CHICAGO, IL. 60630-1795
5-204	13-10-200-026-1212	5360 N LOWELL AVE 204 CHICAGO, IL. 60630-1795
5-205	13-10-200-026-1213	5360 N LOWELL AVE 205 CHICAGO, IL. 60630-1795
5-207	13-10-200-026-1214	5360 N LOWELL AVE 206 CHICAGO, IL. 60630-1795
5-207	13-10-200-026-1215	5360 N LOWELL AVE 207 CHICAGO, IL. 60630-1795
5-208	13-10-200-026-1216	5360 N LOWELL AVE 208 CHICAGO, IL. 60630-1795
5-209	13-10-200-026-1217	5360 N LOWELL AVE 209 CHICAGO, IL. 60630-1795
5-210	13-10-200-026-1218	5360 N LOWELL AVE 210 CHICAGO, IL. 60630-1795
5-211	13-10-200-026-1219	5360 N LOWELL AVE 211 CHICAGO, IL. 60630-1795
5-212	13-10-200-026-1220	5360 N LOWELL AVE 212 CHICAGO, IL. 60630-1795
5-213	13-10-200-026-1221	5360 N LOWELL AVE 213 CHICAGO, IL. 60630-1795
5-301	13-10-200-026-1222	5360 N LOWELL AVE 301 CHICAGO, IL. 60630-1796
5-302	13-10-200-026-1223	5360 N LOWELL AVE 302 CHICAGO, IL. 60630-1796

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Unit	Pin	Commonly known as (for informational purposes only)
5-303	13-10-200-026-1224	5360 N LOWELL AVE 303 CHICAGO, IL. 60630-1796
5-304	13-10-200-026-1225	5360 N LOWELL AVE 304 CHICAGO, IL. 60630-1796
5-305	13-10-200-026-1226	5360 N LOWELL AVE 305 CHICAGO, IL. 60630-1796
5-306	13-10-200-026-1227	5360 N LOWELL AVE 306 CHICAGO, IL. 60630-1796
5-307	13-10-200-026-1228	5360 N LOWELL AVE 307 CHICAGO, IL. 60630-1796
5-308	13-10-200-026-1229	5360 N LOWELL AVE 308 CHICAGO, IL. 60630-1796
5-309	13-10-200-026-1230	5360 N LOWELL AVE 309 CHICAGO, IL. 60630-1796
5-310	13-10-200-026-1231	5360 N LOWELL AVE 310 CHICAGO, IL. 60630-1796
5-311	13-10-200-026-1232	5360 N LOWELL AVE 311 CHICAGO, IL. 60630-1796
5-312	13-10-200-026-1233	5360 N LOWELL AVE 312 CHICAGO, IL. 60630-1796
5-313	13-10-200-026-1234	5360 N LOWELL AVE 313 CHICAGO, IL. 60630-1796
5-401	13-10-200-026-1235	5360 N LOWELL AVE 401 CHICAGO, IL. 60630-2600
5-402	13-10-200-026-1236	5360 N LOWELL AVE 402 CHICAGO, IL. 60630-2600
5-403	13-10-200-026-1237	5360 N LOWELL AVE 403 CHICAGO, IL. 60630-2600
5-404	13-10-200-026-1238	5360 N LOWELL AVE 404 CHICAGO, IL. 60630-2600
5-405	13-10-200-026-1239	5360 N LOWELL AVE 405 CHICAGO, IL. 60630-2600
5-406	13-10-200-026-1240	5360 N LOWELL AVE 406 CHICAGO, IL. 60630-2600
5-407	13-10-200-026-1241	5360 N LOWELL AVE 407 CHICAGO, IL. 60630-2600
5-408	13-10-200-026-1242	5360 N LOWELL AVE 408 CHICAGO, IL. 60630-2600
5-409	13-10-200-026-1243	5360 N LOWELL AVE 409 CHICAGO, IL. 60630-2600
5-410	13-10-200-026-1244	5360 N LOWELL AVE 410 CHICAGO, IL. 60630-2600
5-411	13-10-200-026-1245	5360 N LOWELL AVE 411 CHICAGO, IL. 60630-2600
5-412	13-10-200-026-1246	5360 N LOWELL AVE 412 CHICAGO, IL. 60630-2600
5-413	13-10-200-026-1247	5360 N LOWELL AVE 413 CHICAGO, IL. 60630-2600
5-501	13-10-200-026-1248	5360 N LOWELL AVE 501 CHICAGO, IL. 60630-2696
5-502	13-10-200-026-1249	5360 N LOWELL AVE 502 CHICAGO, IL. 60630-2696
5-503	13-10-200-026-1250	5360 N LOWELL AVE 503 CHICAGO, IL. 60630-2696
5-504	13-10-200-026-1251	5360 N LOWELL AVE 504 CHICAGO, IL. 60630-2696
5-505	13-10-200-026-1252	5360 N LOWELL AVE 505 CHICAGO, IL. 60630-2696
5-506	13-10-200-026-1253	5360 N LOWELL AVE 506 CHICAGO, IL. 60630-2696
5-507	13-10-200-026-1254	5360 N LOWELL AVE 507 CHICAGO, IL. 60630-2696
5-508	13-10-200-026-1255	5360 N LOWELL AVE 508 CHICAGO, IL. 60630-2696
5-509	13-10-200-026-1256	5360 N LOWELL AVE 509 CHICAGO, IL. 60630-2696
5-510	13-10-200-026-1257	5360 N LOWELL AVE 510 CHICAGO, IL. 60630-2696
5-511	13-10-200-026-1258	5360 N LOWELL AVE 511 CHICAGO, IL. 60630-2696
5-512	13-10-200-026-1259	5360 N LOWELL AVE 512 CHICAGO, IL. 60630-2696
5-513	13-10-200-026-1260	5360 N LOWELL AVE 513 CHICAGO, IL. 60630-2696
6	13-10-202-001-0000	5363 N LOWELL AVE CHICAGO, IL. 60630-1754
7	13-10-202-002-0000	5361 N LOWELL AVE CHICAGO, IL. 60630-1754
8	13-10-202-003-0000	4324 W SUMMERDALE AVE CHICAGO, IL. 60630-1754
9	13-10-202-004-0000	4322 W SUMMERDALE AVE CHICAGO, IL. 60630-1754
10	13-10-202-005-0000	4320 W SUMMERDALE AVE CHICAGO, IL. 60630-1754
11	13-10-202-006-0000	4318 W SUMMERDALE AVE CHICAGO, IL. 60630-1754
12	13-10-202-007-0000	4316 W SUMMERDALE AVE CHICAGO, IL. 60630-1754
13	13-10-202-008-0000	4314 W SUMMERDALE AVE CHICAGO, IL. 60630-1754
14	13-10-202-009-0000	4315 W SUMMERDALE AVE CHICAGO, IL. 60630-1755
15	13-10-202-010-0000	4317 W SUMMERDALE AVE CHICAGO, IL. 60630-1755

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Unit	Pin	Commonly known as (for informational purposes only)
16	13-10-202-011-0000	4319 W SUMMERDALE AVE CHICAGO, IL. 60630-1755
17	13-10-202-012-0000	4321 W SUMMERDALE AVE CHICAGO, IL. 60630-1755
18	13-10-202-013-0000	4323 W SUMMERDALE AVE CHICAGO, IL. 60630-1755
19	13-10-202-014-0000	4325 W SUMMERDALE AVE CHICAGO, IL. 60630-1755
20	13-10-202-015-0000	4324 W BERWYN AVE CHICAGO, IL. 60630-1757
21	13-10-202-016-0000	4322 W BERWYN AVE CHICAGO, IL. 60630-1757
22	13-10-202-017-0000	4320 W BERWYN AVE CHICAGO, IL. 60630-1757
23	13-10-202-018-0000	4318 W BERWYN AVE CHICAGO, IL. 60630-1757
24	13-10-202-019-0000	4316 W BERWYN AVE CHICAGO, IL. 60630-1757
25	13-10-202-020-0000	4314 W BERWYN AVE CHICAGO, IL. 60630-1757
Pt 1	13-10-200-012-0000	VACANT RIVERSEDGE TER CHICAGO, IL 60630
26	13-10-200-017-0000	VACANT RIVERSEDGE TER CHICAGO, IL 60630
Pt 2	13-10-200-021-0000	VACANT RIVERSEDGE TER CHICAGO, IL 60630
Pt 3	13-10-200-023-0000	VACANT RIVERSEDGE TER CHICAGO, IL 60630
Pts 4&5	13-10-200-025-0000	VACANT RIVERSEDGE TER CHICAGO, IL 60630

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## EXHIBIT B

### River's Edge Condominium Association No. 1 Undivided Interests

Dwelling				Undivided
Unit No.	Model	Parking. Space	Storage Space	interest
201	E	P51	S51	0.004323
202	L	P24	S24	0.003672
203	K	P50	S50	0.003790
204	K	P49	S49	0.003790
205	A	P2	S2	0.003686
206	J	P33	S39	0.003197
207	B	P35	S35	0.002879
208	G	P11	S11	0.004806
209	H	P23	S23	0.003999
210	L	P8	S8	0.003680
211	J	P32	S32	0.003197
212	C	P28	S28	0.003790
213	C	P25	S25	0.003790
214	A	P59	S59	0.003686
215	F	P14	S14	0.004979
301	E	P10	S10	0.004323
302	L	P57	S57	0.003672
303	K	P9	S9	0.003790
304	K	P52	S52	0.003790
305	A	P3	S3	0.003686
306	D	P37	S37	0.003283
307	B	P1	S1	0.002879
308	G	P19	S19	0.004806
309	H	P22	S22	0.003999
310	L	P4	S4	0.003680
311	D	P38	S38	0.003283
312	C	P47	S47	0.003790
313	C	P56	S56	0.003790
314	A	P58	S58	0.003686
315	F	P15	S15	0.004979
401	E	P41	S41	0.004323
402	L	P27	S27	0.003672
403	K	P13	S13	0.003790
404	K	P12	S12	0.003790

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405	A	P6	S6	0.003686
406	D	P34	S34	0.003283
407	B	P36	S36	0.002879
408	G	P17	S17	0.004806
409	H	P21	S21	0.003999
410	L	P5	S5	0.003680
411	D	P31	S31	0.003283
412	C	P53	S53	0.003790
413	C	P40	S40	0.003790
414	A	P55	S55	0.003686
415	F	P45	S45	0.004979
501	E	P42	S42	0.004323
502	L	P26	S26	0.003672
503	K	P48	S48	0.003790
504	K	P16	S16	0.003790
505	A	P7	S7	0.003686
506	D	P33	S33	0.003283
507	B	P60	S60	0.002879
508	G	P18	S18	0.004806
509	H	P20	S20	0.003999
510	L	P29	S29	0.003680
511	D	P30	S30	0.003283
512	C	P43	S43	0.003790
513	C	P44	S44	0.003790
514	A	P54	S54	0.003686
515	F	P46	S46	0.004979
2-201	B	P2-41	S2-41	0.004323
2-202	K	P2-46	S2-46	0.003798
2-203	K	P2-8	S2-8	0.003798
2-204	J	P2-30	S2-30	0.003197
2-205	B	P2-28	S2-28	0.002879
2-206	G	P2-43	S2-43	0.004806
2-207	H	P2-36	S2-36	0.003999
2-208	J	P2-33	S2-33	0.003197
2-209	B	P2-31	S2-31	0.002681
2-210	M	P2-14	S2-14	0.004792
2-211	C	P2-48	S2-48	0.003790
2-212	A	P2-51	S2-51	0.003678
2-213	F	P2-11	S2-11	0.004979
2-301	E	P2-16	S2-16	0.004323
2-302	K	P2-45	S2-45	0.003798

## UNOFFICIAL COPY

2-303	K	P2-9	S2-9	0.003798
2-304	D	P2-49	S2-49	0.003283
2-305	B	P2-34	S2-34	0.002879
2-306	G	P2-10	S2-10	0.004806
2-307	H	P2-39	S2-39	0.003999
2-308	D	P2-35	S2-35	0.003291
2-309	B	P2-1	S2-1	0.002681
2-310	M	P2-15	S2-15	0.004792
2-311	C	P2-47	S2-47	0.003790
2-312	A	P2-50	S2-50	0.003678
2-313	F	P2-19	S2-19	0.004979
2-401	E	P2-44	S2-44	0.004323
2-402	K	P2-12	S2-12	0.003798
2-403	K	P2-5	S2-5	0.003798
2-404	D	P2-29	S2-29	0.003283
2-405	B	P2-27	S2-27	0.002879
2-406	G	P2-23	S2-23	0.004806
2-407	H	P2-21	S2-21	0.003999
2-408	D	P2-2	S2-2	0.003291
2-409	B	P2-32	S2-32	0.002681
2-410	M	P2-37	S2-37	0.004792
2-411	C	P2-6	S2-6	0.003790
2-412	A	P2-3	S2-3	0.003678
2-413	F	P2-17	S2-17	0.004979
2-501	E	P2-13	S2-13	0.004323
2-502	K	P2-42	S2-42	0.003798
2-503	K	P2-40	S2-40	0.003798
2-504	D	P2-24	S2-24	0.003283
2-505	B	P2-26	S2-26	0.002879
2-506	G	P2-22	S2-22	0.004806
2-507	H	P2-20	S2-20	0.003999
2-508	D	P2-25	S2-25	0.003291
2-509	B	P2-52	S2-52	0.002681
2-510	M	P2-38	S2-38	0.004792
2-511	C	P2-7	S2-7	0.003790
2-512	A	P2-4	S2-4	0.003678
2-513	F	P2-18	S2-18	0.004979
3-201	E	P3-37	S3-37	0.004314
3-202	C	P3-42	S3-42	0.003790
3-203	K	P3-3	S3-3	0.003798
3-204	J	P3-27	S3-27	0.003197

## UNOFFICIAL COPY

3-205	B	P3-1	S3-1	0.002879
3-206	G	P3-39	S3-39	0.004806
3-207	H	P3-19	S3-19	0.003999
3-208	J	P3-28	S3-28	0.003197
3-209	K	P3-23	S3-23	0.003798
3-210	C	P3-10	S3-10	0.003790
3-211	F	P3-7	S3-7	0.004970
3-301	E	P3-12	S3-12	0.004314
3-302	C	P3-5	S3-5	0.003790
3-303	K	P3-31	S3-31	0.003798
3-304	D	P3-41	S3-41	0.003283
3-305	B	P3-2	S3-2	0.002879
3-306	G	P3-6	S3-6	0.004806
3-307	H	P3-35	S3-35	0.003999
3-308	D	P3-26	S3-26	0.003283
3-309	K	P3-20	S3-20	0.003798
3-310	C	P3-11	S3-11	0.003790
3-311	F	P3-15	S3-15	0.004970
3-401	E	P3-40	S3-40	0.004314
3-402	C	P3-8	S3-8	0.003790
3-403	K	P3-4	S3-4	0.003798
3-404	D	P3-25	S3-25	0.003283
3-405	B	P3-43	S3-43	0.002879
3-406	G	P3-32	S3-32	0.004806
3-407	H	P3-17	S3-17	0.003999
3-408	D	P3-24	S3-24	0.003283
3-409	K	P3-21	S3-21	0.003798
3-410	C	P3-33	S3-33	0.003790
3-411	F	P3-13	S3-13	0.004970
3-501	E	P3-9	S3-9	0.004314
3-502	C	P3-38	S3-38	0.003790
3-503	K	P3-36	S3-36	0.003798
3-504	D	P3-30	S3-30	0.003283
3-505	B	P3-44	S3-44	0.002879
3-506	G	P3-18	S3-18	0.004806
3-507	H	P3-16	S3-16	0.003999
3-508	D	P3-29	S3-29	0.003283
3-509	K	P3-22	S3-22	0.003798
3-510	C	P3-34	S3-34	0.003790
3-511	F	P3-14	S3-14	0.004970
4-201	F	P4-41	S4-41	0.004970



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4-202	L	P4-46	S4-46	0.003678
4-203	K	P4-8	S4-8	0.003793
4-204	M	P4-30	S4-30	0.004788
4-205	BII	P4-28	S4-28	0.002681
4-206	J	P4-43	S4-43	0.003189
4-207	H	P4-36	S4-36	0.004007
4-208	G	P4-33	S4-33	0.004814
4-209	B	P4-31	S4-31	0.002879
4-210	J	P4-14	S4-14	0.003189
4-211	LII	P4-48	S4-48	0.003746
4-212	A	P4-51	S4-51	0.003755
4-213	E	P4-11	S4-11	0.004314
4-301	F	P4-16	S4-16	0.004970
4-302	L	P4-45	S4-45	0.003678
4-303	K	P4-9	S4-9	0.003793
4-304	M	P4-49	S4-49	0.004788
4-305	BII	P4-34	S4-34	0.002681
4-306	D	P4-10	S4-10	0.003283
4-307	H	P4-39	S4-39	0.004007
4-308	G	P4-35	S4-35	0.004814
4-309	B	P4-1	S4-1	0.002879
4-310	D	P4-15	S4-15	0.003283
4-311	LII	P4-47	S4-47	0.003746
4-312	A	P4-50	S4-50	0.003755
4-313	E	P4-19	S4-19	0.004314
4-401	F	P4-44	S4-44	0.004970
4-402	L	P4-12	S4-12	0.003678
4-403	K	P4-5	S4-5	0.003793
4-404	M	P4-29	S4-29	0.004788
4-405	BII	P4-27	S4-27	0.002681
4-406	D	P4-23	S4-23	0.003283
4-407	H	P4-21	S4-21	0.004007
4-408	G	P4-22	S4-22	0.004814
4-409	B	P4-32	S4-32	0.002879
4-410	D	P4-37	S4-37	0.003283
4-411	LII	P4-6	S4-6	0.003746
4-412	A	P4-3	S4-3	0.003755
4-413	E	P4-17	S4-17	0.004314
4-501	F	P4-13	S4-13	0.004970
4-502	L	P4-42	S4-42	0.003678
4-503	K	P4-40	S4-40	0.003793

## UNOFFICIAL COPY

4-504	M	P4-24	S4-24	0.004788
4-505	BII	P4-26	S4-26	0.002681
4-506	D	P4-2	S4-2	0.003283
4-507	H	P4-20	S4-20	0.004007
4-508	G	P4-25	S4-25	0.004814
4-509	B	P4-52	S4-52	0.002879
4-510	D	P4-38	S4-38	0.003283
4-511	LII	P4-7	S4-7	0.003746
4-512	A	P4-4	S4-4	0.003755
4-513	E	P4-18	S4-18	0.004314
5-201	F	P5-41	S5-41	0.004970
5-202	L	P5-46	S5-46	0.003678
5-203	K	P5-8	S5-8	0.003793
5-204	M	P5-30	S5-30	0.004788
5-205	BII	P5-28	S5-28	0.002681
5-206	J	P5-43	S5-43	0.003189
5-207	H	P5-36	S5-36	0.004007
5-208	G	P5-33	S5-33	0.004814
5-209	B	P5-31	S5-31	0.002879
5-210	J	P5-14	S5-14	0.003189
5-211	LII	P5-48	S5-48	0.003746
5-212	A	P5-51	S5-51	0.003755
5-213	E	P5-11	S5-11	0.004314
5-301	F	P5-16	S5-16	0.004970
5-302	L	P5-45	S5-45	0.003678
5-303	K	P5-9	S5-9	0.003793
5-304	M	P5-49	S5-49	0.004788
5-305	BII	P5-34	S5-34	0.002681
5-306	D	P5-10	S5-10	0.003283
5-307	H	P5-39	S5-39	0.004007
5-308	G	P5-37	S5-37	0.004814
5-309	B	P5-52	S5-52	0.002879
5-310	D	P5-15	S5-15	0.003283
5-311	LII	P5-47	S5-47	0.003746
5-312	A	P5-50	S5-50	0.003755
5-313	E	P5-19	S5-19	0.004314
5-401	F	P5-44	S5-44	0.004970
5-402	L	P5-12	S5-12	0.003678
5-403	K	P5-5	S5-5	0.003793
5-404	M	P5-29	S5-29	0.004788
5-405	BII	P5-27	S5-27	0.002681

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5-406	D	P5-23	S5-23	0.003283
5-407	H	P5-21	S5-21	0.004007
5-408	G	P5-2	S5-2	0.004814
5-409	B	P5-32	S5-32	0.002879
5-410	D	P5-35	S5-35	0.003283
5-411	LII	P5-6	S5-6	0.003746
5-412	A	P5-3	S5-3	0.003755
5-413	E	P5-17	S5-17	0.004314
5-501	F	P5-13	S5-13	0.004970
5-502	L	P5-42	S5-42	0.003678
5-503	K	P5-40	S5-40	0.003793
5-504	M	P5-24	S5-24	0.004788
5-505	BII	P5-26	S5-26	0.002681
5-506	D	P5-22	S5-22	0.003283
5-507	H	P5-20	S5-20	0.004007
5-508	G	P5-25	S5-25	0.004814
5-509	B	P5-1	S5-1	0.002879
5-510	D	P5-38	S5-38	0.003283
5-511	LII	P5-7	S5-7	0.003746
5-512	A	P5-4	S5-4	0.003755
5-513	E	P5-18	S5-18	0.004314

TOTAL

100.000%

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## EXHIBIT C

### Amended and Restated By-Laws

for

The River's Edge Condominium Association No. 1  
an Illinois not-for-profit Corporation

## ARTICLE I

### NAME OF CORPORATION

The name of this corporation is RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1.

## ARTICLE II

### PURPOSE AND POWERS

2.01 **PURPOSES:** The purposes of this Condominium Association are to act on behalf of its members collectively, as their governing body for civic functions and other purposes, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property and for the promotion of the health, safety and welfare of the members of the Condominium Association, all on a not-for-profit basis. These By-Laws are attached as Exhibit C to the Amended and Restated Declaration of Condominium Ownership for River's Edge Condominium No. 1 ("Declaration"). All terms used herein shall have the meanings set forth in the Declaration.

2.02 **POWERS:** The Condominium Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois, the Act, the Declaration and these By-Laws.

2.03 **PERSONAL APPLICATION:** All present or future Owners, tenants, future tenants, and their agents and employees, and any other person that might use the facilities of the Condominium Property in any manner, shall be subject to the provisions of the Declaration and these By-Laws. The acquisition or rental of a Dwelling Unit or the act of occupancy of a Dwelling Unit will signify that the Declaration and these By-Laws are accepted, ratified and will be complied with.

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## ARTICLE III

### OFFICES

**PRINCIPAL OFFICE:** The Condominium Association's principal office shall be maintained on the Development Area or at the office of the managing agent engaged by the Condominium Association.

## ARTICLE IV

### MEETINGS OF MEMBERS

**4.01 VOTING RIGHTS:** The Condominium Association shall have one class of membership. There shall be one individual with respect to each Dwelling Unit who shall be entitled to vote at any meeting of the Owners (the "Voting Member"). If the Owner of a Dwelling Unit is one individual then such individual shall be the Voting Member. If the Record ownership of a Dwelling Unit shall be in more than one individual or if the Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member shall be designated by the Owner or Owners in writing to the Board, and if in the case of multiple individual Owners no designation is given, then the Board may, at its election, recognize an individual Owner of the Dwelling Unit as the Voting Member for such Dwelling Unit. Any or all Owners may be present at any meeting of the Owners, but the voting rights shall be vested exclusively in the Voting Members; provided, however, that a Voting Member may vote either in person or by proxy executed in writing by the Voting Member or his duly authorized attorney-in-fact and filed with the secretary before the meeting. No proxy shall be valid after eleven (11) months from the date of its execution. Except as specifically required under the Act, the Declaration of these By-Laws, each Voting Member shall have one vote for each Dwelling Unit which he represents. Owners may vote by electronic means in accordance with the act and the adoption of the appropriate rules by the Board of Directors.

**4.02 PLACE OF MEETING; QUORUM:** Meetings of the Owners shall be held on the Condominium Property or at such other place in the County in which the Condominium Property is located and convenient to the Owners as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order, as from time to time published. Voting Members holding twenty percent (20%) of the votes, represented in person, by proxy or by electronic means (if permitted) shall constitute a quorum. The vote of a majority of the votes entitled to be cast by the Voting Members present, represented by proxy or by electronic means (if permitted) at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the Voting Members, unless a greater proportion is required by the Act, the Declaration or these By-Laws.

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The affirmative vote of 75% of the votes entitled to be cast shall be required for the following action: (a) merger or consolidation of the Condominium Association; and (b) sale, lease, exchange or other disposition (but not the pledge or mortgage) of all, or substantially all of the property and assets of the Condominium Association. The affirmative vote of 75% of the votes entitled to be cast shall be required for the purchase or sale of land or of Dwelling Units on behalf of all Owners.

4.03 ANNUAL MEETINGS: There shall be an annual meeting of the Owners within thirty (30) days from the anniversary date of the initial annual meeting at such time and on such date designated by the Board, or at such other time and date as designated by the Board in written notice to the Owners.

4.04 SPECIAL MEETINGS: Special meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Voting Members or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President, a majority of the Board or by Voting Members representing at least twenty percent (20%) of the votes.

4.05 NOTICE OF MEMBERSHIP MEETINGS: Written notice of any membership meeting shall be mailed, personally delivered or sent by electronic means and posted conspicuously on the Condominium Property, giving Owners not less than ten (10) nor more than thirty (30) days' notice of the time, place, and purpose of the meeting.

## ARTICLE V

### BOARD OF DIRECTORS

5.01 IN GENERAL: The affairs of the Condominium Association and the direction and administration of the Condominium Property shall be vested in the Board, which shall consist of seven (7) persons ("Directors"). The Board shall have all of the powers granted to it under the Act, the Declaration, these By-Laws and the General Not-For-Profit Corporation Act of the State of Illinois.

5.02 ELECTION: At each election for members of the Board, each Voting Member for each Dwelling Unit which he represents shall be entitled to the number of votes equal to the number of Directors to be elected and cumulative voting shall not be permitted; provided that a Resident who is a contract purchaser of a Dwelling Unit from a contract seller shall have the right to vote for Directors unless such contract seller expressly retains such right in writing. At the first meeting of the Owners following the effective date of this Declaration, a full Board of Directors will be elected; the four (4) persons receiving the highest number of votes will be elected to serve a two year term

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and the three (3) persons receiving the next highest number of votes will be elected to a one year term. Thereafter, all Directors shall serve two year terms. Each Director shall serve until his term expires or is terminated or until his successor shall have been elected and qualified. A Director may succeed himself in office.

5.03 ANNUAL BOARD MEETINGS: The Board shall hold a Board meeting within ten (10) days after the annual meeting of the Owners at such place as shall be fixed by the Directors at the annual meeting of the Owners.

5.04 REGULAR MEETINGS: Regular meetings of the Board shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Directors, provided that not less than four such meetings shall be held during each fiscal year.

5.05 SPECIAL MEETINGS: Special meetings of the Board may be called by the President or by at least one-third (1/3) of the Directors then serving.

5.06 NOTICE OF BOARD MEETINGS: Notice of each meeting of the Board shall be mailed, personally delivered or sent by electronic means (if permitted) to each Director at least forty-eight (48) hours prior to the meeting and notice of any meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment of an assessment shall be given to each Owner in the same manner as provided in Section 4.05 of these By-Laws, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. Notice of each meeting of the Board shall also be conspicuously posted on the Condominium Property at least forty-eight (48) hours prior to the meeting.

5.07 OPEN MEETINGS: Notice of each Board meeting shall be mailed, personally delivered or sent by electronic means (if permitted) and posted conspicuously upon the Condominium Property at least 48 hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. The Board may adopt reasonable rules governing the conduct of Owners who attend meetings and Owners who do not comply with such rules may be removed from the meeting. Meetings of the Board shall be open to any Unit Owner, except for the portion of any meeting held (i) to discuss or consider information related to litigation when an action against or on behalf of the Board and/or Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent; (ii) to discuss or consider information regarding appointment, employment or dismissal of an employee; (iii) to discuss or consider information related to violations of rules and regulations of the Association or a Unit Owner's unpaid share of common expenses; or (iv) to meet with

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counsel for the Association. Any vote on the matters listed in clauses (i), (ii) and (iii) above, shall be taken at a Board meeting or portion thereof open to any Unit Owner.

5.08 QUORUM: A majority of the Directors serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present.

5.09 COMPENSATION/REIMBURSEMENT FOR EXPENSES: No Director shall be compensated by the Condominium Association for services rendered to the Condominium Association, except as expressly provided in a resolution duly adopted by the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Condominium Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.

5.10 REMOVAL OR RESIGNATION OF DIRECTOR: Any Director may be removed from office, with or without cause, by action of the Voting Members at any annual meeting or at a special meeting called for such purpose. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Any Director may resign at any time by submitting his written resignation to the Board. If a Director ceases to be an Owner or a Voting Member, he shall be deemed to have resigned as of the date of such cessation. A successor to fill the vacant position of a Director who resigns or is removed may be appointed by a vote of two-thirds (2/3) of the remaining members of the Board in accordance with Section 5.11 below.

5.11 VACANCIES: Any vacancy occurring in the Board by reason of death, removal or resignation of a member of the Board shall be filled by the (2/3rds) two-thirds vote of the remaining members of the Board. A member elected by the Board to fill a vacancy shall serve until the next meeting of the members; provided that if a petition is filed with the Board signed by members holding 20% of the votes of the Association requesting a meeting of the members to fill the vacancy for the balance of the unexpired term of office of his predecessor, the term of the member so elected by the Board shall terminate 30 days after the filing of the petition and a meeting of the members for the purpose of filling such vacancy for such unexpired term shall be called no later than 30 days following the filing such petition. Members of the Board may resign at any time by written resignation delivered or mailed to any officer of the Association, which resignation shall be effective upon receipt of said resignation. If, as a result of the death, removal or resignation of a member of the Board, no member of the Board remains in office, a special meeting of members may be called to fill all vacancies of the unexpired terms of the members of the Board.



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5.12 POWERS AND DUTIES OF THE BOARD: The Board shall have all of the powers and duties granted to it or imposed upon it by the Act, the Declaration, these By-Laws, and the Illinois General Not-For-Profit Corporation Act, including, without limitation, the following powers and duties:

(a) To engage the services of a manager or managing agent to assist the Condominium Association in performing and providing such services as the Condominium Association is required to provide to its members under the Declaration;

(b) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper for the effective administration of the Condominium Association;

(c) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Common Elements for which the Condominium Association is responsible under the Declaration and these By-Laws;

(d) To estimate and provide each Owner with an annual budget as provided for in the Declaration;

(e) To set, give notice of, and collect assessments from the Owners as provided in the Declaration;

(f) To pay the Common Expenses;

(g) To adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants of said Property. Written notice of such rules and regulations shall be given to all Owners and Occupants at least ten (10) but not more than thirty (30) days prior to the adoption thereof, and the entire Property shall at all times be maintained subject to such rules and regulations;

(h) To delegate the exercise of its power to committees appointed pursuant to Section 7.01 of these By-Laws;

(i) To own, convey, encumber, lease, or otherwise deal with Dwelling Units or other real property conveyed to or purchased by the Condominium Association;

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

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

(l) By a majority vote of the Board Members then serving assignment of the Association's right to future income from Common Expenses or other sources, and mortgage or pledge of substantially all of the assets of the Association;

(m) To delegate the exercise of its power to committees appointed pursuant to Article VII of these By-Laws; and

(n) To Maintenance and repair of any Unit as provided in the Declaration and maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements, or any other portion of a building or buildings, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Owner or Owners, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair. The Board or its agents may enter any Unit when necessary to determine whether any construction or maintenance is necessary and further to perform such maintenance and repairs. It may likewise enter any crawlspace or attic for inspection, maintenance, repair or construction. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

## ARTICLE VI

### OFFICERS

6.01 OFFICERS: The officers of the Condominium Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistants to such officers as the Board may deem appropriate. All officers shall be elected at each annual meeting of the Board and shall hold office at the discretion of the Board. Officers

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may succeed themselves in office. The President, Secretary and Treasurer shall be Directors and all other officers may, but need not be, Directors.

6.02 VACANCY OF OFFICE: Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

6.03 POWERS OF OFFICERS: The respective officers of the Condominium Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers of an Illinois Not-For-Profit Corporation including without limitation, the following:

(a) The President shall be the Chief Executive Officer of the Condominium Association and shall preside at all meetings of the Owners and at all meetings of the Board and shall execute amendments to the Declaration and these By-Laws, as provided for in the Act, the Declaration and these By-Laws;

(b) The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office and other duties assigned by the Board. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to act in the capacity of President on an interim basis;

(c) The Secretary shall keep the minutes of all meetings of the Owners and of the Board and shall have custody of the corporate seal of the Condominium Association and have charge of such other books, papers and documents as the Board may prescribe, and shall be responsible for giving and receiving all notices to be given to or by the Condominium Association under the Act, the Declaration or these By-Laws;

(d) The Treasurer shall be responsible for Condominium Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Condominium Association books of accounts kept for such purpose. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Condominium Association in such depositories as may from time to time be designated by the Board.

6.04 OFFICERS' COMPENSATION: The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Voting Members.

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## ARTICLE VII

### COMMITTEES DESIGNATED BY BOARD

7.01 **BOARD COMMITTEES:** The Board, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two or more Directors, which committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Condominium Association; but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law.

7.02 **SPECIAL COMMITTEES:** Other committees not having and exercising the authority of the Board in the management of the Condominium Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Owners and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Condominium Association shall be served by such removal.

7.03 **TERM:** Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

7.04 **CHAIRMAN:** One member of each committee shall be appointed chairman.

7.05 **VACANCIES:** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

7.06 **QUORUM:** Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

7.07 **RULES:** Each committee may adopt rules for its own government not inconsistent with the Declaration, these By-Laws or with rules adopted by the Board.

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## ARTICLE VIII

### INSTRUMENTS, CHECKS, DEPOSITS AND FUNDS

8.01 EXECUTION OF INSTRUMENTS: The Board may authorize any officer or officers, agent or agents of the Condominium Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument (including amendments to the Declaration or these By-Laws which must be executed by the Condominium Association) in the name of and on behalf of the Condominium Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or a Vice President and attested to by the Secretary or an Assistant Secretary of the Condominium Association.

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

8.03 BANK ACCOUNTS: All funds of the Condominium Association not otherwise employed shall be deposited from time to time to the credit of the Condominium Association in such banks, trust companies or other depositories as the Board shall elect.

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

## ARTICLE IX

### FISCAL MANAGEMENT

9.01 FISCAL YEAR: The fiscal year of the Condominium Association shall be determined by the Board and may be changed from time to time as the Board deems advisable.

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9.02 ANNUAL STATEMENT: On or before April 1 of each year, the Board shall furnish each Owner with an itemized accounting of the Common Expenses for such fiscal year actually incurred or paid, together with an indication of which portion of the Common Expenses were incurred or paid for capital expenditures or repairs or the payment of real estate taxes, and with a tabulation of the amounts collected pursuant to the Annual Assessment budget, and showing the net excess or deficit of income over expenditures plus reserves.

9.03 ASSESSMENT PROCEDURE: Annual assessments and special assessments shall be made and collected as provided in Article Six of the Declaration, and the provisions of Article Six are incorporated herein by reference.

## ARTICLE X

### BOOKS AND RECORDS

The Condominium Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Condominium Association a record giving the names and addresses of the members. All books and records of the Association may be inspected by any Owner, or his agent, mortgagee or attorney, for any proper purpose at any reasonable time.

## ARTICLE XI

### SEAL

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

## ARTICLE XII

### AMENDMENTS

These By-Laws may be amended or modified at any time, or from time to time in the same manner as provided in Article Nine of the Declaration; provided, that no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Declaration or the Act.

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## EXHIBIT D

### CERTIFICATION AS TO OWNER APPROVAL

#### River's Edge Condominium Association No. 1

I, Karen Viernisei, do hereby certify that I am the duly elected and qualified secretary for the River's Edge Condominium Association No. 1, 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 for the River's Edge Condominium Association No. 1 was duly approved by the Owners of at least seventy-five percent (75%) of the Units, in accordance with the provisions of Article Ten, Section 10.02 of the Original Declaration.

*Karen Viernisei*  
Secretary

Dated at Chicago, Illinois this  
17<sup>th</sup> day of May, 2018.



*Lori Gordon*  
5/17/18

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## EXHIBIT E

### CERTIFICATION AS TO OWNER APPROVAL FOR RIVER'S EDGE HOMEOWNERS ASSOCIATION

I, Sheila Morrow, do hereby certify that I am the duly elected and qualified secretary for the River's Edge Homeowners Association and as such Secretary, I am the keeper of the books and records of the Association.

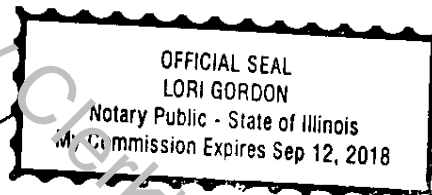
I further certify that the attached Amended and Restated Declaration for the River's Edge Condominium Association No. 1 was duly approved by the Owners of the River's Edge Homeowners Association of at least seventy-five percent (75%) of the Units, in accordance with the provisions of Article XII, Section 12.02 of the Original Declaration.

Sheila M. Morrow  
Secretary

Dated at Chicago, Illinois this

17 day of May, 2018.

[Signature]  
5/18/18



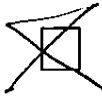


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## RIVER'S EDGE HOMEOWNERS ASSOCIATION

### BALLOT

Regarding the removal of the Single Family Home Lots from the River's Edge Homeowners Association:



I ACCEPT AND CONSENT TO THE REMOVAL OF MY SINGLE FAMILY HOME LOT FROM THE RIVER'S EDGE HOMEOWNERS ASSOCIATION.



I DO NOT ACCEPT OR CONSENT TO THE REMOVAL OF MY SINGLE FAMILY HOME LOT FROM THE RIVER'S EDGE HOMEOWNERS ASSOCIATION.

OWNER:

W. Salomina (signature)

Date: Dec 5, 2017

WALTER PAROMIND (print name)

Property Address:

431.8 W. BAYVIEW AVE  
CHICAGO, Illinois

Permanent Index Number: \_\_\_\_\_

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## RIVER'S EDGE HOMEOWNERS ASSOCIATION

### BALLOT

Regarding the removal of the Single Family Home Lots from the River's Edge Homeowners Association:

I ACCEPT AND CONSENT TO THE REMOVAL OF MY SINGLE FAMILY HOME LOT FROM THE RIVER'S EDGE HOMEOWNERS ASSOCIATION.

I DO NOT ACCEPT OR CONSENT TO THE REMOVAL OF MY SINGLE FAMILY HOME LOT FROM THE RIVER'S EDGE HOMEOWNERS ASSOCIATION.

OWNER:

*Ron Summer* (signature) Date: *11/13/17*, 2017  
\_\_\_\_\_ (print name)

Property Address: *4317 W. Summerdale*  
*Chicago*, Illinois

Permanent Index Number: *13-10-2017-010-0000*

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DIANNA J. AVDICH (Owner print name)

Property Address: 5225 N RIVEREDGE TERR  
309  
Chicago, IL 60630

## RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER:

DIANNA J. AVDICH (signature) Date: 6-15-, 2017

*Dianna J. Avdich*

## RIVER'S EDGE HOMEOWNERS ASSOCIATION BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER:

Dianna J Avdich (signature) Date: 6-15-, 2017

*Dianna J Avdich*

*[Handwritten marks: a long diagonal slash and two checkmarks]*

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Russell V, McManus  
5225 N. Riversedge #310 (Owner print name)  
Chicago, IL. 60630

Property Address: \_\_\_\_\_

Chicago, IL 60630

**RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1  
BALLOT**

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

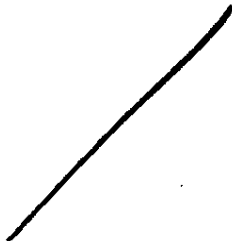
OWNER: Russell V. McManus (signature) Date: 5-21-17, 2017

**RIVER'S EDGE HOMEOWNERS ASSOCIATION  
BALLOT**

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER: Russell V. McManus (signature) Date: 5-21-17, 2017



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## PROXY/BALLOT FOR RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 and RIVER'S EDGE HOMEOWNER ASSOCIATION MEETING OF JUNE 15, 2017

I, (print name) Russell V. McMANUS, owner of the unit listed below at River's Edge Condominium Association No. 1, and member of River's Edge Homeowners Association do hereby constitute and appoint \_\_\_\_\_, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held June 15, 2017, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

- I approve the Plan of Merger and Amended and Restated Declaration and Plan of Merger.
- I do not approve the Plan of Merger and Amended and Restated Declaration and Plan of Merger.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

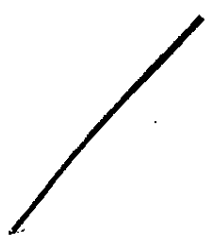
IN WITNESS WHEREOF, I have executed this proxy on the 20 day of May, 2017.

Russell V. McManus (signature) Date: 5-20-17 2017

Russell V. McMANUS (print name)

Property Address: 5225 N. Rivers Edge tower #3B

Chicago, Illinois 60630



# UNOFFICIAL COPY

Cynthia Wojcieszek (Owner print name)

Property Address: 5225 N River's Edge #311

Chicago, IL 60630

## RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER:

Cynthia Wojcieszek (signature) Date: 6-15-17, 2017

## RIVER'S EDGE HOMEOWNERS ASSOCIATION BALLOT

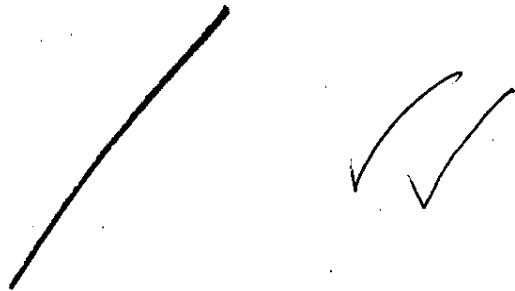
Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER:

Cynthia Wojcieszek (signature) Date: 6-15-17, 2017



# UNOFFICIAL COPY

Geraldine Balut Coleman (Owner print name)

Property Address: 5225 N. River's Edge Terrace, Unit 313

Chicago, IL 60630

## RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER:

Geraldine Balut Coleman (signature) Date: May 27, 2017

## RIVER'S EDGE HOMEOWNERS ASSOCIATION BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER:

Geraldine Balut Coleman (signature) Date: May 27, 2017

# UNOFFICIAL COPY

## PROXY/BALLOT FOR RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 and RIVER'S EDGE HOMEOWNER ASSOCIATION MEETING OF JUNE 15, 2017

I, (print name) Gerakline Balut Coleman, owner of the unit listed below at River's Edge Condominium Association No. 1, and member of River's Edge Homeowners Association do hereby constitute and appoint \_\_\_\_\_, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held June 15, 2017, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

- I approve the Plan of Merger and Amended and Restated Declaration and Plan of Merger.
- I do not approve the Plan of Merger and Amended and Restated Declaration and Plan of Merger.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

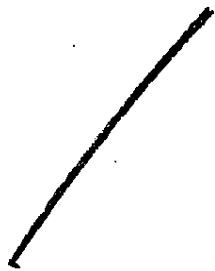
IN WITNESS WHEREOF, I have executed this proxy on the 27 day of May, 2017.

Gerakline Balut Coleman (signature) Date: May 27, 2017

Gerakline Balut Coleman (print name)

Property Address: 5225 N. River's Edge Terrace, Unit 313

Chicago, Illinois 60630





# UNOFFICIAL COPY

Sangook Chung (Owner print name)

Property Address: 5225 N. Rivers Edge Ter. 314

Chicago, IL 60630

## RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER: S. Chung (signature) Date: 5/31, 2017

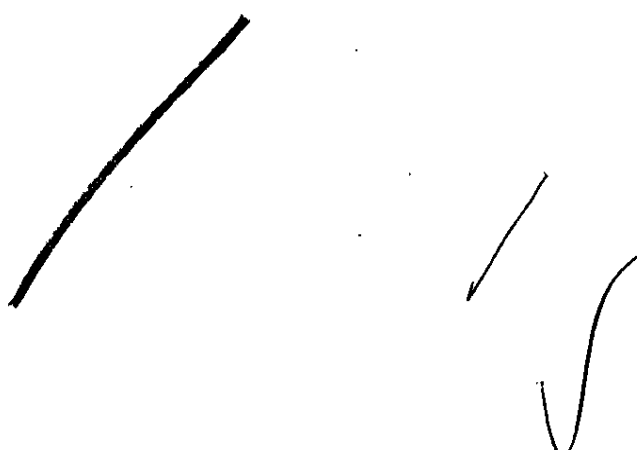
## RIVER'S EDGE HOMEOWNERS ASSOCIATION BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER: S. Chung (signature) Date: 5/31, 2017



# UNOFFICIAL COPY

DOLORIS S. SALZBRUNN (Owner print name)

Property Address: 5225 N. RIVERSEDGE # 315

Chicago, IL 60630

## RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

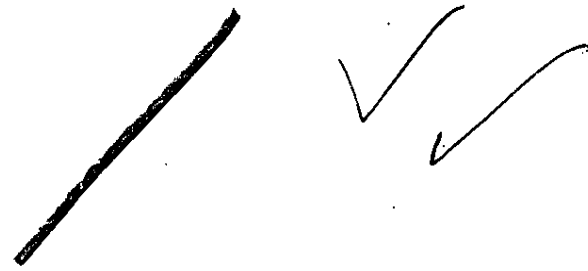
OWNER: Doloris S. Salzbrunn (signature) Date: 6/15, 2017

## RIVER'S EDGE HOMEOWNERS ASSOCIATION BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER: Doloris S. Salzbrunn (signature) Date: 6/15, 2017



# UNOFFICIAL COPY

Dennis Hearn & Judith Hearn (Owner print name)

Property Address: 5225 N Riverside Terr # 401

Chicago, IL 60630

## RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER:  
Dennis Hearn Judith Hearn (signature) Date: 6/15/2017, 2017

## RIVER'S EDGE HOMEOWNERS ASSOCIATION BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER:  
Dennis Hearn & Judith Hearn (signature) Date: 6/15, 2017  
Dennis Hearn Judith Hearn

# UNOFFICIAL COPY

Kay Kezele (Owner print name)

Property Address: 5225 N Riversedge 402

Chicago, IL 60630

\*\*\*\* PLEASE COMPLETE BOTH SECTIONS BELOW \*\*\*\*

## RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER:

Kay Kezele (signature) Date: 7-13, 2017

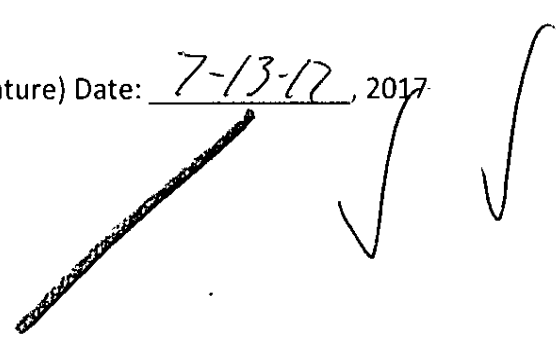
## RIVER'S EDGE HOMEOWNERS ASSOCIATION BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER:

Kay Kezele (signature) Date: 7-13-17, 2017



# UNOFFICIAL COPY

## PROXY/BALLOT FOR RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 and RIVER'S EDGE HOMEOWNER ASSOCIATION MEETING OF JUNE 15, 2017

I, (print name) Kay Kezele, owner of the unit listed below at **River's Edge Condominium Association No. 1, and member of River's Edge Homeowners Association** do hereby constitute and appoint \_\_\_\_\_, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held June 15, 2017, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

- I approve the Plan of Merger and Amended and Restated Declaration and Plan of Merger.
- I do not approve the Plan of Merger and Amended and Restated Declaration and Plan of Merger.

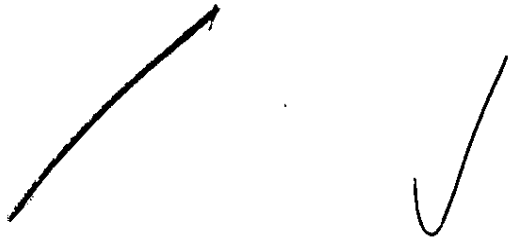
I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 12 day of July, 2017.

*Kay Kezele* (signature) Date: 7-12, 2017  
Kay Kezele (print name)

Property Address: 5225 N Riversedge 402

Chicago, Illinois 60630



# UNOFFICIAL COPY

Ken Vierneisel (Owner print name)

Property Address: 5225 RiversEdge 403

Chicago, IL 60630

## RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER: Ken Vierneisel (signature) Date: 5/16, 2017

## RIVER'S EDGE HOMEOWNERS ASSOCIATION BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER: Ken Vierneisel (signature) Date: 5/16, 2017



# UNOFFICIAL COPY

## PROXY/BALLOT FOR RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 and RIVER'S EDGE HOMEOWNER ASSOCIATION MEETING OF JUNE 15, 2017

I, (print name) Ken Verweisel, owner of the unit listed below at River's Edge Condominium Association No. 1, and member of River's Edge Homeowners Association do hereby constitute and appoint \_\_\_\_\_, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held June 15, 2017, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

- I approve the Plan of Merger and Amended and Restated Declaration and Plan of Merger.
- I do not approve the Plan of Merger and Amended and Restated Declaration and Plan of Merger.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

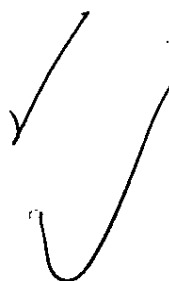
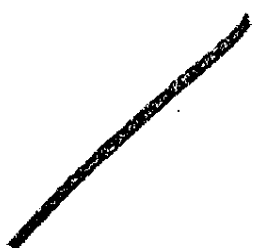
IN WITNESS WHEREOF, I have executed this proxy on the \_\_\_\_\_ day of \_\_\_\_\_ 2017.

Ken Verweisel (signature) Date: 5.16 2017

Ken Verweisel (print name)

Property Address: 5225 N. Rivers Edge 403

Chicago, Illinois 60630



# UNOFFICIAL COPY

Martin Varpa (Owner print name)

Property Address: 5225 Rivers Edge #404

Chicago, IL 60630

## RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

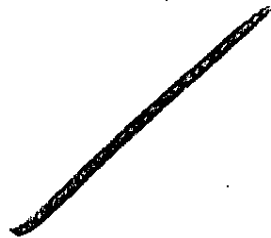
OWNER: Martin Varpa (signature) Date: June 9, 2017

## RIVER'S EDGE HOMEOWNERS ASSOCIATION BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER: Martin Varpa (signature) Date: June 9, 2017



✓  
✓



# UNOFFICIAL COPY

Johann Trewn (Owner print name)

Property Address: 5225 N. RIVERSEDGE TER #405

Chicago, IL 60630

## RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

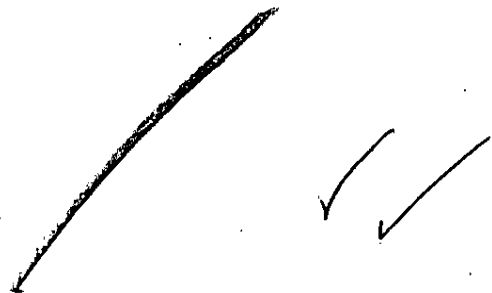
OWNER: Johann Trewn (signature) Date: 6/15, 2017

## RIVER'S EDGE HOMEOWNERS ASSOCIATION BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER: Johann Trewn (signature) Date: 6/15, 2017



# UNOFFICIAL COPY

Rosemarie Tracy (Owner print name)  
 Property Address: 5225 No. Riversedge Terrace  
 Chicago, IL 60630 Unit #406

## RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

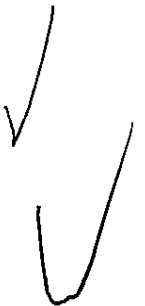
OWNER: Rosemarie Tracy (signature) Date: 5/20, 2017

## RIVER'S EDGE HOMEOWNERS ASSOCIATION BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merge Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER: Rosemarie Tracy (signature) Date: 5/20, 2017



# UNOFFICIAL COPY

## PROXY/BALLOT FOR RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 and RIVER'S EDGE HOMEOWNER ASSOCIATION MEETING OF JUNE 15, 2017

I, (print name) Rosemarie Tracy, owner of the unit listed below at River's Edge Condominium Association No. 1, and member of River's Edge Homeowners Association do hereby constitute and appoint \_\_\_\_\_, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held June 15, 2017, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

- I approve the Plan of Merger and Amended and Restated Declaration and Plan of Merger.
- I do not approve the Plan of Merger and Amended and Restated Declaration and Plan of Merger.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

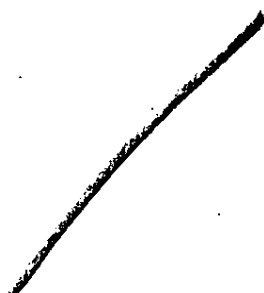
IN WITNESS WHEREOF, I have executed this proxy on the 20 day of May, 2017.

Rosemarie Tracy (signature) Date: 5/20 2017

Rosemarie Tracy (print name)

Property Address: 5225 No. Riversedge Terrace  
Unit #406

Chicago, Illinois 60630



# UNOFFICIAL COPY

TERRENCE RYAN (Owner print name)

Property Address: 5775 N. RIVEREDGE TER. #407

Chicago, IL 60630

## RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER: Terrence Ryan (signature) Date: 7-11-17, 2017

## RIVER'S EDGE HOMEOWNERS ASSOCIATION BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merge, Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER: Terrence Ryan (signature) Date: 7-11-17, 2017

# UNOFFICIAL COPY

Sheila M. Morrison (Owner print name)  
Property Address: 522 S Riverside #408  
Chicago, IL 60630

## RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

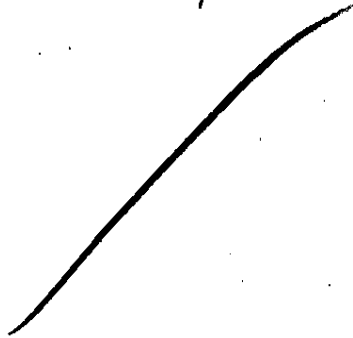
OWNER: Sheila M. Morrison (signature) Date: 6-9, 2017

## RIVER'S EDGE HOMEOWNERS ASSOCIATION BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER: Sheila M. Morrison (signature) Date: 6-9, 2017



# UNOFFICIAL COPY

Nina Moté Trust (Owner print name)

Property Address #402, 5225 N Rivers Edge  
409  
Chicago, IL 60630

\*\*\*\* PLEASE COMPLETE BOTH SECTIONS BELOW \*\*\*\*

## RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.  
*nm*

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.  
*nm*

OWNER: Nina Moté (signature) Date: 8/24, 2017

## RIVER'S EDGE HOMEOWNERS ASSOCIATION BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER: Nina Moté (signature) Date: 8/24, 2017



RETURN-208

1-409

# UNOFFICIAL COPY

## PROXY/BALLOT FOR RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 and RIVER'S EDGE HOMEOWNER ASSOCIATION MEETING OF JUNE 15, 2017

I, (print name) Nina Moté Trust, owner of the unit listed below at River's Edge Condominium Association No. 1, and member of River's Edge Homeowners Association do hereby constitute and appoint \_\_\_\_\_, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held June 15, 2017, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve the Plan of Merger and Amended and Restated Declaration and Plan of Merger.

~~\_\_\_\_\_~~ I do not approve the Plan of Merger and Amended and Restated Declaration and Plan of Merger.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

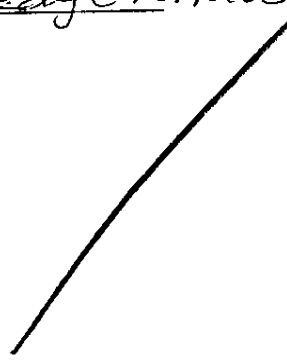
IN WITNESS WHEREOF, I have executed this proxy on the 24 day of \_\_\_\_\_, 2017.

Nina Moté (Signature) Date: 8/24/ 2017

Nina Moté (print name)

Property Address: #409, 5225 N Riverside Terrace

Chicago, Illinois 60630 eh



# UNOFFICIAL COPY

Marie Composto (Owner print name)

Property Address: 5025 Rivers Edge Ter. #411

Chicago, IL 60630

## RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER: Marie Composto (signature) Date: 5-25, 2017

## RIVER'S EDGE HOMEOWNERS ASSOCIATION BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER: Marie Composto (signature) Date: 5-25, 2017





# UNOFFICIAL COPY

## PROXY/BALLOT FOR RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 and RIVER'S EDGE HOMEOWNER ASSOCIATION MEETING OF JUNE 15, 2017

I, (print name) Marie Composto, owner of the unit listed below at **River's Edge Condominium Association No. 1**, and member of **River's Edge Homeowners Association** do hereby constitute and appoint \_\_\_\_\_, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held June 15, 2017, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

- I approve the Plan of Merger and Amended and Restated Declaration and Plan of Merger.
- I do not approve the Plan of Merger and Amended and Restated Declaration and Plan of Merger.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 25 day of May, 2017.

Marie Composto (signature) Date: 5-25, 2017

Marie Composto (print name)

Property Address: 5025 RiversEdge Ter. #411

Chicago, Illinois 60630

*Property of Cook County Clerk's Office*

✓  
✓

# UNOFFICIAL COPY

GEORGE MEYER

LORRAINE SITARPE (Owner print name)

Property Address: 5225 N. RIVERS EDGE (412)

Chicago, IL 60630

\*\*\*\* PLEASE COMPLETE BOTH SECTIONS BELOW \*\*\*\*

## RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER:

George Meyer (signature) Date: 8/26/17, 2017

## RIVER'S EDGE HOMEOWNERS ASSOCIATION BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER:

George Meyer (signature) Date: 8/26/17, 2017

# UNOFFICIAL COPY

RETURN-208

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## PROXY/BALLOT FOR RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 and RIVER'S EDGE HOMEOWNER ASSOCIATION MEETING OF JUNE 15, 2017

LORRAINE SHARPE

I, (print name) GEORGE MEYER, owner of the unit listed below at River's Edge Condominium Association No. 1, and member of River's Edge Homeowners Association do hereby constitute and appoint BOB WENDT, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held June 15, 2017, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

- I approve the Plan of Merger and Amended and Restated Declaration and Plan of Merger.
- I do not approve the Plan of Merger and Amended and Restated Declaration and Plan of Merger.

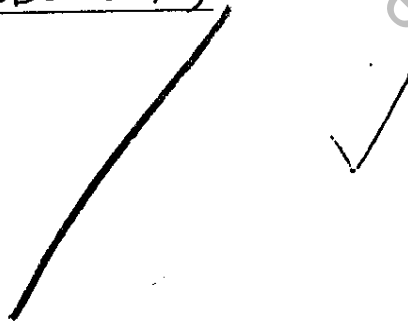
I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 26<sup>th</sup> day of

AUGUST, 2017  
Lorraine Sharpe  
George Meyer (signature) Date: 8/26/17, 2017  
Lorraine Sharpe  
GEORGE MEYER (print name)

Property Address: 5225 N. RIVERS EDGE (412) CHICAGO, IL 60630

Chicago, Illinois 60630



# UNOFFICIAL COPY

Diane Martino - Martino Family Trust (Owner print name)

Property Address: 5225 W Riverside Ter 412

Chicago, IL 60630

\*\*\*\* PLEASE COMPLETE BOTH SECTIONS BELOW \*\*\*\*

## RIVER'S EDGE CONDOMINIUM ASSOCIATION NO. 1 BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER:

Diane Martino (signature) Date: 6-29-, 2017

## RIVER'S EDGE HOMEOWNERS ASSOCIATION BALLOT

Regarding the proposed Amended and Restated Declaration Of Condominium Ownership for River's Edge Condominium Association No. 1 and Plan Of Merger Between River's Edge Homeowners Association and River's Edge Condominium Association No. 1:

- I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

OWNER:

Diane Martino (signature) Date: 6-29-, 2017

