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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

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## AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS AND BYLAWS FOR CARRIAGE WAY OF BURR RIDGE CONDOMINIUM

This Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and Bylaws for Carriage Way of Burr Ridge Condominium (hereinafter referred to as "Declaration") is recorded for the purpose of amending and restating the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Carriage Way of Burr Ridge Condominium and Declaration of By-Laws for Carriage Way of Burr Ridge Condominium Association an Illinois Not-For-Profit Corporation (hereinafter referred to as "Original Declaration"), which was recorded with the Recorder of Deeds of Cook County, Illinois on November 12, 1987 as Document No. 87607850, and all amendments thereto. This Declaration is made and entered into by the Board of Directors of Carriage Way of Burr Ridge Condominium Association in accordance with the provisions of Section 27(b) of the Illinois Condominium Property Act (765 ILCS 605/27(b)), which provides that the Association may correct errors or omissions in the Original Declaration as may be required to conform to the Act and any other applicable statute by vote of two-thirds (2/3) of the members of the Board.

### RECITALS

WHEREAS, Carriage Way of Burr Ridge Condominium Association (hereinafter the "Association") through its Board of Directors administers the property legally described in Exhibit A (hereinafter referred to as the "Property");

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WHEREAS, the Property was submitted to the provisions of the Condominium Property Act of the State of Illinois (the "Act") by the recording of the Original Declaration, which was recorded with the Recorder of Deeds of Cook County, Illinois on November 12, 1987 as Document No. 87607850;

WHEREAS, the Original Declaration was amended by the First Amendment to Declaration of Condominium Ownership for Carriage Way of Burr Ridge Condominium, which was recorded with the Recorder of Deeds of Cook County, Illinois on March 15, 1988 as Document No. 88107667;

WHEREAS, the Original Declaration was further amended by the Second Amendment to Declaration of Condominium Ownership for Carriage Way of Burr Ridge Condominium, which was recorded with the Recorder of Deeds of Cook County, Illinois on March 15, 1988 as Document No. 88107668;

WHEREAS, the Original Declaration was further amended by the Third Amendment to Declaration of Condominium Ownership for Carriage Way of Burr Ridge Condominium, which was recorded with the Recorder of Deeds of Cook County, Illinois on March 15, 1988 as Document No. 88107669;

WHEREAS, the Original Declaration was further amended by the Fourth Amendment to Declaration of Condominium Ownership for Carriage Way of Burr Ridge Condominium, which was recorded with the Recorder of Deeds of Cook County, Illinois on March 21, 1988 as Document No. 88114723;

WHEREAS, the Original Declaration was further amended by the Fifth Amendment to Declaration of Condominium Ownership for Carriage Way of Burr Ridge Condominium, which was recorded with the Recorder of Deeds of Cook County, Illinois on June 8, 1988 as Document No. 88249207;

WHEREAS, the Original Declaration was further amended by the Sixth Amendment to Declaration of Condominium Ownership for Carriage Way of Burr Ridge Condominium, which was recorded with the Recorder of Deeds of Cook County, Illinois on June 30, 1988 as Document No. 88287032;

WHEREAS, the Original Declaration was further amended by the Seventh Amendment to Declaration of Condominium Ownership for Carriage Way of Burr Ridge Condominium, which was recorded with the Recorder of Deeds of Cook County, Illinois on July 29, 1988 as Document No. 88338361;

WHEREAS, the Original Declaration was further amended by the Eighth Amendment to Declaration of Condominium Ownership for Carriage Way of Burr Ridge Condominium, which was recorded with the Recorder of Deeds of Cook County, Illinois on October 11, 1988 as Document No. 88465605;

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WHEREAS, the Original Declaration was further amended by the Ninth Amendment to Declaration of Condominium Ownership for Carriage Way of Burr Ridge Condominium, which was recorded with the Recorder of Deeds of Cook County, Illinois on March 27, 1989 as Document No. 89131398;

WHEREAS, the Original Declaration was further amended by the Tenth Amendment to Declaration of Condominium Ownership for Carriage Way of Burr Ridge Condominium, which was recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 1990 as Document No. 90095561;

WHEREAS, the Board of Directors desires to amend and restate the Original Declaration and all amendments thereto, replacing them, in their entirety, with this Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and Bylaws for Carriage Way of Burr Ridge Condominium;

WHEREAS, the Board of Directors desires to amend the Original Declaration, as amended, to conform those documents to the current provisions of the Illinois Condominium Property Act as well as any other applicable statutes and correct any scrivener's errors or omissions;

WHEREAS, this Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and Bylaws for Carriage Way of Burr Ridge Condominium have been approved by the affirmative vote of at least two-thirds (2/3) of the members of the Board at a meeting of the Board;

WHEREAS, this Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and Bylaws for Carriage Way of Burr Ridge Condominium shall become effective upon recordation in the Office of Recorder of Deeds, Cook County, Illinois.

NOW THEREFORE, the Original Declaration is hereby restated and amended as follows:

## ARTICLE I

### DEFINITIONS

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

1. Act: The Illinois Condominium Property Act, as amended from time to time.
2. Association: Carriage Way of Burr Ridge Condominium Association, an Illinois not-for-profit corporation.

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3. Balcony or Patio: The portion of the Common Elements designated as a "balcony" or "patio" on the Plat.
4. Board: The Board of Directors of the Association.
5. Building or Buildings: All structures, attached or unattached, containing one or more Units constructed at any time on the Parcel.
6. By-Laws: The By-Laws of the Association which are set forth in this Declaration, as may be amended from time to time.
7. Capital Reserve: A special reserve account into which Unit Owners make periodic payments, which account is segregated and maintained by the Association to be used solely for making capital expenditures in connection with the Common Elements.
8. Common Elements: All portions of the Property (as defined in Paragraph 20 of this Article I) except the Units, including Limited Common Elements.
9. Common Expenses: The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.
10. Condominium Instruments: All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including this Declaration, the By-laws, and the Plat.
11. Declaration: This instrument by which the Property is submitted to the provisions of the Act, and all Exhibits attached to this instrument and all amendments to this instruments made from time to time pursuant to the provisions of this instrument.
12. Limited Common Elements: A portion of the Common Elements so designated in this Declaration or on the Plats as being reserved for the use of a certain Unit or Units to the exclusion of other Units.
13. Majority of Unit Owners: Those Unit Owners, without regard to their number, who own more than fifty percent (50%) in the aggregate of the entire undivided ownership interest in the Common Elements. Any specified percentage of the Unit Owners shall mean those Unit Owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Elements.
14. Occupant: A person in possession of a Unit regardless of whether such person is a Unit Owner.
15. Parcel: The entire tract of land legally described on Exhibit A attached to this Declaration.

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16. Parking Area: A portion of the Common Elements designated for outside parking on the Plat.
17. Parking Space: A Unit intended for the parking of one motor vehicle.
18. Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding legal title to real property.
19. Plat: The Plats of Survey attached to the Original Declaration as Exhibit C together with all authorized amendments thereto made from time to time pursuant to the provisions of this Declaration.
20. Property: All the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including without limitation, the Buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.
21. Purchaser: Any Person who purchases a Unit in a bona fide transaction for value.
22. Storage Area: A portion of the Common Elements intended for the storage of items of personal property by an Occupant.
23. Unit: A part of the Property designated and intended for any type of independent use.
24. Unit Owner or Owner: The Person or Persons whose estates or interest individually or collectively, aggregate fee simple absolute ownership of a Unit.
25. Unit Ownership: A part of the Property consisting of one Unit and the undivided percentage interest in the Common Elements allocated thereto.
26. Voting Member: The person entitled to exercise all voting power in respect to a Unit Ownership.

## ARTICLE II

### UNITS

#### 1. Description and Ownership

- (a) All Units are delineated on the Plat and listed on Exhibit B, and shall have lawful access to the public way.

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(b) Every Unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof on the Plat including, without limitation, any pipes, ducts, flues, shafts, electrical wiring, and conduits and individual heating, cooling, and ventilation systems space and other fixtures and equipment situated entirely within a Unit and serving only such Unit. In addition, each Parking Space shall be designated as a Unit. The legal description of every Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes.

(c) No Unit Owner shall, by deed, plat, court decree or otherwise, combine or subdivide or in any other manner cause any Unit owned by such Unit Owner to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

## **2. 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 structural components of the Buildings, or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through his or her Unit and forming part of any system serving more than his or her Unit, or any components or communication systems (including but not limited to any intercom system), master antenna, or refuse collection system, if any, located in his or her Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

## **3. Separate Mortgages**

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

## **4. Separate Real Estate Taxes**

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



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## ARTICLE III

### COMMON ELEMENTS

#### 1. Description of Common Elements

The Common Elements include, without limitation, the land, foundation, walls, hallways, stairways, entrances and exits, lobby areas, Parking Areas, mechanical equipment areas, Storage Areas, roofs, master television antenna system, if any, (whether leased or owned), incinerator, if any, pipes, ducts, flues, shafts, electrical wiring and conduits (except pipes, ducts, flues, shafts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), heating, cooling and ventilating systems (except those individual heating, cooling and ventilating systems or equipment entirely within a Unit and serving only such Unit), public utility lines, structural parts of each of the Buildings, outside walks and driveways, all garage areas except for Parking Spaces, landscaping and all other portions of the Property except the Units. Any reference to "Common Elements" appearing on the Plat shall be deemed solely for purposes of general information and shall not be limiting in any way.

#### 2. Ownership of Common Elements

Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner as set forth in Exhibit B attached hereto. The percentages of ownership interests set forth in such Exhibit B have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by a recorded amendment to this Declaration signed by the persons and entities required under the provisions of this Declaration. Each of such ownership interests in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership.

#### 3. Use of Common Elements In General

Each Unit Owner shall have the right to use the Common Elements in the Building in which his or her Unit is located (except the Limited Common Elements and the portions of the Property subject to leases made by the Board) in common with all other Unit Owners of said Building, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the Unit owned by not only each Unit Owner, but also to such Unit Owner's agents, servants, tenants, lessees, family members, customers, invitees and guests. Each Unit Owner, however, shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and adjoining the Unit owned by such Unit Owner. Such rights to use the Common Elements and Limited Common Elements shall be subject to and governed by the provisions of the Act, the Condominium Instruments and the rules and regulations of the Board. In addition, subject to the provisions of the Condominium Instruments and the Act, the Board shall have the authority to lease, grant concessions or grant

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easements with respect to parts of the Common Elements. All income derived by the Board from leases, concessions or other sources shall be held and used for the benefit of the members of the Association pursuant to such rules and regulations as the Board may adopt or prescribe.

## 4. Limited Common Elements

(a) Description of Limited Common Elements. That portion of the Common Elements which are designated as Limited Common Elements shall include, but not be limited to, the following: (i) patios or balconies, and any other apparatus serving exclusively a single Unit; (ii) perimeter doors and windows which serves exclusively a single Unit; (iii) the interior surface of the perimeter walls, ceilings and floors which define the boundary places of a Unit but not including any decorating, wall and floor coverings, paneling, molding, tiles, wallpaper, paint, finished flooring and other materials constituting any part of the finished surfaces thereof; and (iv) any system or component part thereof which serves any particular Unit or Units exclusively, and only to the extent that such system or component part is located outside the boundaries of the Unit or Units being served.

(b) Transfer of Limited Common Elements. The use of Limited Common Elements may be transferred between Unit Owners at their expense in accordance with the provisions of the Act.

## 5. Disclaimer of Bailee Liability

Each Unit Owner shall be responsible for such Unit Owner's personal property located in the Common Elements. Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, nor a Unit Owner, shall be (a) considered a bailee of any personal property stored in the Common Elements (including without limitation, property located in vehicles parked in the Parking Areas) whether or not exclusive possession of any particular area shall be given to any Unit Owner for storage or parking purposes, or (b) responsible for the security of such personal property or for any loss or damage thereto whether or not due to negligence.

## ARTICLE IV

### GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

#### 1. Submission to Act

The Property contained and described on Exhibit A attached hereto and the Plat, and specifically incorporated by reference herein, are hereby submitted to the provisions of the Act and shall become effective upon recording hereof. Wherever reference is made to recording hereunder, recording with the Office of the Recorder of Deeds of Cook County, Illinois shall be deemed to have complied therewith.



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## 2. No Severance of Ownership

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

## 3. Easements

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

(b) Easements For Utilities and Additional Purpose. Illinois Bell Telephone Company, Commonwealth Edison Company, and all other suppliers of utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes, wires, and other equipment in, to, over, under, along, and on any portion of the Common Elements for the purpose of providing the Property with utility services, together with the reasonable right of ingress to and egress from the Property for said purpose. The Board may hereafter grant other or additional easements for utility and cable television purposes for the benefit of the Property over, under, along and on any portion of the Common Elements, and each Unit Owner or other Person having at any time any interest in the Property hereby grants to the Board an irrevocable power of attorney coupled with an interest to execute, acknowledge and record for and in the name of such Unit Owner and other Persons such instruments as may be necessary to effectuate the foregoing.

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Easements are also hereby declared and granted to the Board and their respective representatives, employees and contractors to enter and work in any Unit to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, flues, shafts, conduits, public utility lines, components of the communications systems, if any, or structural components, which may run through or in the floor, ceiling or walls of or in a Unit.

(c) Easements Reserved by the Board. The Property shall be subject to a perpetual easement to the Board, its successors and assigns, for ingress and egress, to perform its obligations and duties as required by this Declaration and By-Laws. Should it be necessary to enter a Unit to repair a Common Element, employees, agents and workers shall be entitled to entrance by exhibiting to the Owner an order from the Board or its agent.

(d) Easements to Run with Land. All easements and rights described in this Article IV are easements and rights appurtenant running with the land, and in perpetuity shall remain in full force and effect and inure to the benefit of each person and entity specified in this Article IV in whose favor such easement is granted, and be binding on the Property and each Unit Owner, purchaser, mortgagee and other Person having an interest in the Property or any part thereof. Reference in the respective deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

(e) Easement for Cable Television. A majority of Unit Owners at a meeting of Unit Owners duly called for such purpose may authorize the granting of an easement for the laying of cable television cable. The granting of such easement shall be according to the terms and conditions of the local ordinance providing for cable television in Burr Ridge, Illinois.

#### 4. Common Expenses

Each Unit Owner shall pay his or her proportionate share of the Common Expenses. Such proportionate share of the Common Expenses for each Unit Owner shall be the same ratio as his or her percentage of ownership interest in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof shall constitute a lien on the Unit Ownership of such Unit Owner as provided in the Act.

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## ARTICLE V

### MAINTENANCE, REPAIRS AND REPLACEMENTS ADDITIONS, ALTERATIONS OR IMPROVEMENTS

#### 1. Maintenance, Repairs and Replacements

(a) By the Association. The Association, at its expense, shall be responsible for: (i) the maintenance, repair and replacement of those portions, if any, of every Unit which contribute to the support of the Buildings excluding, however, interior wall, ceiling and floor surfaces; (ii) the maintenance, repair and replacement of those portions of the Common Elements consisting of roads, streets, open cross paths, walkways, driveways, entry way monuments, landscaping, yards and the like; (iii) except as provided in Paragraph 1 of Article VII hereof, the maintenance, repair and replacement of all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries and forming part of any system servicing more than one Unit, as specified in Paragraph 2 of Article II hereof, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Owner under Paragraph (b) below, or any other provision of this Declaration; and (iv) the maintenance, repair and replacement of the Parking Area. The maintenance, repair and replacement of the Common Elements (except as otherwise specifically provided herein) shall be furnished by the Board as part of the Common Expenses, subject to the By-Laws and rules and regulations of the Association.

(b) By the Unit Owner. Except as otherwise provided in Article V Paragraph (a) or Paragraph (c), each Unit Owner shall furnish and be responsible for, at his or her own expense:

i. All of the maintenance, repairs and replacements within his or her own Unit and of the doors, patio doors, screens and windows appurtenant thereof (including the replacement of broken windows or patio door glass) and all internal installations of such Unit such as refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical wiring and conduits, and individual heating, cooling, and ventilating system or equipment situated entirely within the Unit and servicing only such Unit; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, gas and electricity to the Units, shall be furnished by the Board as part of the Common Expenses, and provided further that the Board or the Association may provide, by its rules and regulations as may be imposed from time to time, for ordinary maintenance and minor repairs and replacements to be furnished to Units and appliances therein by the Board's agents or employees as a Common Expense or as user charges pursuant to Section 8 of Sub-Article VII of Article X hereof. Each Unit Owner shall be individually responsible for the

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repair, maintenance and replacement of all door and window locks and hardware with respect to which such Unit Owner is entitled to the exclusive use.

ii. All of the decorating within his or her own Unit and the Limited Common Elements servicing his or her Unit as may be required from time to time, including, but not limited to, painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceiling of his or her Unit, and such Unit Owner shall maintain such interior surfaces in good condition at his or her sole expense. Such maintenance and use shall be subject to the rules and regulations of the Board or Association as may be imposed from time to time. Each Unit Owner who shall elect to install in any portion of his or her Unit (other than in bath and powder rooms) hard surface floor coverings (i.e., tile, slate, ceramic, parquet, etc.) shall be first required to install a sound absorbent undercushion of such kind and quality as to prevent the transmission of noise to the Unit below, if any, and shall obtain approval of the Board prior to making such installation. If such prior approval is not so obtained, the Board may, in addition to exercising all of the other remedies provided for in this Declaration for breach of any of the provisions hereof, require such Unit Owner to cover all nonconforming work with carpeting, or may require removal of such nonconforming work, at the expense of the offending Unit Owner. The interior and exterior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of every respective Unit Owner. The use of and the covering of the interior surfaces of such windows whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board as may be imposed from time to time. The decisions of the Board relating to color harmony, as may be required by these provisions, shall be final and binding on the Unit Owners. In order to maintain a consistent exterior appearance of the buildings no change in the color or structure of any portion of the exterior of any Unit shall be made by any Unit Owner without the prior written approval of the Board. If such approval is not obtained, the Board may, in addition to exercising all of the other remedies provided for in this Declaration for breach of any of the provisions hereof, require an offending Unit Owner to return the color or structure of the exterior of the Unit to its original state at that Unit Owner's sole expense;

iii. All of the maintenance, repair and replacement of the Limited Common Elements benefiting his or her Unit, in whole or in part, except to the extent as otherwise directed by the Board or as is otherwise provided herein, shall be performed by the respective Unit Owner benefited thereby. At the discretion of the Board, the Board may perform, or cause to be performed, such maintenance, repairs and replacements of the

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Limited Common Elements which are the responsibility of the Unit Owner and the cost thereof shall be assessed in whole or in part to the Unit Owners benefited thereby, and further, at the discretion of the Board, the Board may direct such Unit Owners, in the name and for the account of Unit Owners, to arrange for such maintenance, repairs and replacements, to pay the cost thereof with the funds of the Unit Owner, and to procure and deliver to the Board such lien waivers and contractor's or subcontractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that arise there from.

(c) Insurance. If any repair or replacement to the Common Elements (including Limited Common Elements) is made necessary by reason of any act or occurrence with respect to which insurance is maintained by the Board pursuant to Article VII hereof and for which insurance proceeds are available as provided in Paragraph 1 of Article VII hereof, the Association, at its expense, shall be responsible for the repair or replacement of such Common Elements.

(d) Nature of Obligations. Nothing herein contained shall be construed to impose a contractual liability upon the Association for maintenance, repair and replacement of the Common Elements or the Units or any portion or parts thereof; but the Association's liability shall be limited to damages resulting from negligence. The respective obligations of the Association and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in construction of the Buildings, nor because they may become entitled to proceeds under policies of insurance. In addition, and notwithstanding anything hereinabove to the contrary, no Unit Owner shall have a claim against the Board or Association for any work (such as repair of the Common Elements), ordinarily the responsibility of the Board or Association, but which the Unit Owner himself or herself has performed or paid for, unless the same shall have been agreed to in advance in writing by the Board or Association.

(e) Negligence of Unit Owner. If, due to the negligent act or omission of any Unit Owner, or of a member of his or her family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board.

(f) Joint Facilities. To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the



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Board as may be imposed from time to time. The authorized representatives of the Association or the Board, or of the manager or managing agent for the Association, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

(g) Maintenance, Repair and Replacement by the Board. The Board shall provide and be responsible for all maintenance, repair and replacement required to keep in good condition the Common Elements other than the Limited Common Elements. The cost and expense of the maintenance, repair and replacement of the Common Elements (other than the Limited Common Elements) and the cost and expense of the maintenance, repair and replacement of the Limited Common Elements, if any, which the Board elects to maintain, repair and replace shall be part of the Common Expenses.

## 2. Additions, Alterations or Improvements

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

(b) By The Unit Owner. Except as otherwise provided in Paragraph (a) above and Section 1 of Sub-Article VIII of Article X, no additions, alterations or improvements shall be made by a Unit Owner to any part of the Common Elements and no additions, alterations or improvements shall be made by a Unit Owner to his or her Unit (where such work alters the structure of the Unit or increases the cost of insurance required to be carried by the Board hereunder) without the prior written consent of the Board. The Board may (but shall not be required to) consent to the making of an addition, alteration or improvement by a Unit Owner upon the Unit Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay to the Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by a Unit Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

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

(2) If the Unit Owner refuses or fails to properly perform the work required under the preceding Paragraph (1), the Board may cause work to



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be done and may charge the Unit Owner for the cost thereof as determined by the Board; or

(3) Ratify the action taken by the Unit 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 Paragraph (2).

(c) Payment of Mechanics' Lien Claims by the Board. The Board may cause to be discharged any mechanics' lien or other encumbrance which arises from labor or material furnished or supplied after the date of this Declaration and which, in the opinion of the Board, may constitute a lien against the Property and/or the Common Elements, rather than a lien against a particular Unit Ownership. If all of the Unit Owners are responsible for the existence of any such lien against the Property and/or the Common Elements, the amount paid by the Board to discharge such lien and the costs and expenses (including attorney's fees) incurred by reason of such lien shall be part of the Common Expenses. If less than all the Unit Owners are responsible for the existence of any such lien against the Property and/or the Common Elements, the Unit Owners responsible for such lien shall be jointly and severally liable for the amount necessary to discharge such lien and the costs and expenses (including reasonable attorney's fees) incurred by reason of such lien.

## ARTICLE VI

### INSURANCE

#### 1. Type of Insurance

The Board shall have the authority to and shall obtain the following insurance for the Property:

(a) Property Insurance. Property Insurance (i) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise determined by the Board of Directors, the bare walls, floors, and ceilings of the Unit, (ii) providing coverage for special form causes of loss, and (iii) providing coverage, at the time the insurance is purchased and at each renewal date, in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage sufficient to rebuild the insured property in compliance with building code requirements subsequent to an insured loss, including: Coverage B, demolition costs; and Coverage C, increased cost of construction coverage. The combined total of Coverage B and Coverage C shall be no less than 10% of each insured building value, or \$500,000, whichever is less. The "full insurable replacement cost" of the Property, including the Units and the Common Elements, shall be determined from time to time by the Board, which determination may be based upon appropriate insurance appraisals.

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Insurable replacement cost shall be deemed to be the cost of restoring the Common Elements, Units, or any part thereof, to substantially the same condition in which they existed prior to damage or destruction. The cost of any and all such appraisals shall be Common Expenses.

(b) Boiler, Etc. Insurance on the Property against all loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes installed in, on or about said Property, if any, without a co-insurance clause so long as available, in such amount as the Board shall deem desirable.

(c) Public Liability and Property Damage. Commercial general liability and property damage insurance against claims arising in connection with the ownership, existence, use or management of the Property in a minimum amount of One Million Dollars (\$1,000,000.00), insuring the Board, Association, management agent, and their respective employees and agents and all persons acting as agents. The Unit Owners must be included as additional insured parties, but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.

(d) Worker's Compensation. Such worker's compensation insurance as may be necessary to comply with applicable laws.

(e) Employer's Liability. Employer's liability insurance in such amount as the Board shall deem desirable.

(f) Fidelity Bond. A fidelity bond indemnifying the Association, the Board and the Unit Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other persons handling the funds of the Association, the Board or the Units Owners, for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association's reserve fund. If the Association's management company is responsible for the funds held or administered by the Association, such management company must be covered by fidelity bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond. For purposes of the Association and/or Management Company, such bonds must be in the full amount of the Association's funds and reserves in the custody of the Association or Management Company.

(g) Director and Officer Coverage and Other. The Board of Directors must obtain directors and officers liability coverage as a level deemed reasonable by the Board. Directors and officers liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not For Profit Corporation Act of

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1986 or this Declaration. Such coverage shall include, without limitation, coverage of: defense of non-monetary actions, defense of breach of contract, and defense of decisions related to the placement or adequacy of insurance. Such coverage shall include as insured all past, present and future Board Members while acting in their capacity as members of the Board of Directors, the managing agent, and employees of the Board and managing agent. The Board may obtain other insurance in such amounts as the Board shall deem desirable.

(h) Premiums. The premium for the above described insurance shall be Common Expenses. All of such insurance shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Illinois. The Association, for the benefit of the Unit Owners and the mortgagee of each Unit, shall pay the premiums on the policies of insurance described in this Paragraph 1 at least thirty (30) days prior to the expiration dates of the respective policies and shall notify the mortgagee of each Unit of such payment within ten (10) days after the date on which payment is made.

## 2. Named Insureds

(a) All policies of insurance of the character described in Subparagraphs (a) and (b) of the preceding Paragraph 1 of Article VI: (i) shall name as insured the Board as trustees for the Unit Owners in the percentages established in Exhibit B to this Declaration and shall also name as an insured the Insurance Trustee (as hereinafter defined) as the respective interests of all of such insureds may appear; (ii) shall be without contribution as respects other such policies of insurance carried individually by the Unit Owners whether such other insurance covers their respective Units and/or the additions and improvements made by such Unit Owners to their respective Units; (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act; (iv) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days prior written notice to the mortgagee of each Unit; and (v) shall contain an endorsement or clause, if available, whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, , the managing agent, each of their respective employees and agents, and the Unit Owners and the Occupants. Policies of insurance of the character described in Subparagraph (a) of the preceding Paragraph 1 of Article VI may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance of the character described in Subparagraphs (a) and (b) of the preceding Paragraph 1 of Article VI, any losses under such policies shall be payable, and all insurance proceeds

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recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration.

(b) All policies of insurance of the character described in subparagraphs (c), (d), (e), (f) and (g) of the preceding Paragraph 1 of Article VI shall name as insureds each Unit Owner (but as to the insurance described in such subparagraph (c) only with respect to those portions of the Property not reserved for their exclusive use) and the Association, , Board, its managing agent and the other agents and employees of each of the foregoing, as their interests may appear. In addition, all policies of insurance of the character described in such Subparagraph (c) shall contain an endorsement or clause, if available, whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, , the managing agent, each of their respective employees and agents, and the Unit Owners and Occupants, and shall cover claims of one or more insured parties against other insured parties.

### 3. Payment of Loss

The loss, if any, under any policies of insurance of the character described in Subparagraph (a) and (b) of the preceding Paragraph 1 of Article VI shall be payable, and the insurance proceeds paid on account of any such loss shall be applied and disbursed, as follows:

(a) To the Board, as trustee for each of the Unit Owners in their respective percentage of ownership in the Common Elements as established in this Declaration, in the case of any one loss, of Fifty Thousand Dollars (\$50,000.00) or less in the aggregate, which insurance proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, shall be applied to the payment of the cost of restoring the Property to substantially the same condition in which it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before, free from vendors', mechanics', materialmans' and other similar liens; or

(b) In the case of any one loss exceeding Fifty Thousand Dollars (\$50,000.00) in the aggregate, then the insurance proceeds shall be paid to such corporation qualified to accept and execute trusts in the State of Illinois having a capital of not less than Five Million Dollars (\$5,000,000.00) as may be designated from time to time by the Board to act as trustee for the Board (the "Insurance Trustee") pursuant to the Act for the purpose of collecting and disbursing the insurance proceeds described in this Subparagraph (b). Such proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, and the fees of the Insurance Trustee, shall be applied to the Insurance Trustee to the payment of the cost of restoring the Property to substantially the same condition in which it existed immediately prior to such damage or

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destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before. Such proceeds shall be paid by the Insurance Trustee to or for the account of the Association, from time to time as work progresses, in such manner as shall be required to facilitate the restoration of the Property in accordance with the provisions of the Act. The Association and the Insurance Trustee may, prior or subsequent to any such loss, enter into an insurance trust agreement further implementing the provisions of the Act and this Declaration with respect to the collection and disbursement of proceeds of insurance by the Insurance Trustee.

#### **4. Unit Owner's Insurance**

Each Unit Owner shall be responsible for his or her own insurance on the contents of his or her own Unit, and furnishings and personal property therein, and his or her personal property stored elsewhere on the Property, and for his or her personal liability to the extent not covered by the policies of liability insurance obtained by the Board for the benefit of all of the Unit Owners as above provided. All policies of casualty insurance carried by each Unit Owner shall be without contribution as respects the policies of casualty insurance obtained by the Board for the benefit of all of the Unit Owners as above provided.

#### **5. Improvements to Units**

Each Unit Owner shall be required to report all improvements or betterments to his or her Unit promptly in writing to the Board, without prior request from the Board or the managing agent, and to reimburse the Board for any additional insurance premiums attributable thereto, and each Unit Owner shall be responsible for any deficiency in any insurance loss recovery which results from such Unit Owner's failure to so notify the Board. The Board shall not be responsible for obtaining insurance on such improvements or betterments unless and until such Unit Owner shall make such report and request the Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board for such additional premiums; and upon the failure of such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the makings of such improvements or betterments. "Improvements" or "betterments" shall mean all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, built-in cabinets installed by Unit Owners, or any other additions, alterations or upgrades installed or purchased by any Unit Owner. The insurance coverage described in this Paragraph 5 shall not be deemed to include personal property owned by the Unit Owner which is not attached to the Unit.

#### **6. Release**

Each Unit Owner hereby waives and releases any and all claims which he or she may have against any other Unit Owner, the Association, its officers, members of the



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Board, the manager and managing agent of the Property, if any, and their respective employees and agents, for any damage to the Common Elements caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance.

## 7. Cancellation of Insurance

If any insurance required under Subparagraphs (a), (b) or (c) of the preceding Paragraph 1 of Article VI is cancelled, the Board shall be responsible for serving notice of such cancellation upon each insured thereunder.

## 8. Deductibles.

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

## ARTICLE VII

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

#### 1. Sufficient Insurance

If the improvements forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, if within one-hundred and eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Property as hereinafter provided in Article VIII hereof or to withdraw the Property from the provisions of this Declaration and from the provisions of the Act as therein provided, then such repair, restoration or reconstruction shall not be undertaken. If such repair, restoration or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B attached hereto, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his or her Unit, in the order of the priority of such liens.



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## 2. Insufficient Insurance

(a) If the insurance proceeds are insufficient to reconstruct the Property and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Property within one hundred eighty (180) days from the date of damage or destruction, then the provisions of the Act shall apply.

(b) In the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered uninhabitable, upon the affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence. At such meeting, the Board or its representative shall present to the members present an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

(c) In the case of damage or other destruction, upon affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Elements, will be distributed in accordance with the interest of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

## 3. Eminent Domain

If any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal from the provisions of the Act of such portion so taken may be made by the Board. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be

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reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest therein. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

#### **4. Repair, Restoration or Reconstruction of the Improvements**

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

## **ARTICLE VIII**

### **SALE OF THE PROPERTY**

At a meeting duly called for such purpose, the Unit Owners by affirmative vote of the Voting Members having at least seventy-five percent (75%) of the total vote, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale is approved, the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit entitled to notice under this Declaration. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts in manner and form as may be necessary to effect such sale; provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved, shall be entitled to receive from the proceeds of such sale an amount equivalent to the greater of: (i) the value of his or her interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner or (ii) the outstanding balance of any bona fide debt secured by the objecting Unit Owner's interest which was incurred by such Unit Owner in connection with the acquisition or refinance of the Unit Owner's interest, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. The objecting Unit Owner is also entitled to receive from the proceeds of a sale under this Article VIII reimbursement for reasonable relocation costs, determined in the same manner as under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended from time to time, and as implemented by regulations promulgated under that Act. In the absence of agreement as to the value of the interest of a Unit Owner who did

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not vote in favor of the sale of the Property, that Unit Owner shall have a right to designate an expert in appraisal or property valuation to represent him or her, in which case, the, the prospective purchaser of the Property may designate an expert in appraisal or property valuation, and both of these experts shall mutually designate a third expert in appraisal or property valuation. The three (3) experts shall constitute a panel to determine by vote of at least two (2) of the members of the panel, the value of the Unit Owner's interest in the Property. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The cost of the appraisal shall be divided equally between such Unit Owner and the prospective purchaser of the Property.

## ARTICLE IX

**INTENTIONALLY OMITTED**

## ARTICLE X

### CONDOMINIUM ADMINISTRATION BY-LAWS OF CARRIAGE WAY OF BURR RIDGE CONDOMINIUM ASSOCIATION

#### SUB-ARTICLE I ADMINISTRATION

**SECTION 1. ASSOCIATION.** The Association has been formed prior to the recording of this Declaration as a not-for-profit corporation under the General Not-For-Profit Act of the State of Illinois and has the name CARRIAGE WAY OF BURR RIDGE CONDOMINIUM ASSOCIATION. The Association shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Common Elements (other than Limited Common Elements) and for the other purposes specified in this Declaration. The Association shall not be deemed to be conducting business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of all Unit Owners in accordance with the provisions of this Declaration. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner and upon the transfer of his or her Unit Ownership the new Unit Owner succeeding to such Unit Ownership shall likewise succeed to such membership in the Association. The Association may issue certificates evidencing membership therein.

**SECTION 2. ADMINISTRATION.** The direction and administration of the Property shall be vested in the Board of Directors of the Association. The Board of Directors of the Association shall be deemed to be the Board of Managers for the Unit Owners referred to in the Act.

**SECTION 3. DUTIES AND POWERS OF THE ASSOCIATION.** The duties and powers of the Association and the Board shall be those set forth in the Articles of Incorporation

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of the Association and this Declaration (including the By-laws); provided, however, the terms and provisions of the Act shall control in the event of any inconsistency between the Act, on the one hand, and this Declaration, the By-laws and such Articles of Incorporation, on the other hand.

**SECTION 4. BOARD'S DETERMINATION BINDING.** In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question of interpretation of application of this Declaration or the By-laws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners.

**SECTION 5. LIABILITY OF THE BOARD.** Neither the members of the Board nor the officers of the Association shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers of the Association on behalf of the Unit Owners or arising out of their status as Board members or officers unless such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of this Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, by not limited to, counsel fees, amounts of judgment paid and amounts paid or received in settlement) reasonably incurred in connection with the defense of any claims, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any member of the Board or officers of the Association may be involved by virtue of such persons being or having been such member or officer; provided, however, that such indemnity shall not be operative with respect to: (a) any matter as to which such persons being or having been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his or her duties as such member or officer; or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his or her duties as such member or officer. It is also intended that the liability of any Unit Owner arising out of any contract made by or other acts of the Board or officers of the Association, or out of the aforesaid indemnity in favor of the members of the Board and officers of the Association shall be limited to such proportion of the total liability thereunder as his or her percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements. Every agreement made by the Board or by the managing agent on behalf of the Unit Owners shall provide that members of the Board or the managing agent, as the case may be, are acting only as agents for the Unit Owners, and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his or her percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

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## SUB-ARTICLE II MEMBERS (UNIT OWNERS)

**SECTION 1. CLASSES OF MEMBERS, MEMBERSHIP AND TERMINATION THEREOF.** The Association shall have one class of membership only, and nothing contained in the Condominium Instruments shall permit or allow different classes of membership among the Unit Owners. The designation of such class and the qualifications of the members of such class shall be as follows: Each Unit Owner shall be a member of the Association, which membership shall terminate upon the sale or other disposition of such member's Unit, at which time the new Unit Owner shall automatically become a member of the Association. Such termination shall not relieve or release any such former Unit Owner from any liability or obligation incurred under or in any way connected with any of the Property during the period of such ownership and membership in this Association. Furthermore, such termination shall not impair any rights or remedies which the Board of Directors of the Association or others may have against such former Unit Owner and member arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto.

## SECTION 2. VOTES AND VOTING RIGHTS.

(a) There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such Voting Member shall be the Unit Owner or one of the persons included in the Unit Owner of a Unit Ownership or the beneficiary or one of the beneficiaries of a land trust which is a Unit Owner or some person (who need not be a Unit Owner) designated by such Unit Owner or beneficiary or beneficiaries to act as proxy on behalf of such Unit Owner or beneficiary or beneficiaries. Such designations shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner. Any or all of the persons included in the Unit Owner of a Unit Ownership, and their designee, if any, may be present at any meeting of the Voting Members, but only the Voting Member may vote either in person or by proxy. The total number of votes of all Voting Members shall be 100, and each Unit Owner shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to such Unit Owner's Unit Ownership as set forth in Exhibit B attached hereto.

(b) A Unit Owner may vote by proxy executed in writing by the Unit Owner or by his or her duly authorized attorney in fact. The proxy shall be invalid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Every proxy must bear the date of execution.

(c) If only one of the multiple owners of a Unit is present at meeting of the Association, he or she is entitled to cast all votes allocated to that Unit. If more



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than one of the multiple owners is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. It shall be deemed that there is majority agreement if any of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the presiding person by any other Owner of the Unit.

**SECTION 3. TRANSFER OF MEMBERSHIP.** Membership in the Association is not transferable or assignable, except as is provided in Section 1 of this Sub-Article II.

## SUB-ARTICLE III MEETINGS OF MEMBERS

**SECTION 1. ANNUAL MEETINGS.** The annual meeting of the Voting Members shall be held on the second Tuesday of November of each year, at 7:30 P.M., or at such other reasonable time or date as may be designated by notice of the Board delivered to the Voting Members.

**SECTION 2. SPECIAL MEETINGS.** Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the president of the Board, a majority of the Board, or by the Voting members having 20% of the total votes and delivered not less than ten (10) days nor more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered. Matters to be submitted at special meetings of the Voting Members shall first be considered by the Board, at least ten (10) days prior to the special meeting, which shall then submit the matters to the Voting Members.

**SECTION 3. NOTICE OF MEETINGS.** Except as otherwise provided herein, notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him or her to the Board for the purpose of service of such notice or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address has been given to the Board, provided that any such notice shall be delivered no less than ten (10) and no more than thirty (30) days prior to the date fixed for such meeting and shall state the time, place and purpose of such meeting, including specific reference to any action which will require two-thirds (2/3) of the total vote of the Voting Members. Additionally, notices sent to a Unit Owner may be sent via electronic transmission, including e-mail, or other acceptable technological means if the Unit Owner has provided his or her written authorization to the Association to provide notices via such methods.

**SECTION 4. PLACE AND QUORUM.** Meetings of the Voting Members shall be held at the Property or at such other place in Cook or DuPage County, Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy at any



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meeting of the Voting Members having twenty percent (20%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present at the commencement of the meeting upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. The Board may prescribe a majority of the total votes present at such meeting. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Owners or, in the absence of such rules, Roberts Rules of Order shall be used.

## SECTION 5. MISCELLANEOUS.

(a) No merger or consolidation of the Association, no sale, lease, exchange, or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the Association, and no purchase or sale of land or of Units on behalf of all Unit Owners shall be effectuated unless there is an affirmative vote of seventy-five percent (75%) of the votes of the Unit Owners, unless a greater percentage is otherwise provided for in this Declaration.

(b) The Association shall not be amended or merged with a successor condominium association without prior written approval of the Veterans Administration.

(c) If at any time thirty percent (30%) or less of the total number of Units control in excess of fifty percent (50%) of the total votes of the Association, any provision in this Declaration which requires a vote by Unit Owners holding a certain percentage of the total votes shall require, in lieu thereof, that the percentage required be based on the number of Units rather than the percentage of the votes allocable to Units pursuant to their respective percentage of ownership in the Common Elements.

(d) In the event of resale of a Unit the Purchaser of a Unit pursuant to an installment contract for purchase shall during such times as he or she resides in the Unit be counted toward a quorum for purposes of election of members of the Board at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of members of the Board and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights. In no event may the seller and Purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents. For purposes of this subsection, the term "installment contract" shall have the same meaning as set forth in the Installment Sales Contract Act (765 ILCS 67/1 et. seq.).

(e) The provisions of the Act, the Declaration, Bylaws, the Condominium Instruments, and rules and regulations that relate to the use of the individual

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Units or the Common Elements shall be applicable to any Person leasing a Unit and shall be deemed to be incorporated in any lease executed or renewed after the recording of this Declaration.

## SUB-ARTICLE IV BOARD OF DIRECTORS

### SECTION 1. IN GENERAL.

- (a) The direction and administration of the Property shall be vested in the Board of Directors of the Association which shall consist of seven (7) persons who shall be elected at large in the manner set forth in these By-laws.
- (b) Each member of the Board shall be one of the Unit Owners; provided, however, if a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, trust or other legal entity or any beneficiary of any such trust shall be eligible to serve as a member of the Board.
- (c) If a member of the Board fails to meet such qualifications during such member's term, such member shall thereupon cease to be a member of the Board and such member's place on the Board shall be deemed vacant.

**SECTION 2. ELECTION OF BOARD MEMBERS.** In all elections for members of the Board, each Voting Member shall be entitled to vote on a cumulative voting basis and the candidate receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Each member of the Board shall be elected for a term of two (2) years, with four (4) Board positions being up for election every even numbered year (2018, 2020, 2022, etc.) and the other three (3) Board positions being up for election every odd numbered year (2019, 2021, 2023, etc.). The election and term of office as between candidates receiving the same number of votes shall be determined by lot. Voting Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that: (a) such number shall not be less than five (5); (b) the terms of at least one-third (1/3) of the persons on the Board shall expire annually; and (c) no Board member shall be elected for a term of more than two (2) years, but Board members may succeed themselves. Members of the Board shall receive no compensation for their services. Except as otherwise provided in the Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meeting when a quorum exists.

**SECTION 3. REMOVAL.** Any Board member may be removed from office by affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any special meeting called for that purpose. A successor to fill the unexpired term of a

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Board member removed may be elected by the Voting Members at the same meeting, any subsequent annual meeting or any special meeting called for that purpose.

**SECTION 4. VACANCIES.** Vacancies on the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by a vote of two-thirds (2/3) of the total membership of the remaining members of the Board. Any Board member so elected or appointed to fill a vacancy shall hold office until the next annual meeting of the Voting Members or for a period terminating no later than thirty (30) days following the filing of a petition signed by Voting Members holding at least twenty percent (20%) of the total votes requesting a special meeting of the Voting Members to fill the vacancy for the unexpired term. Such special meeting shall be called by the Board pursuant to Section 3 of Sub-article III of Article X and shall be held no later than thirty (30) days following the filing of said petition.

**SECTION 5. MEETINGS OF THE BOARD AND QUORUM.** Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. The Board shall meet no less than four (4) times each year. A majority of the total numbers of the Board shall constitute a quorum.

**SECTION 6. NOTICE TO MEMBERS OF BOARD MEMBERS.** Written notice stating the place, date and hour of any meeting of the Board shall be delivered to each member of the Board not less than five (5) days prior to the date of such meeting. The purpose for which the meeting is called shall be stated in the notice.

**SECTION 7. NOTICE TO UNIT OWNERS OF BOARD MEETING.**

(a) All meetings of the Board shall be open to attendance by any Unit Owner, except for that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting to: (i) discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent; (ii) discuss the appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services; or (iii) interview potential employee, independent contractor, agent, or other provider of goods and services; (iv) discuss violations of rules and regulations of the Association; (v) discuss a Unit Owner's unpaid share of Common Expenses; or (vi) consult with the Association's legal counsel. Any vote on the foregoing matters, however, shall be taken at a Board meeting or portion thereof open to any Unit Owner.

(b) Subject to reasonable rules and regulations prescribed by the Board, any Unit Owner may record the proceedings at a meeting required to be open by the Act, by tape, film or other means.

(c) Notice of meetings of the Board shall be mailed or delivered to each Unit Owner, at least forty-eight (48) hours prior thereto, unless a written waiver of

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such notice is signed by the person or persons entitled to such notice prior to the convening of such meeting. Copies of notices of meetings of the Board shall be posted in entranceways, elevators, or other conspicuous places in the Property at least Forty-eight (48) hours prior to any meeting; except where there is no common entranceways for seven (7) or more units, the Board may designate one or more locations in the proximity of these units where the notice of any meeting shall be posted. Notice of every meeting of the Board shall also be given at least forty-eight (48) hours prior to the meeting, or such longer notice as the Act may separately require, to: (1) each Unit Owner who has provided the Association with written authorization to conduct business by acceptable technological means.

(d) Notwithstanding Subsection (c) above, each Unit Owner shall be served with notice, in the same manner as provided in Section 3 of Sub-Article III of Article X hereof, of any meeting of the Board called for the purpose of considering the adoption of the proposed annual budget or any increase thereto, or the establishment of an assessment.

**SECTION 8. GENERAL POWERS AND DUTIES OF THE BOARD.** The powers and duties of the Board shall include, but shall not be limited to, the following matters:

- (a) Operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements (other than the Limited Common Elements);
- (b) Preparation, adoption and distribution of the annual budget for the Property;
- (c) Levying of assessments;
- (d) Collection of assessments from Unit Owners;
- (e) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements (other than the Limited Common Elements);
- (f) Obtaining adequate and appropriate kinds of insurance;
- (g) Owning, conveying, encumbering, leasing, and otherwise dealing with Units conveyed to or purchased by it;
- (h) Adoption and Amendment of such reasonable rules and regulations which are not inconsistent with this Declaration and which the Board deems advisable for the maintenance, administration, management, operation, use, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Unit Owners and Occupants, provided, however, a meeting of the Unit Owners has been called and convened in conformance with Section 3 of Sub-Article III of Article X hereof, notice of which contains the full text of the

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proposed rules and regulations; provided, however, no quorum is required at such Unit Owners' meeting. No such rules and regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution. Written notice of such rules and regulations which have been adopted in conformance hereto, shall be given to all Unit Owners and Occupants, and all Unit Owners and Occupants shall at all times be subject to and shall comply herewith;

(i) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;

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

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

(l) 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 violations of the Declaration, By-Laws, and rules and regulations of the Association;

(m) Unless the Condominium Instruments expressly provide to the contrary, to assign its rights to future income, including the right to receive Common Expenses;

(n) To record the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners;

(o) To record the granting of an easement for the laying of a cable television cable;

(p) To pay for water, waste, removal, other operating expenses, electricity, telephone, and other necessary utility service for the Common Elements (other than the Limited Common Elements);

(q) To pay for landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair, and replacement of the Common Elements (other than the Limited Common Elements) and such furnishings and equipment for the Common Elements (other than the Limited Common Elements)



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as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements (other than the Limited Common Elements);

(r) To pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or Bylaws or which, in its opinion, shall be necessary or proper for the maintenance and operation of the Property as a first-class condominium development or for the enforcement of the Board's rules and regulations;

(s) To pay any amount necessary to discharge any mechanics' lien or other encumbrance against the Property or any part thereof which first arises after the date of this Declaration and which may in the opinion of the Board, constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall jointly and severally be liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Unit Owners;

(t) To maintain and repair any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements or any other portion of the Property, and the Unit Owner of such Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the Board to said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair;

(u) The Board or its agent, upon reasonable notice, may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Board as a Common Expense;

(v) The Board's powers hereinabove enumerated and described in this Declaration shall be limited in that the Board shall have no authority to pay for any structural alterations, additions to, or improvements of the Common Elements (other than for purposes of repairing, replacing or restoring portions of the Common Elements in accordance with the provisions of this Declaration) requiring an expenditure in excess of Thirty Thousand Dollars (\$30,000.00) without in each case the prior approval of Voting Members having two-thirds (2/3) of the total vote. The term "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment with the functional



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equivalent of the original portions of such areas. Replacement of the Common Elements may result in an improvement over the original quality of such elements or facilities; provided that, unless the improvement is mandated by law or is an emergency as defined in item (iv) of subparagraph (8) of paragraph (a) of Section 18 of the Act, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board of Directors, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within twenty one (21) days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the expenditure. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified;

(w) All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers or agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President and countersigned by the Secretary of the Association;

(x) The Board may engage the services of a professional management agent to manage the Property to the extent deemed advisable by the Board, provided, however, any management agreement must be terminable for cause upon thirty (30) days' notice, and shall not be for a term to exceed one (1) year, renewable by agreement of the parties for successive one (1) year terms.

(y) Nothing hereinabove shall be construed to give the Board, the Association, or the Unit Owners authority to conduct an active business for profit on behalf of all the Unit Owners or any of them;

(z) The Board may retain the services of accountants and attorneys;

(aa) Upon authorization by the affirmative vote of not less than a majority of the Voting Members at a meeting duly called for such purpose, the Board, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property and to charge and collection all expenses incurred in connection therewith as Common Expenses;

(bb) If any Unit Owner shall default in the performance of such Unit Owner's obligations hereunder, under the Act or under the rules and regulations of the Board, the Board may maintain an action for possession against such defaulting

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Unit Owner for the benefit of all the other Unit Owners in the manner prescribed by the Illinois Code of Civil Procedure.

## SUB-ARTICLE V OFFICERS

**SECTION 1. DESIGNATION.** The officers of the Association shall be a president, one or more vice-presidents (the number thereof to be determined by the Board of Directors), a treasurer and secretary and such assistant officers as required by the Board of Directors.

**SECTION 2. ELECTION AND TERM OF OFFICE.** The officers of the Association shall be elected annually by the Board from among the members of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified.

**SECTION 3. REMOVAL.** Any officer elected by the Board may be removed by a two-thirds (2/3) vote of the total membership of the Board at a meeting thereof.

**SECTION 4. VACANCIES.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board for the unexpired portion of the term by a majority vote of the remaining members at a meeting thereof.

**SECTION 5. PRESIDENT.** The president shall be the principal executive officer of the Board and of the Association and shall in general supervise and control all of the business and affairs of the Association. He or she shall preside at all meetings of the Voting Members and the Board. The President may sign, with the secretary or any other officer authorized by the Board, any deeds, mortgages, contracts or other instruments as provided in the Act which the Board has authorized to be executed and in general perform all duties incident to the office of president and such other duties as may be prescribed by the Board from time to time. The president shall also be the designated officer of the Association to execute amendments to Condominium Instruments as provided for in the Act and the Condominium Instruments.

**SECTION 6. VICE PRESIDENT.** In the absence of the president or in the event of his or her inability or refusal to act, the vice president (or in the event there be more than one vice president, the vice presidents, in order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Any vice president shall perform such other duties as from time to time may be assigned to him or her by the president or by the Board.

**SECTION 7. TREASURER.** The treasurer and/or assistant treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; have charge and custody of and be responsible for the financial records and books of account of the Association; receive and give receipts for monies due and payable to the

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Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositaries as shall be selected by the Board; and in general perform all the duties incident to the office of the treasurer and such other duties as from time to time may be assigned to him or her by the president or the Board.

**SECTION 8. SECRETARY.** The secretary and/or assistant secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; provide that all notices are duly given in accordance with the provisions of these By-laws or as required by law; be custodian of the corporate records and of the seal of the corporation and arrange for the seal of the corporation to be affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws; and in general perform all the duties incident to the office of the secretary and such other duties as from time to time may be assigned to him or her by the president or the Board. The secretary shall also be the designated officer of the Association to mail and receive any notices directed to or from the Board.

## SUB-ARTICLE VI BOOKS AND RECORDS

**SECTION 1. BOOKS AND RECORDS.** The Board or its managing agent shall maintain those records of the Association, and make the same available for examination and copying at convenient hours of weekdays by the Owners or their mortgagees and their duly authorized agents or attorneys, as required by the Illinois Condominium Property Act, and specifically by Section 19 of the Illinois Condominium Property Act. The Association may charge back to any requesting party the actual costs incurred by the Association in retrieving and copying any such documents referred to in this Section.

**SECTION 2. DELEGATION.** The Board may delegate the responsibility for maintaining the records described in Section 1 above, and for the examination and copying thereof, to a management agent engaged pursuant to Section 8(x) of Sub-Article IV of Article X.

**SECTION 3. UNIT OWNER ACCOUNT.** Upon ten (10) days written notice to the Board, and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his or her account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

## SUB-ARTICLE VII ASSESSMENTS-MAINTENANCE FUND

### SECTION 1. PREPARATION OF ESTIMATED BUDGET.

- (a) Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, supplies, and other items which will be required during the ensuing calendar year

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for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for adequate reserves including, without limitation, amounts to maintain capital reserve, and shall on or before November 15, notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof and containing each Unit Owner's respective assessment; provided, however, that such annual budget shall be furnished to each Unit Owner at least twenty-five (25) days prior to its adoption by the Board. The annual budget shall also take into account the net available cash income for the year derived from the operation or use of the Common Elements. Subject to the provisions of Paragraph 1(b)(iii) of Article V hereof and Section 8 of this Sub-Article VII, said "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B attached hereto.

(b) If the estimated budget requires assessment against the Unit Owners in any year exceeding one-hundred-fifteen percent (115%) of the assessment for the preceding year and upon written petition by Unit Owners having at least twenty percent (20%) of the total vote, filed with the Board within twenty-one (21) days of the Board's adoption of the estimated budget, the Board shall call a special meeting of the Unit Owners, to be convened within thirty (30) days of the date of filing the petition, to consider the estimated budget. Unless a majority of the total votes of the Unit Owners of the Association are cast at the meeting to reject the budget, it is ratified, whether or not a quorum is present..

(c) On or before January 1 of the ensuing year, and on the first of each and every month thereafter, every Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessments made pursuant to this section. Any assessments not paid when due shall bear interest at the highest legal contract rate of interest then permitted in Illinois calculated from the date said assessments were due to the date of payment thereof. The Association shall have no authority to forbear the payment of assessments by any Unit Owner.

(d) On or before April 1 of each calendar year following the initial meeting, the Board shall supply to all Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus the Capital Reserve. Such accounting shall be prepared by a certified public accountant. Any net shortage or excess shall be applied as an adjustment to the installments due under the current year's estimate in the succeeding six (6) months after rendering of the accounting, subject, however, to the provisions of Section 2 of this Sub-Article VII.

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**SECTION 2. CAPITAL RESERVE – SUPPLEMENTAL BUDGET.** The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements within the Common Elements and equipment owned by the 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 Association in connection with its duties hereunder. Each budget shall disclose that percentage of the annual assessment which shall be added to the Capital Reserve and each Unit Owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the annual assessment paid by such Unit Owner. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such portions of any contingency reserve or Capital Reserve, as applicable, which remains unallocated. If the "estimated cash requirement" proves inadequate for any reason or in the event a non-recurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or non-recurring expense for the remainder of such year, copies of which shall be furnished to each Unit Owner, and thereupon a separate assessment shall be made to each Unit Owner for his or her proportionate share of such supplemental budget. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount. If any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred and fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition of the Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within twenty-one (21) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the separate assessment. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the separate assessment, it is ratified. Provided, that 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 other provisions of this Section 2. As used in this Section, "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners. Provided further, that 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.

**SECTION 3. FAILURE TO PREPARE ANNUAL BUDGET.** The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.



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**SECTION 4. STATUS OF COLLECTED FUNDS.** All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments or user charges) shall be deemed to be held for the benefit, use and account of all Unit Owners in the percentages set forth in Exhibit B.

**SECTION 5. USER CHARGES.** The Board may establish, and such Unit Owner shall pay, user charges to defray the expenses of providing services, facilities or benefits which may not be used equally or proportionately by all of the Unit Owners or which, in the judgment of the Board, should not be charged to every Unit Owner. Such expenses may include, without limitation, charges for such other services and facilities provided to Unit Owners which should not be reasonably allocated among all Unit Owners in the same manner as the Common Expenses. Such user charges may be billed separately to each Unit Owner benefited thereby, or may be added to such Unit Owner's share of the Common Expenses, as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges pursuant to this Section 5 and the Board may elect to treat all or any portion thereof as Common Expenses.

**SECTION 6. NON-USE AND ABANDONMENT.** No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his, her, or their Units.

## SUB-ARTICLE VIII COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

**SECTION 1. GENERAL.** Every Unit or any two or more adjoining Units together shall be used for housing and related common purposes for which the Property was designed and for no other purpose. That part of the Common Elements separating any two or more adjoining Units which are owned by the same Unit Owner may be altered or removed to afford ingress and egress to and from such adjoining Units, provided, however, that (a) such alteration or removal shall not violate local ordinances nor impair or weaken the structural integrity of any Unit or any portion of the Common Elements, (b) the Unit Owner shall furnish to the Board not less than ten (10) days prior to the date the Unit Owner desires to commence such work, plans detailing the work to be done, (c) the Board consents to the performance of such work (which it shall not be obligated to do), (d) the expense of such alterations shall be paid in full by the Unit Owner making such alterations, and (e) such Unit Owner shall pay in full the expense of restoring such Common Elements to their former condition prior to such alteration in the event such Units cease to be used together. Alterations to other portions of the Common Elements shall be governed by Article V hereof. In no event shall any area used for parking motor vehicles be used as a living space or area.

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## **SECTION 2. OBSTRUCTION OF COMMON ELEMENTS AND UNIT MAINTENANCE.**

There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without prior written consent of the Board except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his or her own Unit and the Limited Common Elements adjoining his or her Unit.

## **SECTION 3. PROHIBITED USE.**

(a) General. Nothing shall be done or kept in any Unit, or in the Common Elements, which will increase the rate of insurance on any of the Buildings or contents thereof, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his or her Unit, or in the Common Elements, which will result in the cancellation of insurance on any of the Buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements. No Unit Owner shall overload the electric wiring in any of the Buildings, or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories, or equipment to the heating or plumbing system, without prior written consent of the Board.

(b) Unit Owner Insurance. Each Unit Owner shall be responsible for his or her own insurance on his or her personal property in his or her own Unit, his or her personal property stored elsewhere on the Property and his or her personal liability to the extent not covered by the liability insurance for all the Unit Owners obtained by the Board as hereinbefore provided.

(c) Exterior Attachments. Unit Owners shall not cause or permit anything to be placed on the outside walls of any of the Buildings and no sign, awning, canopy, shutter, radio, or television antenna shall be affixed to or placed upon the exterior walls or roof of any such Buildings, or any part thereof, without the prior written consent of the Board.

(d) Window Treatment. The use and the covering of the interior surfaces of the glass windows and/or doors appurtenant to the Units, whether by draperies, shades or other items visible from the exterior of any of the Buildings, shall be subject to the rules and regulations of the Board.

(e) Floor Coverings. In order to enhance the soundproofing of the Buildings, the floor covering for any Unit above another Unit, if any, shall meet a certain minimum standard as may be specified by this Declaration or by the rules and regulations of the Board.

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- (f) Pets. No animals, reptiles, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets may be kept in the Units, subject to rules and regulations adopted by the Board, and provided that they are not kept, bred or maintained for any commercial purposes, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Board.
- (g) Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.
- (h) Unsanitliness. No clothes, sheets, blankets, laundry, or any kind of other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.
- (i) Personal Effects. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements, except that baby carriages, bicycles and other personal property may be stored in the common storage areas designated for that purpose.
- (j) Commercial Activities. Except as may be approved by the Board in writing and lawful under the applicable ordinances of the Village of Burr Ridge, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Unit which has been designated a residence.
- (k) "For Sale" and "For Rent" Signs. No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the Property except at such location and in such form, as shall be determined by the Board.
- (l) Common Elements. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.
- (m) Vehicles. Vehicles, other than passenger automobiles, shall not be stored or parked anywhere within or on the Property. This prohibition includes, but not by way of limitation, recreational vehicles, campers and boats.
- (n) Leases. With the exception of a lender in possession of a Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other

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arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease his or her Unit for transient or hotel purposes. Any lease of Unit for less than six months shall be deemed to be a lease for transient or hotel purposes. Unit Owners shall be permitted to lease their Units, but not less than the entire Unit, on such terms and conditions as the Unit Owners may deem advisable, and all such leases shall be in writing. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and that any failure by the lessee to comply with the terms of this Declaration shall be a default under the lease. The Unit Owner shall deliver a copy of the signed lease to the Board no later than date of occupancy or within ten (10) days of signing the lease, whichever occurs first.

(o) Exceptions. The Unit restrictions in Section 3(j) of this Sub-Article VIII shall not, however, be construed in such a manner as to prohibit a Unit Owner from (i) maintaining his or her personal professional library therein; (ii) keeping his or her personal business or professional records or accounts therein; or (iii) handling his or her personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of such Section 3(j).

(p) Garage Sales. No "garage sales" shall be held on any part of the Property, except upon the prior written consent of the Board.

## SUB-ARTICLE IX REMEDIES

**SECTION 1. VIOLATIONS.** Upon the occurrence of any one or more of the following events, the Board shall have the rights and remedies set forth in Section 2 of this Sub-Article IX:

(a) Failure by a Unit Owner to pay when due any sums required to be paid by such Unit Owner pursuant to Paragraphs 1(b), 1(e) and 2(b) of Article V, Sub-Article VII of Article X, or other provisions of this Declaration, for thirty (30) days after written notice of such non-payment shall have been given such Unit Owner; provided that such defaulting Unit Owner shall not be entitled to written notice and opportunity to cure such failure if such Unit Owner has been given three or more notices pursuant to this Section 1(a) during the twelve-month period immediately preceding such failure.

(b) Violation or breach by a Unit Owner (or any occupant of his or her Unit) of any provision, covenant or restriction of the Act, this Declaration, the By-Laws, and contractual obligation to the Board or Association undertaken by such Unit Owner, or any rule or regulation promulgated by the Board, and the continuation of such violation or breach for thirty (30) days after written notice thereof shall have been given such Unit Owner; provided that such defaulting Unit Owner shall not be entitled to written notice and opportunity to correct such violation or

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breach if such Unit Owner has been given three or more notices pursuant to this Section 1(b) during the twelve-month period immediately preceding such violation or breach.

**SECTION 2. RIGHTS AND REMEDIES.** Upon the occurrence of any one or more of the events described in the above Section 1 of this Sub-Article IX, the Board shall have the following rights and remedies:

(a) The Board shall have the right to possession of the defaulting Owner's Unit after service by the Board on such Owner (in the manner set forth in Paragraph 2 of Article XIII hereof), by maintaining an action for possession against such defaulting Unit Owner for the benefit of all the other Unit Owners in the manner prescribed by the Illinois Code of Civil Procedure.

(b) For a violation or breach described in the above Section 1(b), the Board shall have the right: (i) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove or do whatever else may be necessary to correct, at the expense of the defaulting Unit Owner, any such violation or breach or the cause of such violation or breach; and the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate, or remedy, by a proceeding at law or in equity, the continuance of any such violation or breach.

(c) Upon the occurrence of one of the events described in the above Section 1(a), including without limitation, failure by a Unit Owner to pay his or her percentage share of Common Expenses or user charges, the Board shall have a lien on the amount of any sums due from such Unit Owner; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Owner. Except as provided in Paragraph 1(a) of Article XI relating to mortgages, the lien provided for in this Section 1(c) shall not be affected by any transfer of title to the Unit Ownership. However, the transferee of a Unit Ownership shall be liable for his or her share of any sums with respect to which a lien against his or her Unit Ownership has been extinguished pursuant to the preceding sentence, which are reallocated among the Unit Owners pursuant to a subsequently adopted annual revised or special assessment, and non-payment thereof by such transferee shall result in a lien against the transferee's Unit Ownership as provided in this Section 1(c).

(d) The Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the right of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his or her Unit and thereupon an action may be filed by the Board against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him or her and ordering that all the right, title and interest of said defaulting Unit Owner in the Property shall be sold at a judicial sale, upon such notice and terms as the court shall determine,



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except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his or her interest in the Unit Ownership at such judicial sale. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or other sums due hereunder or any liens, shall be paid to the defaulting Unit Owner. Upon the confirmation of such sale, the purchaser at such sale shall be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession.

(e) In addition to or in conjunction with the remedies set forth above, the Board or its agents shall have the right to bring an action at law or in equity against the Unit Owner or Occupant of a Unit, as permitted by law, including, without limitation, an action: (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 Sub-Article IX; or (v) for any other relief which the Board may deem necessary and appropriate. Any and all rights and remedies provided for in the Act, this Declaration, the By-laws, any contractual obligation to the Board or Association undertaken by such Unit Owner, or in the rules and regulations promulgated by the Board 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 exercise any such rights or remedies 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.

(f) Upon the occurrence of one of the events described in the above Section 1(a), the Board may accelerate the maturity of the remainder of installments of Common Expenses due from such defaulting Unit Owner for the balance of the assessment year.

(g) All expenses incurred by the Board in connection with the exercise of its rights and remedies under this Sub-Article IX, including without limitation, court costs, reasonable attorneys' fees and all other fees and expenses, and all damages, together with interest thereon at the highest legal contract rate of interest then permitted in Illinois until paid, shall be charged to and assessed against the defaulting Unit Owner, and shall be added to and deemed part of his or her respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his or her additions and improvements thereto and upon all his or her personal property in his or her Unit or located elsewhere on the Property.

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**SECTION 3. ENFORCEMENT BY UNIT OWNER.** Any aggrieved Unit Owner may enforce the provisions of this Declaration, the By-Laws, or any rules and regulations promulgated by the Board by an action at law or in equity.

## ARTICLE XI

### MISCELLANEOUS MORTGAGE PROVISIONS

The following provisions are intended for the benefit of every holder of a first mortgage upon a Unit, and to the extent that such provisions conflict with any other provisions of this Declaration, the following provisions shall control:

#### 1. NOTICES

(a) The Association shall furnish every first mortgagee of a Unit with a notice of any default, not cured within thirty (30) days, by the Unit Owner of such Unit in the performance of such Unit Owner's obligations under this Declaration. Any first mortgagee of a Unit who comes into possession of or obtains title to the said Unit pursuant to the remedies provided in the mortgage, or by foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, and any purchaser at a foreclosure sale, to the extent permitted by law, shall acquire such Unit free of any claims for unpaid assessments or charges in favor of the Association which accrue prior to the time such acquiring party comes into possession of or obtains title to the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units, including the mortgaged Unit).

(b) The Association shall furnish every first mortgagee of a Unit with notice of any damage to or destruction or taking of the Common Elements if such damage, destruction or taking exceeds Ten Thousand Dollars (\$10,000.00); provided, however, that if damage shall occur to a Unit in excess of One Thousand Dollars (\$1,000.00), then notice of such damage shall also be given to the holder of the first mortgage on such Unit.

#### 2. REQUESTS

Upon request in writing to the Board or the Association, every first mortgagee of a Unit shall have the right:

(a) To examine the books and records of the Association during normal business hours;

(b) To receive any annual audited or unaudited financial statements which are prepared by or for the Association;

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- (c) To receive notices of all meetings of the Association and to designate a representative to attend all such meetings;
- (d) To receive notice of any decision by the Unit Owners to make a material amendment to the Declaration, By-Laws or Articles of Incorporation;
- (e) To receive a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner.

### 3. INSURANCE

No provisions of this Declaration or the Articles of Incorporation of the Association or any similar instrument pertaining to the Property or the Units shall be deemed to give a Unit Owner or any other party priority over any rights of first mortgagees of Units, arising under their mortgages, in distributions to Unit Owners of insurance proceeds or condemnation awards relating to the Units and/or the Common Elements, or any portions thereof or interests therein. The holder of a first mortgage on a Unit shall be entitled to timely notice of an insurable loss and any condemnation proceeding affecting said Unit.

### 4. PROHIBITIONS

Unless the first mortgagees of two thirds (2/3) of the individual Units which have become a part of the Property have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to:

- i. Seek, by act or omission, the abandonment or termination of the condominium regime except for abandonment or termination as provided for by the Act in the event substantial loss to the Units and/or the Common Elements;
- ii. Change the pro-rata interest or obligations of any Unit Owner for purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for determining the pro-rata share of ownership of each Owner in the Common Elements, except as provided for in Article IX hereof;
- iii. Change the pro-rata interest or obligation of any Unit Owner for the purpose of determining the pro-rata share of ownership of each Owner in the Common Elements, except as provided for in Article IX hereof;
- iv. Partition or subdivide any Unit;
- v. Seek, by act or omission, the abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements. The granting of easements for public utilities or for other public purposes consistent with

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the intended use of the Common Elements by the condominium project shall not be deemed an encumbrance or transfer within the meaning of this clause;

- vi. Use hazard insurance proceeds for losses to any Property (whether to Units or to Common Elements) for other than the repair, replacement, or construction of such improvements, except as provided by the Act in case of substantial loss to the Units and/or the Common Elements;
- vii. Materially amend this Declaration;

## 5. EMINENT DOMAIN

If any Unit, or any portion thereof, or if the Common Elements, or any portion thereof, is made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any first mortgage on a Unit shall be entitled to timely notice of any such proceeding or proposed acquisition and no provision of this Declaration shall entitle any Owner of a Unit, or other party, to priority over such first mortgage with respect to the distribution to such Unit of the proceeds of any award or settlement.

## 6. MORTGAGE HOLDER INFORMATION

Within fifteen (15) days of the recording of a mortgage or trust deed against a Unit Ownership given by the Unit Owner of that Unit to secure a debt, the Unit Owner shall inform the Board of the identity of the Unit Owner's mortgage holder, together with a mailing address at which the mortgage holder can receive notices from the Association. If a Unit Owner fails or refuses to inform the Board as required under this Paragraph 6, then the Unit Owner shall be liable to the Association for all costs, expenses and reasonable attorney's fees and such other damages, if any, incurred by the Association as a result of such failure or refusal.

## ARTICLE XII

### INTENTIONALLY OMITTED

## ARTICLE XIII

## GENERAL PROVISIONS

### 1. LIENS

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

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the payment of his or her Unit's proportionate share of any due and payable indebtedness.

## 2. NOTICES TO BOARD, ASSOCIATION, AND UNIT OWNERS

Notices provided for in this Declaration and in the Act shall be in writing. Notices to a Unit Owner may be delivered to such Unit Owner personally or by mail addressed to such Unit Owner's Unit. Additionally, notices sent to a Unit Owner may be sent via electronic transmission, including e-mail, or other acceptable technological means if the Unit Owner has provided his or her written authorization to the Association to provide notices via such methods. Notices to the Board or the Association may be personally delivered to any member of the Board or officer of the Association or mailed to such member or officer at such member's or officer's Unit. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may also designate a different address for notices to such Unit Owner by giving written notice of such Unit Owner's change of address to the Board or Association. Notices addressed and mailed to the Board or Association as above shall be deemed delivered when such notice is deposited in such Unit Owner's mailbox in the building in which the Unit is located.

## 3. NOTICE TO DESCENDENT

Notices required to be given any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at his, her, or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

## 4. BINDING EFFECT

Each Owner and each subsequent grantee of a Unit by acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, and each tenant, under a lease for a Unit accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind each Person having at any time any interest or estate in the Property or Unit, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

## 5. WAIVER

No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure



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to enforce the same, irrespective of the number of violations or breaches which may occur.

## 6. AMENDMENT

Except as otherwise provided in the Act, this Declaration and Bylaws, the provisions of the Condominium Instruments may be amended, changed, or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all of the members of the Board, at least three-fourths (3/4) of the Unit Owners, and any mortgagees required under the provisions of the Condominium Instruments, and containing an affidavit by an officer of the Association certifying that a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of such affidavit. Any amendment, change or modification shall conform to the provisions of the Act and shall be effective upon recordation thereof. Except to the extent authorized by provisions of the Act or this Declaration, no amendment to the Condominium Instruments shall change the boundaries of any Unit or the undivided interest in the Common Elements, the number of votes in the Association, or the liability for Common Expenses appertaining to a Unit.

## 7. INVALIDITY

The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

## 8. PERPETUITIES AND RESTRAINTS

If any of the options, privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void for violation of: (a) the rule against perpetuities or some analogous statutory provision; (b) the rules restricting restraints on alienation; or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last to die of the now living lawful descendants of Ronald Reagan, former President of the United States, and Paul Simon, former Senator of the State of Illinois.

## 9. CONSTRUCTION

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

## 10. HEADINGS AND GENDER

The heading and captions contained in this Declaration are inserted for convenient reference only and shall not be deemed to construe or limit the Articles and

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Paragraphs to which they apply. The word "his" whenever used in this Declaration shall include the masculine, feminine and neuter pronouns.

## 11. OWNERSHIP BY LAND TRUSTEE

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

## 12. UTILITIES

Each Unit Owner shall promptly pay when due the cost for all telephone, electricity and other utilities, which are separately metered or billed to such Unit Owner or for the Unit owned by such Unit Owner, by the utility company furnishing such utility.

## END OF TEXT OF DECLARATION

This instrument was prepared by, and upon recording return to:

KEAY & COSTELLO, P.C.  
128 South County Farm Road  
Wheaton, Illinois 60187  
(630) 690-6446

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STATE OF ILLINOIS )  
  )  
COUNTY OF De Paul )      SS

The undersigned hereby certifies that we are the duly elected, qualified and acting President and Secretary of the Board of Directors for Carriage Way of Burr Ridge Condominium Association, and that the attached is a true, correct, and accurate copy of the Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and Declaration of By-Laws for Carriage Way of Burr Ridge Condominium, and that said document was approved by at least two-thirds (2/3) of the directors on the Board of Directors for Carriage Way of Burr Ridge Condominium Association at a Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 28<sup>th</sup> day of August, 2018.

Carriage Way of Burr Ridge  
Condominium Association

JERRY P. NOVAK  
Printed Name

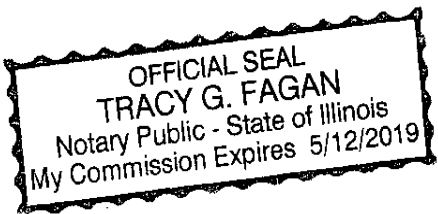
By: [Signature]  
President of the Board of Directors

Thomas Julian  
Printed Name

By: [Signature]  
Secretary of the Board of Directors

I, TRACY FAGAN, a Notary Public, hereby certify that on the above date, the above President and Secretary of the Board of Directors for Carriage Way of Burr Ridge Condominium Association, which Board members are personally known to me, appeared before me and acknowledged that, as such Board members, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.

By: [Signature]  
Notary Public



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## LIST OF EXHIBITS

Exhibit A – Legal Description of the Parcel Subject to the Declaration

Exhibit B – List of Units and Percentage of Interest in the Common Elements

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

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**EXHIBIT A**

TO  
**DECLARATION OF CONDOMINIUM OWNERSHIP  
 AND OF  
 EASEMENTS, RESTRICTIONS AND COVENANTS FOR  
 CARRIAGE WAY OF BURR RIDGE CONDOMINIUM  
 AND  
 DECLARATION OF BY-LAWS FOR  
 CARRIAGE WAY OF BURR RIDGE CONDOMINIUM ASSOCIATION**

**LEGAL DESCRIPTION OF THE PARCEL OF PROPERTY  
 SUBMITTED OR TO BE SUBMITTED TO THE ACT**

**Parcel 1:**

THAT PART OF OUTLOT B IN CARRIAGE WAY, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO PART OF THE SOUTHWEST QUARTER OF SAID SECTION 19, TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID OUTLOT B; THENCE SOUTH 11 DEGREES, 46 MINUTES, 06 SECONDS WEST ALONG THE EASTERLY LINE OF FRONTAGE ROAD, 51.07 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 441.37 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 250.82 FEET, TO A POINT ON A CURVE, SAID CURVE BEING THE NORTHERLY LINE OF SAID OUTLOT B; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1408.96 FEET, A DISTANCE OF 47.94 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 375.21 FEET, TO THE NORTHWEST CORNER OF SAID OUTLOT B; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 162.49 FEET; THENCE SOUTH 11 DEGREES, 46 MINUTES, 06 SECONDS WEST, 38.32 FEET, TO THE POINT OF BEGINNING, ALL LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Parcel 2:**

THAT PART OF OUTLOT B IN CARRIAGE WAY BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO THAT PART OF THE SOUTHWEST QUARTER OF SAID SECTION 19, TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID OUTLOT B; THENCE SOUTH 11 DEGREES, 46 MINUTES, 06 SECONDS WEST ALONG THE EASTERLY LINE OF FRONTAGE ROAD, 51.07 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 441.37 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED LINE, 483.63 FEET; THENCE NORTH 10 DEGREES, 21 MINUTES, 28 SECONDS WEST 332.97 FEET, TO THE NORTHERLY LINE OF SAID OUTLOT B; THENCE SOUTH 74 DEGREES, 33 MINUTES, 06 SECONDS WEST, 100.0 FEET TO A POINT OF CURVE; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1408.96 FEET, A DISTANCE OF 331.95 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 250.82 FEET TO THE POINT OF BEGINNING, ALL LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Parcel 3:

THAT PART OF OUTLOT B IN CARRIAGE WAY BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO THAT PART OF THE SOUTHWEST QUARTER OF SAID SECTION 19, TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID OUTLOT B; THENCE SOUTH 11 DEGREES, 46 MINUTES, 06 SECONDS WEST ALONG THE EASTERLY LINE OF FRONTAGE ROAD, 51.07 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 925.0 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED LINE, 362.0 FEET; THENCE NORTH 09 DEGREES, 10 MINUTES, 56 SECONDS EAST, 252.86 FEET; THENCE NORTH 07 DEGREES, 40 MINUTES, 27 SECONDS WEST, 254.87 FEET; THENCE NORTH 61 DEGREES 59 MINUTES, 59 SECONDS WEST, 55.0 FEET TO A POINT ON A CURVE, SAID CURVE BEING THE NORTHWESTERLY LINE OF SAID OUTLOT B; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 295.0 FEET, A DISTANCE OF 239.68 FEET TO A POINT OF TANGENCY; THENCE SOUTH 74 DEGREES, 33 MINUTES, 06 SECONDS WEST, 205.14 FEET; THENCE SOUTH 10 DEGREES, 22 MINUTES, 28 SECONDS EAST, 332.97 FEET TO THE POINT OF BEGINNING, ALL LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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## Addresses and PINs

<u>Address</u>	<u>PIN#</u>
108 Carriage Way, #A-101	18-19-307-007-1001
108 Carriage Way, #A-102	18-19-307-007-1002
112 Carriage Way, #A-103	18-19-307-007-1003
112 Carriage Way, #A-104	18-19-307-007-1004
112 Carriage Way, #A-105	18-19-307-007-1005
112 Carriage Way, #A-106	18-19-307-007-1006
112 Carriage Way, #A-107	18-19-307-007-1007
108 Carriage Way, #A-108	18-19-307-007-1008
112 Carriage Way, #A-109	18-19-307-007-1009
112 Carriage Way, #A-110	18-19-307-007-1010
112 Carriage Way, #A-111	18-19-307-007-1011
112 Carriage Way, #A-112	18-19-307-007-1012
116 Carriage Way, #A-113	18-19-307-007-1013
116 Carriage Way, #A-114	18-19-307-007-1014
116 Carriage Way, #A-115	18-19-307-007-1015
116 Carriage Way, #A-116	18-19-307-007-1016
108 Carriage Way, #A-201	18-19-307-007-1017
108 Carriage Way, #A-202	18-19-307-007-1018
112 Carriage Way, #A-203	18-19-307-007-1019
112 Carriage Way, #A-204	18-19-307-007-1020
112 Carriage Way, #A-205	18-19-307-007-1021
112 Carriage Way, #A-206	18-19-307-007-1022
112 Carriage Way, #A-207	18-19-307-007-1023
112 Carriage Way, #A-208	18-19-307-007-1024
112 Carriage Way, #A-209	18-19-307-007-1025
112 Carriage Way, #A-210	18-19-307-007-1026
112 Carriage Way, #A-211	18-19-307-007-1027
112 Carriage Way, #A-212	18-19-307-007-1028
116 Carriage Way, #A-213	18-19-307-007-1029
116 Carriage Way, #A-214	18-19-307-007-1030
116 Carriage Way, #A-215	18-19-307-007-1031
116 Carriage Way, #A-216	18-19-307-007-1032
Parking Space #A-1	18-19-307-007-1033
Parking Space #A-2	18-19-307-007-1034
Parking Space #A-3	18-19-307-007-1035
Parking Space #A-5	18-19-307-007-1036
Parking Space #A-7	18-19-307-007-1037
Parking Space #A-8	18-19-307-007-1038
Parking Space #A-9	18-19-307-007-1039
Parking Space #A-10	18-19-307-007-1040
Parking Space #A-11	18-19-307-007-1041
Parking Space #A-12	18-19-307-007-1042
Parking Space #A-13	18-19-307-007-1043

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Address	PIN#
Parking Space #A-14	18-19-307-007-1044
Parking Space #A-15	18-19-307-007-1045
Parking Space #A-16	18-19-307-007-1046
Parking Space #A-17	18-19-307-007-1047
Parking Space #A-19	18-19-307-007-1048
Parking Space #A-20	18-19-307-007-1049
Parking Space #A-21	18-19-307-007-1050
Parking Space #A-22	18-19-307-007-1051
Parking Space #A-23	18-19-307-007-1052
Parking Space #A-24	18-19-307-007-1053
Parking Space #A-25	18-19-307-007-1054
Parking Space #A-26	18-19-307-007-1055
Parking Space #A-27	18-19-307-007-1056
Parking Space #A-28	18-19-307-007-1057
Parking Space #A-29	18-19-307-007-1058
Parking Space #A-30	18-19-307-007-1059
Parking Space #A-31	18-19-307-007-1060
Parking Space #A-32	18-19-307-007-1061
Parking Space #A-33	18-19-307-007-1062
Parking Space #A-34	18-19-307-007-1063
Parking Space #A-35	18-19-307-007-1064
Parking Space #A-36	18-19-307-007-1065
Parking Space #A-37	18-19-307-007-1066
Parking Space #A-38	18-19-307-007-1067
Parking Space #A-39	18-19-307-007-1068
Parking Space #A-40	18-19-307-007-1069
Parking Space #A-41	18-19-307-007-1070
Parking Space #A-42	18-19-307-007-1071
Parking Space #A-43	18-19-307-007-1072
Parking Space #A-44	18-19-307-007-1073
Parking Space #A-45	18-19-307-007-1074
Parking Space #A-46	18-19-307-007-1075
Parking Space #A-47	18-19-307-007-1076
Parking Space #A-48	18-19-307-007-1077
Parking Space #A-49	18-19-307-007-1078
Parking Space #A-50	18-19-307-007-1079
Parking Space #A-51	18-19-307-007-1080
Parking Space #A-52	18-19-307-007-1081
Parking Space #A-53	18-19-307-007-1082
Parking Space #A-54	18-19-307-007-1083
Parking Space #A-55	18-19-307-007-1084
Parking Space #A-56	18-19-307-007-1085
Parking Space #A-57	18-19-307-007-1086
Parking Space #A-58	18-19-307-007-1087
Parking Space #A-59	18-19-307-007-1088

# UNOFFICIAL COPY

Address	PIN#
Parking Space #A-60	18-19-307-007-1089
Parking Space #A-61	18-19-307-007-1090
Parking Space #A-62	18-19-307-007-1091
Parking Space #A-63	18-19-307-007-1092
Parking Space #A-64	18-19-307-007-1093
Parking Space #A-65	18-19-307-007-1094
Parking Space #A-66	18-19-307-007-1095
Parking Space #A-67	18-19-307-007-1096
120 Carriage Way, #B-101	18-19-307-007-1097
120 Carriage Way, #B-102	18-19-307-007-1098
120 Carriage Way, #B-103	18-19-307-007-1099
120 Carriage Way, #B-104	18-19-307-007-1100
124 Carriage Way, #B-105	18-19-307-007-1101
124 Carriage Way, #B-106	18-19-307-007-1102
124 Carriage Way, #B-107	18-19-307-007-1103
124 Carriage Way, #B-108	18-19-307-007-1104
124 Carriage Way, #B-109	18-19-307-007-1105
124 Carriage Way, #B-110	18-19-307-007-1106
124 Carriage Way, #B-111	18-19-307-007-1107
124 Carriage Way, #B-112	18-19-307-007-1108
124 Carriage Way, #B-113	18-19-307-007-1109
124 Carriage Way, #B-114	18-19-307-007-1110
128 Carriage Way, #B-115	18-19-307-007-1111
128 Carriage Way, #B-116	18-19-307-007-1112
128 Carriage Way, #B-117	18-19-307-007-1113
128 Carriage Way, #B-118	18-19-307-007-1114
120 Carriage Way, #B-201	18-19-307-007-1115
120 Carriage Way, #B-202	18-19-307-007-1116
120 Carriage Way, #B-203	18-19-307-007-1117
120 Carriage Way, #B-204	18-19-307-007-1118
124 Carriage Way, #B-205	18-19-307-007-1119
124 Carriage Way, #B-206	18-19-307-007-1120
124 Carriage Way, #B-207	18-19-307-007-1121
124 Carriage Way, #B-208	18-19-307-007-1122
124 Carriage Way, #B-209	18-19-307-007-1123
124 Carriage Way, #B-210	18-19-307-007-1124
124 Carriage Way, #B-211	18-19-307-007-1125
124 Carriage Way, #B-212	18-19-307-007-1126
124 Carriage Way, #B-213	18-19-307-007-1127
124 Carriage Way, #B-214	18-19-307-007-1128
128 Carriage Way, #B-215	18-19-307-007-1129
128 Carriage Way, #B-216	18-19-307-007-1130
128 Carriage Way, #B-217	18-19-307-007-1131
128 Carriage Way, #B-218	18-19-307-007-1132
Parking Space #B-1	18-19-307-007-1133

## UNOFFICIAL COPY

Address	PIN#
Parking Space #B-2	18-19-307-007-1134
Parking Space #B-3	18-19-307-007-1135
Parking Space #B-4	18-19-307-007-1136
Parking Space #B-7	18-19-307-007-1137
Parking Space #B-8	18-19-307-007-1138
Parking Space #B-9	18-19-307-007-1139
Parking Space #B-10	18-19-307-007-1140
Parking Space #B-11	18-19-307-007-1141
Parking Space #B-12	18-19-307-007-1142
Parking Space #B-13	18-19-307-007-1143
Parking Space #B-14	18-19-307-007-1144
Parking Space #B-15	18-19-307-007-1145
Parking Space #B-16	18-19-307-007-1146
Parking Space #B-18	18-19-307-007-1147
Parking Space #B-19	18-19-307-007-1148
Parking Space #B-20	18-19-307-007-1149
Parking Space #B-21	18-19-307-007-1150
Parking Space #B-22	18-19-307-007-1151
Parking Space #B-23	18-19-307-007-1152
Parking Space #B-24	18-19-307-007-1153
Parking Space #B-25	18-19-307-007-1154
Parking Space #B-26	18-19-307-007-1155
Parking Space #B-27	18-19-307-007-1156
Parking Space #B-28	18-19-307-007-1157
Parking Space #B-29	18-19-307-007-1158
Parking Space #B-30	18-19-307-007-1159
Parking Space #B-31	18-19-307-007-1160
Parking Space #B-32	18-19-307-007-1161
Parking Space #B-33	18-19-307-007-1162
Parking Space #B-34	18-19-307-007-1163
Parking Space #B-35	18-19-307-007-1164
Parking Space #B-36	18-19-307-007-1165
Parking Space #B-37	18-19-307-007-1166
Parking Space #B-38	18-19-307-007-1167
Parking Space #B-39	18-19-307-007-1168
Parking Space #B-40	18-19-307-007-1169
Parking Space #B-41	18-19-307-007-1170
Parking Space #B-42	18-19-307-007-1171
Parking Space #B-43	18-19-307-007-1172
Parking Space #B-44	18-19-307-007-1173
Parking Space #B-45	18-19-307-007-1174
Parking Space #B-46	18-19-307-007-1175
Parking Space #B-47	18-19-307-007-1176
Parking Space #B-48	18-19-307-007-1177
Parking Space #B-49	18-19-307-007-1178



# UNOFFICIAL COPY

Address	PIN#
Parking Space #B-50	18-19-307-007-1179
Parking Space #B-51	18-19-307-007-1180
Parking Space #B-52	18-19-307-007-1181
Parking Space #B-53	18-19-307-007-1182
Parking Space #B-54	18-19-307-007-1183
Parking Space #B-55	18-19-307-007-1184
Parking Space #B-56	18-19-307-007-1185
Parking Space #B-57	18-19-307-007-1186
Parking Space #B-58	18-19-307-007-1187
Parking Space #B-59	18-19-307-007-1188
Parking Space #B-60	18-19-307-007-1189
Parking Space #B-61	18-19-307-007-1190
Parking Space #B-62	18-19-307-007-1191
Parking Space #B-63	18-19-307-007-1192
Parking Space #B-64	18-19-307-007-1193
Parking Space #B-65	18-19-307-007-1194
Parking Space #B-66	18-19-307-007-1195
Parking Space #B-67	18-19-307-007-1196
Parking Space #B-68	18-19-307-007-1197
Parking Space #B-69	18-19-307-007-1198
Parking Space #B-70	18-19-307-007-1199
144 Carriage Way, #C-25	18-19-307-007-1200
144 Carriage Way, #C-27	18-19-307-007-1201
144 Carriage Way, #C-29	18-19-307-007-1202
144 Carriage Way, #C-30	18-19-307-007-1203
132 Carriage Way, #C-101	18-19-307-007-1204
132 Carriage Way, #C-102	18-19-307-007-1205
132 Carriage Way, #C-103	18-19-307-007-1206
132 Carriage Way, #C-104	18-19-307-007-1207
132 Carriage Way, #C-105	18-19-307-007-1208
132 Carriage Way, #C-106	18-19-307-007-1209
136 Carriage Way, #C-107	18-19-307-007-1210
136 Carriage Way, #C-108	18-19-307-007-1211
136 Carriage Way, #C-109	18-19-307-007-1212
136 Carriage Way, #C-110	18-19-307-007-1213
136 Carriage Way, #C-111	18-19-307-007-1214
136 Carriage Way, #C-112	18-19-307-007-1215
136 Carriage Way, #C-113	18-19-307-007-1216
136 Carriage Way, #C-114	18-19-307-007-1217
136 Carriage Way, #C-115	18-19-307-007-1218
136 Carriage Way, #C-116	18-19-307-007-1219
136 Carriage Way, #C-117	18-19-307-007-1220
140 Carriage Way, #C-118	18-19-307-007-1221
136 Carriage Way, #C-119	18-19-307-007-1222
140 Carriage Way, #C-120	18-19-307-007-1223

# UNOFFICIAL COPY

Address	PIN#
140 Carriage Way, #C-121	18-19-307-007-1224
140 Carriage Way, #C-122	18-19-307-007-1225
140 Carriage Way, #C-123	18-19-307-007-1226
140 Carriage Way, #C-124	18-19-307-007-1227
140 Carriage Way, #C-125	18-19-307-007-1228
140 Carriage Way, #C-126	18-19-307-007-1229
140 Carriage Way, #C-127	18-19-307-007-1230
140 Carriage Way, #C-128	18-19-307-007-1231
140 Carriage Way, #C-129	18-19-307-007-1232
140 Carriage Way, #C-130	18-19-307-007-1233
132 Carriage Way, #C-201	18-19-307-007-1234
132 Carriage Way, #C-202	18-19-307-007-1235
132 Carriage Way, #C-203	18-19-307-007-1236
132 Carriage Way, #C-204	18-19-307-007-1237
132 Carriage Way, #C-205	18-19-307-007-1238
132 Carriage Way, #C-206	18-19-307-007-1239
136 Carriage Way, #C-207	18-19-307-007-1240
136 Carriage Way, #C-208	18-19-307-007-1241
136 Carriage Way, #C-209	18-19-307-007-1242
136 Carriage Way, #C-210	18-19-307-007-1243
136 Carriage Way, #C-211	18-19-307-007-1244
136 Carriage Way, #C-212	18-19-307-007-1245
136 Carriage Way, #C-213	18-19-307-007-1246
136 Carriage Way, #C-214	18-19-307-007-1247
136 Carriage Way, #C-215	18-19-307-007-1248
136 Carriage Way, #C-216	18-19-307-007-1249
136 Carriage Way, #C-217	18-19-307-007-1250
140 Carriage Way, #C-218	18-19-307-007-1251
136 Carriage Way, #C-219	18-19-307-007-1252
140 Carriage Way, #C-220	18-19-307-007-1253
140 Carriage Way, #C-221	18-19-307-007-1254
140 Carriage Way, #C-222	18-19-307-007-1255
140 Carriage Way, #C-223	18-19-307-007-1256
140 Carriage Way, #C-224	18-19-307-007-1257
140 Carriage Way, #C-225	18-19-307-007-1258
140 Carriage Way, #C-226	18-19-307-007-1259
140 Carriage Way, #C-227	18-19-307-007-1260
140 Carriage Way, #C-228	18-19-307-007-1261
140 Carriage Way, #C-229	18-19-307-007-1262
140 Carriage Way, #C-230	18-19-307-007-1263
Parking Space #C-2	18-19-307-007-1264
Parking Space #C-3	18-19-307-007-1265
Parking Space #C-4	18-19-307-007-1266
Parking Space #C-5	18-19-307-007-1267
Parking Space #C-6	18-19-307-007-1268

# UNOFFICIAL COPY

Address	PIN#
Parking Space #C-7	18-19-307-007-1269
Parking Space #C-8	18-19-307-007-1270
Parking Space #C-9	18-19-307-007-1271
Parking Space #C-10	18-19-307-007-1272
Parking Space #C-11	18-19-307-007-1273
Parking Space #C-12	18-19-307-007-1274
Parking Space #C-13	18-19-307-007-1275
Parking Space #C-14	18-19-307-007-1276
Parking Space #C-15	18-19-307-007-1277
Parking Space #C-16	18-19-307-007-1278
Parking Space #C-17	18-19-307-007-1279
Parking Space #C-18	18-19-307-007-1280
Parking Space #C-19	18-19-307-007-1281
Parking Space #C-20	18-19-307-007-1282
Parking Space #C-21	18-19-307-007-1283
Parking Space #C-22	18-19-307-007-1284
Parking Space #C-23	18-19-307-007-1285
Parking Space #C-24	18-19-307-007-1286
Parking Space #C-25	18-19-307-007-1287
Parking Space #C-26	18-19-307-007-1288
Parking Space #C-27	18-19-307-007-1289
Parking Space #C-28	18-19-307-007-1290
Parking Space #C-29	18-19-307-007-1291
Parking Space #C-30	18-19-307-007-1292
Parking Space #C-31	18-19-307-007-1293
Parking Space #C-32	18-19-307-007-1294
Parking Space #C-33	18-19-307-007-1295
Parking Space #C-34	18-19-307-007-1296
Parking Space #C-35	18-19-307-007-1297
Parking Space #C-36	18-19-307-007-1298
Parking Space #C-37	18-19-307-007-1299
Parking Space #C-38	18-19-307-007-1300
Parking Space #C-39	18-19-307-007-1301
Parking Space #C-40	18-19-307-007-1302
Parking Space #C-41	18-19-307-007-1303
Parking Space #C-42	18-19-307-007-1304
Parking Space #C-43	18-19-307-007-1305
Parking Space #C-44	18-19-307-007-1306
Parking Space #C-45	18-19-307-007-1307
Parking Space #C-46	18-19-307-007-1308
Parking Space #C-47	18-19-307-007-1309
Parking Space #C-48	18-19-307-007-1310
Parking Space #C-49	18-19-307-007-1311
Parking Space #C-50	18-19-307-007-1312
Parking Space #C-51	18-19-307-007-1313

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Address	PIN#
Parking Space #C-52	18-19-307-007-1314
Parking Space #C-53	18-19-307-007-1315
Parking Space #C-54	18-19-307-007-1316
Parking Space #C-55	18-19-307-007-1317
Parking Space #C-56	18-19-307-007-1318
Parking Space #C-57	18-19-307-007-1319
Parking Space #C-58	18-19-307-007-1320
Parking Space #C-58A	18-19-307-007-1321
Parking Space #C-58B	18-19-307-007-1322
Parking Space #C-59	18-19-307-007-1323
Parking Space #C-60	18-19-307-007-1324
Parking Space #C-61	18-19-307-007-1325
Parking Space #C-62	18-19-307-007-1326
Parking Space #C-63	18-19-307-007-1327
Parking Space #C-64	18-19-307-007-1328
Parking Space #C-65	18-19-307-007-1329
Parking Space #C-66	18-19-307-007-1330
Parking Space #C-67	18-19-307-007-1331
Parking Space #C-68	18-19-307-007-1332
Parking Space #C-69	18-19-307-007-1333
Parking Space #C-70	18-19-307-007-1334
Parking Space #C-71	18-19-307-007-1335
Parking Space #C-72	18-19-307-007-1336
Parking Space #C-73	18-19-307-007-1337
Parking Space #C-74	18-19-307-007-1338
Parking Space #C-75	18-19-307-007-1339
Parking Space #C-76	18-19-307-007-1340
Parking Space #C-77	18-19-307-007-1341
Parking Space #C-78	18-19-307-007-1342
Parking Space #C-79	18-19-307-007-1343
Parking Space #C-80	18-19-307-007-1344
Parking Space #C-81	18-19-307-007-1345
Parking Space #C-82	18-19-307-007-1346
Parking Space #A-117	18-19-307-007-1347
Storage Space #A-118	18-19-307-007-1348
Unit #A-119	18-19-307-007-1349
Unit #B-119	18-19-307-007-1350
Unit #B-120	18-19-307-007-1351

All in Burr Ridge, Illinois 60527

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## EXHIBIT B

### List of Units and Percentage of Interest in the Common Elements

#### BUILDING A

Unit No.	%	Parking Spaces	%	Parking Spaces	%
A-101	.8185	A-1	.0325	A-35	.0325
A-102	.7993	A-2	.0325	A-36	.0325
A-103	.7993	A-3	.0325	A-37	.0325
A-104	.5493	A-4	*	A-38	.0325
A-105	.7993	A-5	.0325	A-39	.0325
A-106	.5493	A-6	*	A-40	.0325
A-107	.7993	A-7	.0325	A-41	.0325
A-108	.5493	A-8	.0325	A-42	.0325
A-109	.7993	A-9	.0325	A-43	.0325
A-110	.5493	A-10	.0325	A-44	.0325
A-111	.5493	A-11	.0325	A-45	.0325
A-112	.7793	A-12	.0325	A-46	.0325
A-113	.6493	A-13	.0325	A-47	.0325
A-114	.5093	A-14	.0325	A-48	.0325
A-115	.8193	A-15	.0325	A-49	.0325
A-116	.8793	A-16	.0325	A-50	.0325
A-117	.0293	A-17	.0325	A-51	.0325
A-118	.0293	A-18	*	A-52	.0325
A-119	.0293	A-19	.0325	A-53	.0325
A-201	.8293	A-20	.0325	A-54	.0325
A-202	.7993	A-21	.0325	A-55	.0325
A-203	.8093	A-22	.0325	A-56	.0325
A-204	.5493	A-23	.0325	A-57	.0325
A-205	.8093	A-24	.0325	A-58	.0325
A-206	.5493	A-25	.0325	A-59	.0325
A-207	.8093	A-26	.0325	A-60	.0325
A-208	.5493	A-27	.0325	A-61	.0325
A-209	.9193	A-28	.0325	A-62	.0325
A-210	.5493	A-29	.0325	A-63	.0325
A-211	.5493	A-30	.0325	A-64	.0325
A-212	.7893	A-31	.0325	A-65	.0325
A-213	.6493	A-32	.0325	A-66	.0325
A-214	.5093	A-33	.0325	A-67	.0325
A-215	.8293	A-34	.0325		
A-216	.8293				

\*Intentionally omitted as a Unit



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## BUILDING B

Unit No.	%	Parking Spaces	%	Parking Spaces	%
B-101	.8193	B-1	.0325	B-36	.0325
B-102	.8193	B-2	.0325	B-37	.0325
B-103	.4993	B-3	.0325	B-38	.0325
B-104	.6493	B-4	.0325	B-39	.0325
B-105	.7993	B-5	*	B-40	.0325
B-106	.7593	B-6	*	B-41	.0325
B-107	.7993	B-7	.0325	B-42	.0325
B-108	.5493	B-8	.0325	B-43	.0325
B-109	.7993	B-9	.0325	B-44	.0325
B-110	.5493	B-10	.0325	B-45	.0325
B-111	.7993	B-11	.0325	B-46	.0325
B-112	.5493	B-12	.0325	B-47	.0325
B-113	.5493	B-13	.0325	B-48	.0325
B-114	.7593	B-14	.0325	B-49	.0325
B-115	.6493	B-15	.0325	B-50	.0325
B-116	.4993	B-16	.0325	B-51	.0325
B-117	.8193	B-17	*	B-52	.0325
B-118	.8193	B-18	.0325	B-53	.0325
B-119	.0893	B-19	.0325	B-54	.0325
B-120	.0893	B-20	.0325	B-55	.0325
B-201	.9393	B-21	.0325	B-56	.0325
B-202	.8293	B-22	.0325	B-57	.0325
B-203	.4993	B-23	.0325	B-58	.0325
B-204	.6493	B-24	.0325	B-59	.0325
B-205	.8093	B-25	.0325	B-60	.0325
B-206	.7693	B-26	.0325	B-61	.0325
B-207	.8093	B-27	.0325	B-62	.0325
B-208	.5493	B-28	.0325	B-63	.0325
B-209	.8093	B-29	.0325	B-64	.0325
B-210	.5493	B-30	.0325	B-65	.0325
B-211	.9182	B-31	.0325	B-66	.0325
B-212	.5493	B-32	.0325	B-67	.0325
B-213	.5493	B-33	.0325	B-68	.0325
B-214	.7693	B-34	.0325	B-69	.0325
B-215	.6493	B-35	.0325	B-70	.0325
B-216	.4993				
B-217	.8293				
B-218	.8293				

\*Intentionally omitted as a Unit

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BUILDING C							
Unit No.	%	Unit No.	%	Parking Spaces	%	Parking Spaces	%
C-25	.3896	C-201	.6693	C-1	*	C-43	.0325
C-27	.7493	C-202	.6893	C-2	.0325	C-44	.0325
C-29	.5993	C-203	.7193	C-3	.0325	C-45	.0325
C-30	.8682	C-204	.6293	C-4	.0325	C-46	.0325
C-101	.6693	C-205	.7193	C-5	.0325	C-47	.0325
C-102	.6793	C-206	.6793	C-6	.0325	C-48	.0325
C-103	.7193	C-207	.7993	C-7	.0325	C-49	.0325
C-104	.6193	C-208	.8882	C-8	.0325	C-50	.0325
C-105	.7193	C-209	.6093	C-9	.0325	C-51	.0325
C-106	.6793	C-210	.6293	C-10	.0325	C-52	.0325
C-107	.7593	C-211	.7593	C-11	.0325	C-53	.0325
C-108	.8793	C-212	.6293	C-12	.0325	C-54	.0325
C-109	.5993	C-213	.7593	C-13	.0325	C-55	.0325
C-110	.6193	C-214	.6293	C-14	.0325	C-56	.0325
C-111	.7493	C-215	.6093	C-15	.0325	C-57	.0325
C-112	.6193	C-216	.6293	C-16	.0325	C-58	.0325
C-113	.7493	C-217	.6882	C-17	.0325	C-58A	.0325
C-114	.6193	C-218	.7493	C-18	.0325	C-58B	.0325
C-115	.5993	C-219	.7993	C-19	.0325	C-59	.0325
C-116	.6193	C-220	.6293	C-20	.0325	C-60	.0325
C-117	.8793	C-221	.7493	C-21	.0325	C-61	.0325
C-118	.7393	C-222	.6293	C-22	.0325	C-62	.0325
C-119	.7893	C-223	.6593	C-23	.0325	C-63	.0325
C-120	.6193	C-224	.6293	C-24	.0325	C-64	.0325
C-121	.7393	C-225	.7593	C-25	.0325	C-65	.0325
C-122	.6193	C-226	.6293	C-26	.0325	C-66	.0325
C-123	.6493	C-227	.7593	C-27	.0325	C-67	.0325
C-124	.6193	C-228	.8882	C-28	.0325	C-68	.0325
C-125	.7493	C-229	.6093	C-29	.0325	C-69	.0325
C-126	.6193	C-230	.8784	C-30	.0325	C-70	.0325
C-127	.7493			C-31	.0325	C-71	.0325
C-128	.8782			C-32	.0325	C-72	.0325
C-129	.5993			C-33	.0325	C-73	.0325
C-130	.8682			C-34	.0325	C-74	.0325
				C-35	.0325	C-75	.0325
				C-36	.0325	C-76	.0325
				C-37	.0325	C-77	.0325
				C-38	.0325	C-78	.0325
				C-39	.0325	C-79	.0325
				C-40	.0325	C-80	.0325
				C-41	.0325	C-81	.0325
				C-42	.0325	C-82	.0325
							<u>100%</u>

\*Intentionally omitted as a Unit