


# UNOFFICIAL COPY

|                                          |                                                                                                                                                                                                                                                                     |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                          | <br>*1909934104*<br>Doc# 1909934104 Fee \$118.00<br>RHSP FEE:\$9.00 RPRF FEE: \$1.00<br>EDWARD H. MOODY<br>COOK COUNTY RECORDER OF DEEDS<br>DATE: 04/09/2019 11:37 AM PG: 1 OF 41 |
| <b>For use by Recorder's Office only</b> |                                                                                                                                                                                                                                                                     |

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

THE KEDZIE MANOR II CONDOMINIUM ASSOCIATION

319-321 KEDZIE AVENUE, EVANSTON, ILLINOIS

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

**KATHARINE W. GRIFFITH**  
Kovitz Shifrin Nesbit  
175 North Archer Avenue  
Mundelein, IL 60060 – 847/537-0500

RECORDING FEE 118.00  
DATE 4-9-18 COPIES 6X  
DK BY [Signature]

# UNOFFICIAL COPY

## AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

THE KEDZIE MANOR II CONDOMINIUM ASSOCIATION

319-321 KEDZIE AVENUE, EVANSTON, ILLINOIS

### TABLE OF CONTENTS

ARTICLE 1 – Definitions..... 2

ARTICLE 2 – Submission of Property to The Act..... 4

ARTICLE 3 – Plat ..... 4

ARTICLE 4 – Units ..... 4

ARTICLE 5(a) – Association of Unit Owners and Administration and  
Operation of the Property ..... 4

    (b) Board of Directors..... 4

    (c) Non-Liability of Directors..... 4

ARTICLE 6 – Board's Determination Binding..... 5

ARTICLE 7 – Ownership of the Common Elements..... 5

ARTICLE 8 – Use of the Common Elements ..... 5

ARTICLE 9 – Storage Areas ..... 5

ARTICLE 10 – Common Expenses..... 6

ARTICLE 11 – Mortgages ..... 6

ARTICLE 12 – Separate Real Estate Taxes ..... 6

ARTICLE 13 – Insurance ..... 6

    (a) Property Insurance..... 6

    (b) General Liability Insurance..... 7

    (c) Included Provisions ..... 7

    (d) Adjustment of Losses; Distribution of Proceeds..... 7

    (e) Primary Insurance..... 8

    (f) Deductibles ..... 8

# UNOFFICIAL COPY

|                                                                               |    |
|-------------------------------------------------------------------------------|----|
| (g) Directors and Officers Coverage.....                                      | 8  |
| (h) Mandatory Unit Owner Coverage.....                                        | 8  |
| (i) Fidelity Bond.....                                                        | 9  |
| ARTICLE 14 – Maintenance, Repairs and Replacements.....                       | 9  |
| ARTICLE 15 – Alterations, Additions or Improvements.....                      | 9  |
| ARTICLE 16 – Decorating.....                                                  | 10 |
| ARTICLE 17 – Encroachments.....                                               | 10 |
| ARTICLE 18 – Sale or Lease by a Unit Owner – First Option to Association..... | 10 |
| (a) Gift.....                                                                 | 12 |
| (b) Devise.....                                                               | 13 |
| ARTICLE 19 – Use and Occupancy Restrictions .....                             | 14 |
| ARTICLE 20 – Remedies.....                                                    | 14 |
| ARTICLE 21 – Amendment.....                                                   | 15 |
| ARTICLE 22 – Notices .....                                                    | 15 |
| ARTICLE 23 – Severability .....                                               | 16 |
| ARTICLE 24 – Perpetuities and Restraint on Alienation.....                    | 16 |
| ARTICLE 25 – Rights and Obligations.....                                      | 16 |
| ARTICLE 26 – Land Trustee as Unit Owner .....                                 | 16 |
| EXHIBIT A – LEGAL DESCRIPTION .....                                           | 21 |
| EXHIBIT B – PERCENTAGE OF INTEREST IN COMMON ELEMENTS .....                   | 22 |
| EXHIBIT C – BY-LAWS.....                                                      | 23 |
| ARTICLE I – MEMBERS.....                                                      | 23 |
| 1. BOARD OF DIRECTORS.....                                                    | 23 |
| 2. VOTING .....                                                               | 23 |
| 3. OWNERS MEETINGS .....                                                      | 23 |
| 4. QUORUM.....                                                                | 24 |
| ARTICLE II – BOARD OF DIRECTORS (Board of Managers).....                      | 24 |
| 1. NUMBER AND QUALIFICATIONS; ELECTIONS .....                                 | 24 |
| 2. BOARD MEETINGS .....                                                       | 26 |
| 3. VACANCIES.....                                                             | 27 |

# UNOFFICIAL COPY

4. OFFICERS..... 27

5. REMOVAL..... 27

6. CONTRACTS, DEEDS, AND OTHER DOCUMENTS..... 27

7. POWERS AND DUTIES ..... 28

ARTICLE III – ASSESSMENTS..... 32

1. ANNUAL BUDGET ..... 32

2. ADJUSTED ASSESSMENT..... 32

3. SPECIAL ASSESSMENT..... 33

4. PAYMENTS REQUIRED..... 33

5. BOOKS AND RECORDS..... 33

6. DEFAULT ..... 34

7. NON-USE OR ABANDONMENT ..... 34

ARTICLE IV – GENERAL PROVISIONS..... 34

ARTICLE V – AMENDMENTS ..... 37

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

THE KEDZIE MANOR II CONDOMINIUM ASSOCIATION

319-321 KEDZIE AVENUE, EVANSTON, ILLINOIS

This Amended and Restated Declaration ("Declaration") shall serve the purpose of amending the Declaration of Condominium for the Kedzie Manor II Condominium ("Original Declaration"), formerly known as Kedzie Manor Condominium, which was recorded at the Cook County Recorder of Deeds as Document No. 24229683, in the year 1977. This Amended and Restated Declaration has been approved by two-thirds of the Board of Directors of Kedzie Manor II Condominium Association ("Association") pursuant to Section 27(b)(1) of the Illinois Condominium Property Act ("Act"), 765 ILCS 605/27.

As referenced above, this Amended and Restated Declaration also includes a discretionary change to reflect the official name of the Association, as incorporated with the State of Illinois, Kedzie Manor II Condominium Association. Pursuant to Section 21 of the Original Declaration, the provisions of the Declaration may be changed by Unit Owners owning not less than 75% of the total ownership of the Common Elements, provided however, that all lien holders of record have been notified by certified mail of such change, and an affidavit by said Secretary certifying to such mailing is made a part of such instrument. As such, Unit Owners owning not less than 75% of the total ownership have approved the name change to Kedzie Manor II Condominium Association and lien holders have been notified, as certified by the attached Affidavit of Unit Owner Approval and Mortgage Notification.

### WITNESSETH: THAT

WHEREAS, the Association and its Unit Owners are the legal title holders of the following described real estate located in the County of Cook, and State of Illinois and described as:

The Easterly 55 feet of Lots 11 and 12 in Block 9 in White's Addition to Evanston, in Section 19, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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

WHEREAS, for the mutual benefit of all owners or occupants of the Property, or any part thereof, certain easements and rights in, over and upon said premises and certain mutually

# UNOFFICIAL COPY

beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof have been established; and

WHEREAS, the Association and its Unit Owners have desired and intend that the unit owners, mortgagees, occupants, and all other persons, who have acquired or will acquire any interest in said property shall at all times enjoy the benefits of, and shall hold their interests subject to, the rights, easements, privileges, and restrictions hereinafter set forth, all of which have been declared to be in furtherance of a plan to promote and protect the cooperative aspect of such development and have been established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

NOW, THEREFORE, the Association and its Unit Owners as the legal title holders of the real estate hereinbefore described, and for the purposes above set forth declare as follows:

1. Definitions. As used herein, unless the context otherwise requires:
  - (a) "Acceptable Technological Means" includes, without limitation, electronic transmission over the internet or other network, whether by direct connection, intranet, telecopier, electronic mail and any generally available technology, that, by rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability.
  - (b) "Act" means the "Condominium Property Act" of the State of Illinois.
  - (c) "Association" means the Kedzie Manor II Condominium Association, an Illinois not-for-profit corporation.
  - (d) "Building" means the building located on the Parcel and forming part of the Property and containing the Units, as shown by the surveys of the respective floors of said Building, included in the Plat attached hereto as Exhibit A.
  - (e) "Common Elements" means all of the Property, except the individual Units, and shall include, but shall not be limited to, the land, foundations, walls, hallways, stairways, entrances and exits, laundries, storage areas, basements, boiler, roof, pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only said Unit), public utility lines, structural parts of the Building, outside walks and driveways, landscaping, and all other portions of the Property except the individual Units. Structural columns located within the boundaries of a Unit shall be part of the Common Elements.
  - (f) "Condominium Instruments" means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, the By- Laws, and the Plat.
  - (g) "Declaration" means this instrument, by which the Property is submitted to the

# UNOFFICIAL COPY

provisions of the Act, as hereinafter provided, and such Declaration as from time to time amended.

- (h) “Electronic Transmission” means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.
- (i) “Limited Common Elements” means a portion of the Common Elements contiguous to and serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, including specifically, but not by way of limitation, where present, balconies, rear porches, and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows, and entryways, and all associated fixtures and structures therein as lie outside the unit boundaries.
- (j) “Majority” or “Majority of the Unit Owners” means the Owners or more than fifty percent (50%) in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means that percentage of undivided ownership of the Common Elements.
- (k) “Occupant” means a person or persons, other than a Unit Owner, in possession of a Unit.
- (l) “Parcel” means the parcel or tract of real estate described above in this Declaration, submitted to the provisions of the Act.
- (m) “Person” means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (n) “Plat” means the plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, said Plat attached as Exhibit A to the Original Declaration and incorporated herein by reference and made a part hereof.
- (o) “Property” means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including the building and all easements, rights and appurtenances belonging thereto, and all furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the unit owners, submitted to the provisions of the Act.
- (p) “Record” or “Recording” refers to record or recording in the office of the Recorder of Deeds in Cook County, Illinois.
- (q) “Unit” means a part of the Property, including one or more rooms and situated on one or more floors or a part or parts thereof, designed or intended for independent use, as a dwelling, so specified as a unit and listed on Exhibit B attached hereto; as set forth on the Plat attached as Exhibit A to the Original Declaration. Each

# UNOFFICIAL COPY

Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes as shown on the Plat; provided, however, that no structural components of the Building in which such Unit is located, and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within such Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed to be a part of said Unit.

- (r) “Unit Owner” means the person or persons whose estates of interests, individually or collectively, aggregate fee simple partnership of a Unit.

2. Submission of Property to The Act. By the recording of the Original Declaration, the Parcel and the Property were submitted to the provisions of the Condominium Property Act of the State of Illinois.

3. Plat. The Plat sets forth the measurements, elevations, locations and other data, as required by the Act, with respect to (1) the Parcel and its exterior boundaries; (2) the Building and each floor thereof; and (3) each Unit of the Building and its horizontal and vertical dimensions.

4. Units. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument shall 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, as provided in the Act.

5. (a) Association of Unit Owners and Administration and Operation of the Property. There has been formed an association having the name “The Kedzie Manor II Condominium Association,” which Association shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Property as provided in the Act and in this Declaration and in the By-Laws. The Board of Directors of the Association (herein sometimes referred to as the “Board”) shall constitute the Board of Managers provided for in the Act. The By-Laws for the Association shall be the By-Laws appended hereto as Exhibit C and made part hereof. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions of the Declaration and By-Laws. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner, and such membership shall automatically terminate when he ceases to be a Unit Owner and upon the transfer of his ownership interest the new Unit Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. The aggregate number of votes for all members of the Association shall be One Hundred (100), which shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements as set forth in Exhibit B hereto.

(b) Board of Directors. The Board of Directors shall consist of five (5) members. The members of the Board shall be elected in accordance with the By-Laws, Exhibit C hereto.

- (c) Non-Liability of Directors. The Directors and Officers of the Association shall



# UNOFFICIAL COPY

not be personally liable for any loss to the Association or any of its members while performing their duties as such Directors or Officers. The Association shall indemnify every Director or Officer, his heirs, executors and administrators against expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association.

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

7. Ownership of the Common Elements. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in the schedule attached hereto as Exhibit B and by this reference made a part hereof as though fully set forth herein. The aforesaid percentages of ownership interest have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by recorded Amendment to this Declaration consented to in writing by all Unit Owners. Said ownership interest in the Common Elements shall be undivided interests, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership as set forth in Exhibit B. The ownership of each Unit and of the Unit Owner's corresponding percentage of ownership in the Common Elements shall not be separated or deemed to be conveyed or encumbered with its respective Unit, even though the legal description in the instrument of conveyance or encumbrance may refer only to the fee title to the Unit.

8. Use of the Common Elements. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements) and portions of the building occupied pursuant to leases made by or assigned to the Board of Managers in common with all other Unit Owners, as may be required for the purposes of access and ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner, and the agents, servants, tenants, family members, invitees and licensees of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving such Unit alone or with adjoining Units. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act and this Declaration and the By-Laws herein and the rules and regulations of the Association. The Association shall have the authority to lease or to grant concessions with respect to parts of the Common Elements, subject to the provisions of the Declaration and By-Laws, including specifically, but not by way of limitation for the laundries. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

9. Storage Areas. The storage areas in the building, outside of the respective Units, shall be part of the Common Elements and shall be allocated to the respective Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe.

# UNOFFICIAL COPY

10. Common Expenses. Each Unit Owner shall pay his proportionate share of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in conformance with the Declaration and By-Laws (which expenses are herein sometimes referred to as "common expenses"), including specifically, but not by way of limitation, the maintenance and repair thereof and any and all replacements and additions thereto. Such proportionate share of the common expenses for each Unit Owner shall be in the same ratio as his percentage of ownership in the Common Elements. Payment of common expenses including any prepayment thereof required by contract for sale of a Unit shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act, provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner, owned or held by a bank, insurance company, or savings and loan association, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which said mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security) or files suit to foreclose its mortgage, and cause a receiver to be appointed.

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

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

13. Insurance.

(a) Property Insurance. No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes property insurance (i) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise determined by the Board, the bare walls, floors, and ceilings of the Unit, (ii) providing coverage for special form causes of loss, and (iii) 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 Cover C, increased cost of construction coverage. The combined total of Coverage B and Coverage C shall be no less than 10% of each insured

# UNOFFICIAL COPY

building value, or \$500,000.00, whichever is less. The insurance maintained under this subsection must include the Units, the Limited Common Elements except as otherwise determined by the Board, and the Common Elements. The insurance shall be exclusive of the additions, improvements and decorating made to the Units by the Unit Owners. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board or the Association, as the trustee for each of the Unit Owners in direct ratio to their respective percentages of ownership in the Common Elements as set forth in the Declaration and to the holders of mortgages on such Units, if any. The policy shall provide that such policy or policies may not be cancelled or substantially modified without at least ten days prior written notice to any and all insured named thereon. The policy of insurance should also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. Premiums for such insurance shall be common expenses. Application of the insurance proceeds to reconstruction shall be as provided in the Condominium Property Act.

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

The Board shall also have the authority to obtain workmen's compensation and other liability insurance as it may deem desirable, insuring each Unit Owner, Mortgage of Record, if any, the Association, its Officers of Record and employees, the Manager and Managing Agent of the Property, if any, from the liability in connection with the Common Elements. Premiums for such insurance shall be common expenses. The Board shall retain in safekeeping the public liability policies for twenty-two (22) years after the expiration date of the policy.

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

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

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

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

(d) **Adjustment of Losses; Distribution of Proceeds.** Any loss covered by the property policy required to be maintained by the Association must be adjusted by and with the

# UNOFFICIAL COPY

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

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

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

(g) **Directors and Officers Coverage.** The Board must obtain directors' and officers' liability coverage at a level deemed reasonable by the Board, if not otherwise established by this Declaration or By-Laws. Directors' and officers' liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or this Declaration and By-Laws of the Association. The coverage required under the provision shall include, but not be limited to, coverage of: defense of non-monetary actions; defense of breach of contract; and defense of decisions related to the placement or adequacy of insurance, and the coverage required by the provision shall include as an insured: 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 of directors and the managing agent.

(h) **Mandatory Unit Owner Coverage.** The Board may require condominium Unit Owners to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Unit Owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the Unit. The personal liability of a Unit Owner or Association member must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this subsection/subparagraph, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

Each Unit Owner shall be responsible for his own insurance on the contents of his on Unit, and his additions and improvements thereto and decorating and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by the liability insurance for all of the Unit, Owners obtained

# UNOFFICIAL COPY

as part of the common expenses as above provided.

(i) The Association shall obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund. All management companies that are responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect 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. The fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company.

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

If, due to the act or neglect of a Unit Owner, or of a member of his family 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 Association, to the extent not covered by the Association's insurance.

The authorized representatives of the Board or of the manager or managing agent for the Building, 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 and the Limited Common Elements or any equipment, facilities or fixtures affecting or serving other Units, Common Elements and the Limited Common Elements.

15. Alterations, Additions or Improvements. No alterations of any Common Elements or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as Common Expense alterations, additions and improvements of the Common Elements as made and provided in the By-Laws. Any Unit Owner may make alterations within the Unit of the Unit Owner or any additions or improvements within such Unit without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the Property as a result of such Unit alteration, additions or improvements.



# UNOFFICIAL COPY

16. Decorating. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings, and such Unit Owner shall maintain such interior surfaces in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Association, and each such Unit Owner shall have the right to decorate such interior surfaces from time to time, as he may see fit and at his sole expense. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Association shall be furnished by the Association as part of the common expenses. 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 each respective Unit Owner.

17. Encroachments. In the event that, by reason of the construction, settlement or shifting of the building or the design of construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any other Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners.

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

If the Association shall give written notice to such Unit Owner within said thirty (30) day period that it has elected not to exercise such option, or if the Association shall fail to give written notice to such Unit Owner within said thirty (30) day period that it does or does not elect to purchase or lease such Unit Ownership upon the same terms as herein provided, then such Unit Owner may proceed to close said proposed sale or lease transaction on the same terms offered to the Association at any time within the next ninety (90) days thereafter; and if he fails to close said proposed sale or lease transaction within said ninety (90) days, his Unit Ownership shall again become subject to the Associations' right of first option as herein provided.

# UNOFFICIAL COPY

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

The notices referred to herein shall be given in the manner hereinafter provided for the giving of notices.

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

If the Board shall adopt a resolution recommending that the Association shall exercise its option to purchase or lease such Unit Ownership upon the terms of such proposed sale or lease, the Board shall promptly call a meeting of all of the Unit Owners for the purpose of voting upon such option, which meeting shall be held within said thirty (30) day period. If the Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Elements, by affirmative vote at such meeting, elect to exercise such option to make such purchase or lease, then the Board shall promptly give written notice of such election as herein provided. In such event, such purchase or lease by the Association shall be closed and consummated, and, for such purpose, the Board shall have the authority to make such mortgage or other financing arrangements, and to make such assessments proportionately among the respective Unit Owners, and to make such other arrangements as the Board may deem desirable in order to close and consummate such purchase or lease of such Unit Ownership by the Association.

If the Association shall make any such purchase or lease of a Unit Ownership as herein provided, the Board shall have the authority at any time thereafter to sell, lease or sub-lease such Unit Ownership on behalf of the Association upon such terms as the Board shall deem desirable, without complying with the foregoing provisions relating to the Association's right of first option, and all of the net proceeds or deficit therefrom shall be applied proportionately among all of the Unit Owners in such manner as the Board shall determine.

If a proposed lease of any Unit Ownership is made by any Unit Owner, after compliance with the foregoing provisions, a copy of the lease as and when executed shall be furnished by such Unit Owner to the Board and the Lessee thereunder shall be bound by and be subject to all of the obligations of such Unit Owner with respect to such Unit Ownership as provided in this Declaration and the By-Laws, and the lease shall expressly so provide. The Unit Owner making any such lease shall not be relieved thereby from any of his obligations. Upon the expiration or termination of such lease, or in the event of any attempted sub-leasing thereunder, the provisions hereof with respect to the Association's right of first option shall again apply to such Unit

# UNOFFICIAL COPY

Ownership.

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

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

The Board shall have the power and authority to bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for common expenses under the Act, or at a sale pursuant to an order or direction of a Court, or other involuntary sale, upon the consent or approval of Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Elements. The Board shall have the power and authority to finance such purchase of a Unit by mortgage, common assessment, or any other financing arrangement that shall be deemed expedient.

(a) Gift. Any Owner who wishes to make a gift of his Unit Ownership or any interest therein to any person or persons who would not be heirs-at-law of the Owner under the Rules of Descent of the State of Illinois, were he or she to die within ninety (90) days prior to the contemplated date of such gift, shall give to the Board not less than ninety (90) days' written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall at all times have the first right and option to purchase such Unit Ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration, as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the Owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two (2) arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said third arbitrator, the three (3) arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Owner and the Board. In the event the Board fails to appoint an appraiser within said fifteen (15) days, then the Board shall be deemed to have waived its option. If the Owner desiring to make such gift shall fail to appoint an appraiser within said fifteen (15) days, then the appraiser so appointed by the Board shall have power to proceed to determine the fair market value of such Unit as if he were an appraiser appointed by both the Owner and the Board, and his determination (in writing signed by him) shall be final, and written notice thereof shall be delivered to the Owner and the Board within



# UNOFFICIAL COPY

twenty (20) days after such failure of the Owner to appoint an appraiser. The costs and expenses of the arbitration shall be shared and paid by the Board and Unit Owner equally. The Board's option to purchase the Unit Ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said Owner within the said option periods.

(b) Devise. In the event any Owner dies leaving a Will devising his or her Unit Ownership or any interest therein, to any person or persons not heirs-at-law of the deceased Owner under the Rules of Descent of the State of Illinois, and said Will is admitted to probate, the members of the Board and their successors in office acting on behalf of the other Unit Owners, shall have a like option to be exercised in the manner hereinafter set forth) to purchase said Unit Ownership or interest therein from the devisee or devisees thereof named in said Will or, if a power of sale is conferred by said Will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration. Within sixty (60) days after the appointment of a personal representative for the estate of a deceased Owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter, said devisee or devisees or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two (2) so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three (3) arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein devised by the deceased Owner, and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. In the event the Board fails to appoint an appraiser within sixty (60) days, then the Board shall be deemed to have waived its option. If the devisee or devisees or personal representative, as the case may be, shall fail to appoint an appraiser within said fifteen (15) days, then the appraiser appointed by the Board shall have power to proceed to determine the fair market value of such Unit, as if he were an appraiser appointed by both of said parties, and his determination (in writing by him) shall be final, and written notice thereof shall be delivered to both of said parties within twenty-five (25) days after such failure of the devisee or devisees, or personal representative, as the case may be, to appoint an appraiser. The costs and expenses of the arbitration shall be borne and paid as the arbitrator or arbitrators shall by award direct. The Board's right to purchase the Unit Ownership or interest therein shall expire sixty (60) days after the date of receipt by it of such notice, if the personal representative of the deceased Owner is empowered to sell and shall expire seven (7) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the rights of the members of the Board acting on behalf of the other Unit Owners, or their authorized representative, pursuant to authority given to the Board by the Owners as hereinafter provided, to bid at any sale of the Unit Ownership or interest therein of any deceased Owner, which said sale is held pursuant to an order or direction of the Court having jurisdiction over that portion of the deceased Owner's estate which contains his or her Unit Ownership or interest therein.

# UNOFFICIAL COPY

19. Use and Occupancy Restrictions. No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence or such other uses permitted by this Declaration and no other purpose. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units, provided all expense of making such alterations are paid in full by the Unit Owner. The foregoing restrictions shall not, however, be construed in such manner as to prohibit a Unit Owner from: (a) maintaining his personal professional library therein; (b) keeping his personal business or professional records or accounts therein; or (c) handling his 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 said restrictions.

The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the Unit Owners residing therein and their invitees, licensees, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the Units; provided, however, storage areas, laundry rooms, and other special areas shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner.

20. Remedies. In the event of any default by any Unit Owner under the provisions of the Act, Declaration, By-Laws or rules and regulations of the Board of the Association, the Association or its successors or assigns, or the Board or its agents, shall have each and all of the rights and remedies which may be provided for in the Act, Forcible Entry and Detainer Act Declarations, By-Laws or said rules and regulations or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement or foreclosure of any lien and the appointment of a receiver for the Unit and Ownership interest of such Unit Owner without notice and without regard to the value of such Unit or Ownership interest of the solvency of such Unit Owner, or for damages or injunction or specific performance or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to rent the Unit and apply the rents received to payment of unpaid assessments and interest accrued thereon, and to sell the same as hereinafter in this paragraph provided, or for any combination of remedies, or for any other relief. The proceeds of any judicial sale shall first be paid to discharge Court costs, Court Reporter charges, reasonable attorney's fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in a final judgment. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and to the related ownership interest in the Common Elements and to immediate possession of the Unit sold, and may apply to the Court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the judgment shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration. All expenses of the Association in connection with any such actions or proceedings, including Court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of eight percent (8%)

# UNOFFICIAL COPY

per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Association shall have a lien for all of the same, as well as for non-payment of his respective share of the common expenses, upon the Unit and Ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto. In the event of any such default by any Unit Owner, the Association and the Board and the Manager or Managing Agent if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner, and such assessment shall constitute a lien against the defaulting Unit Owner's Unit and his ownership interest in the Common Elements. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board.

If any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any of the provisions of this Declaration or the By-Laws adopted by the Board; and such violation shall continue for ten (10) days after notice in writing from the Board, or shall occur repeatedly during any ten (10) day period after written notice or request to cure such violation from the Board, then the Board shall have the power to file an action against the defaulting Unit Owner or Occupant requiring the defaulting Unit Owner to comply with the provisions of this Declaration or the By-Laws and granting other appropriate relief including money damages.

21. Amendment. The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by Unit Owners owning not less than seventy-five percent (75%) of the total ownership of Common Elements and acknowledged; provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by said Secretary certifying to such mailing is made a part of such instrument.

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

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

22. Notices. Notices provided for in the Act, Declaration or By-Laws shall be in writing and shall be addressed to the Association or Board, or any Unit Owner, as the case may be, at 2929 Central Street, Evanston, Illinois, or at such other address as hereinafter provided. 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 at such time.

# UNOFFICIAL COPY

Any Unit Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, when delivered in person with written acknowledgement of the receipt thereof, or when sent by electronic transmission if the Association has adopted rules concerning electronic communications and the Owner has submitted written consent to receive communications electronically.

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

23. Severability. If any provision of the Declaration or By-Laws or any section, sentence, clause, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Declaration and By-Laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of the Declaration or By-Laws shall be construed as if such invalid part was never included therein.

24. Perpetuities and Restraint on Alienation. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rules against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of President of the United States, Donald Trump.

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

26. Land Trustee as Unit Owner. In the event title to any Unit Ownership is conveyed to a land title holding 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 title holding trustee personally for payment of any lien or obligation to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of any 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

# UNOFFICIAL COPY

transfers of title to such Unit Ownership.

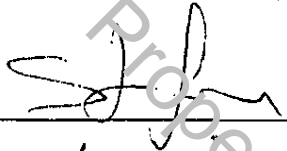
[SIGNATURE PAGES TO FOLLOW]

Property of Cook County Clerk's Office

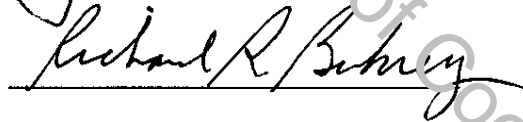
# UNOFFICIAL COPY

## BOARD MEMBER SIGNATURE PAGE

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Directors of the Kedzie Manor II Condominium Association established by the aforesaid Declaration. By our signatures below, we hereby approve of and consent to this Amended and Restated Declaration pursuant to Section 27(b)(1) of the Illinois Condominium Property Act. In witness, whereof we have cast our votes and signed this document in favor of this Amended and Restated Declaration at a duly called meeting of the Board of Directors of the Kedzie Manor II Condominium Association.

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_


Board of Directors of Kedzie Manor II  
Condominium Association



# UNOFFICIAL COPY

## AFFIDAVIT OF SECRETARY

I, RICHARD R. BUCKLEY, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of the Kedzie Manor II Condominium Association, and as such Secretary and keeper of the books and records of said condominium. I further state that the foregoing Amended and Restated Declaration was approved by at least two-thirds (2/3) of the members of the Board of Directors of said condominium, at a meeting of the Board of Directors duly noticed and convened and held for that purpose on MARCH 19, 2019, at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect, and that a copy of the foregoing Amended and Restated Declaration either was delivered personally to each unit owner at the Association or was sent by regular mail, to each Unit Owner in the Association at the address of the Unit or such other address as the Owner has provided to the Board of Directors for purposes of mailing notices. I further state the Unit Owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amended and Restated Declaration.


  
Secretary of the Kedzie Manor II Condominium  
Association

# UNOFFICIAL COPY

## AFFIDAVIT OF UNIT OWNER APPROVAL AND MORTGAGEE NOTIFICATION

I, RICHARD R. BUKREY, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of the Kedzie Manor II Condominium Association, and that approval of Unit Owners owning not less than 75% of the total ownership has been obtained for the change of name to Kedzie Manor II Condominium Association.

In addition, I certify that all lien holders of record have been notified by certified mail of such change.

  
Secretary of Kedzie Manor II Condominium Association

Dated this 19 of MARCH 2019.



# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

### TO

### KEDZIE MANOR II CONDOMINIUM ASSOCIATION

Units 319-1 through 321-G in the Kedzie Manor Condominium, as delineated on the survey of parts of Block 9 in White's Addition to Evanston, in the Southeast Quarter of Section 19, Township 41 North, Range 14, East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded December 9, 1977 as Document Number 24229583, in Cook County, Illinois.

| <b>Unit</b> | <b>Pin</b>         | <b>Commonly known as (for informational purposes only)</b> |
|-------------|--------------------|------------------------------------------------------------|
| 319-1       | 11-19-403-017-1001 | 319 Kedzie St 1E Evanston, IL 60202                        |
| 319-2       | 11-19-403-017-1002 | 319 Kedzie St 2E Evanston, IL 60202                        |
| 319-3       | 11-19-403-017-1003 | 319 Kedzie St 3E Evanston, IL 60202                        |
| 321-1       | 11-19-403-017-1004 | 321 Kedzie St 1W Evanston, IL 60202                        |
| 321-2       | 11-19-403-017-1005 | 321 Kedzie St 2W Evanston, IL 60202                        |
| 321-3       | 11-19-403-017-1006 | 321 Kedzie St 3W Evanston, IL 60202                        |
| 321-G       | 11-19-403-017-1007 | 321 Kedzie St G Evanston, IL 60202                         |

# UNOFFICIAL COPY

## EXHIBIT B

TO

### KEDZIE MANOR II CONDOMINIUM ASSOCIATION

| <u>UNIT NO.</u> | <u>PERCENTAGE OF INTEREST<br/>IN COMMON ELEMENTS</u> |
|-----------------|------------------------------------------------------|
| 319-1           | 15.44                                                |
| 319-2           | 15.32                                                |
| 319-3           | 15.19                                                |
| 321-1           | 15.44                                                |
| 321-2           | 15.32                                                |
| 321-3           | 15.19                                                |
| 321-Gdn.        | <u>8.10</u>                                          |
|                 | 100.00 Percent                                       |

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT C

### BY-LAWS

#### OF

### THE KEDZIE MANOR II CONDOMINIUM ASSOCIATION

#### ARTICLE I

#### MEMBERS (Unit Owners)

SECTION 1. The direction and administration of the Property shall be vested in a Board of Directors/Managers (hereinafter referred to as the "Board") consisting of five (5) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Unit Owners; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer or Director of such corporation, partner of such partnership, beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

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

SECTION 3. OWNERS' MEETINGS. Meeting of the voting members shall be held at the Property or at such other place in the County wherein the Property is situated, as may be designated in any notice of a meeting.

(a) Notices of meetings required to be given herein may be delivered either personally, by mail to the persons entitled to vote at such meetings, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board, or to the extent the Condominium Instruments or rules adopted thereunder expressly so provide, by electronic transmission consented to by the Unit Owner to who the

# UNOFFICIAL COPY

notice is given, provided the director and officer or his agent certifies in writing to the delivery by electronic transmission. Written notice of any membership meeting shall be mailed or delivered giving Unit Owners no less than ten (10) and no more than thirty (30) days' notice of the time, place, and purpose of such meeting.

(b) Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President, a majority of the Board, or by the voting members having twenty percent (20%) of the total votes, and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

(c) There shall be an annual meeting of the voting members on the second Wednesday of February of each year, at 7:30 p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days prior to the date fixed for said meeting.

SECTION 4. QUORUM. The presence in person or by proxy at any meeting of the voting members having a majority 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 having a majority of the total votes present at such meeting.

## ARTICLE II

### BOARD OF DIRECTORS (Board of Managers)

SECTION 1. NUMBER AND QUALIFICATIONS; ELECTIONS. In all elections for members of the Board, each voting member shall be entitled to vote on a cumulative voting basis, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. A majority of the total number of members on the Board shall constitute a quorum. Members of the Board shall be elected for a term of one (1) year, but officers and Board members may succeed themselves. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase the term of office of Board Members at any annual or special meeting, provided that such number shall not be less than three (3), and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. If there are multiple Unit Owners of a single Unit, only one of the multiple Unit Owners shall be eligible to serve as a member of the Board at any one time. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two-thirds (2/3) of the total votes. Except as otherwise provided in the By-Laws, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. The Board may disseminate to the

# UNOFFICIAL COPY

Unit Owners biographical and background information about candidates for election to the Board if reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated; and the Board does not express a preference in favor of any candidate. Any proxy distributed for Board elections by the Board must give Unit Owners the opportunity to designate any person as the proxy holder and give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

(a) Except as provided in subparagraph (b) in connection with Board elections, a Unit Owner may vote by proxy executed in writing by the Unit Owner or by his duly authorized attorney in fact. The proxy must bear the date of execution and, unless the condominium instruments or the written proxy itself provide otherwise, the proxy is invalid after 11 months from the date of its execution; and to the extent the Condominium Instruments or rules adopted thereunder expressly so provide, a vote or proxy may be submitted by electronic transmission, provided that any such electronic transmission shall either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the unit owner or the unit owner's proxy;

(b) If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting as set forth in this subsection, Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting or (ii) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the Declaration, By-Laws, or rule. The ballots shall be mailed or otherwise distributed to Unit Owners not less than 10 and not more than 30 days before the election meeting, and the Board shall give Unit Owners not less than 21 days' prior written notice of the deadline for inclusion of a candidate's name on the ballots. The deadline shall be no more than 7 days before the ballots are mailed or otherwise distributed to Unit Owners. Every such ballot must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person casting the ballot the opportunity to cast votes for candidates whose names do not appear on the ballot. A ballot received by the Association or its designated agent after the close of voting shall not be counted. A Unit Owner who submits a ballot by mail or other means of delivery specified in the Declaration, By-Laws, or rule may request and cast a ballot in person at the election meeting, and thereby void any ballot previously submitted by that Unit Owner.

(c) If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting as set forth in this subparagraph, Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting; or (ii) by any acceptable technological means as defined in Section 2 of the Act. Instructions regarding the use of electronic means for voting shall be distributed to all Unit Owners not less than ten (10) and not more than thirty (30) days before the election meeting, and the Board shall give Unit Owners not less than twenty-one (21) days' prior written notice of the deadline for inclusion of a candidate's name on the ballots. The deadline shall be no more than seven (7) days before the instructions for voting using electronic or acceptable technological means is distributed to Unit Owners. Every instruction notice must include the names of all candidates who have given the Board or its authorized agent timely written notice of their

# UNOFFICIAL COPY

candidacy and must give the person voting through electronic or acceptable technological means the opportunity to cast votes for candidates whose names do not appear on the ballot. A Unit Owner who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, thereby voiding any vote previously submitted by that Unit Owner.

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

(e) Votes cast by ballot under (c)(i) or electronic or acceptable technological means under (c)(ii) above are valid for the purpose of establishing quorum.

(f) The Association may, upon adoption of the appropriate rules by the Board, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself, provided that the Board further adopt rules to verify the status of the Unit Owner issuing a proxy or casting a ballot. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots at such election.

## SECTION 2. BOARD MEETINGS.

(a) The Board shall meet at least four (4) times annually. Every meeting of the Board of Directors shall be open to any Unit Owner, except 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 of Directors finds that such an action is probable or imminent, (ii) discuss the appointment, employment, engagement or dismissal of an employee, or independent contractor, agent or other provider of goods and services, (iii) interview a potential employee, independent contractor, agent or other provider of goods and services, (iv) discuss violations of rules and regulations of the Association, or (v) discuss a Unit Owner's unpaid share of common expenses, or (vi) consult with the Association's legal counsel; that any vote on these matters shall take place at a meeting of the Board of Directors or portion thereof open to any Unit Owner.

(b) Board members may participate in and act at any meeting of the Board of Directors in person, by telephonic means, or by use of any acceptable technological means whereby all persons participating in the meeting can communicate with each other; that participation constitutes attendance and presence in person at the meeting.

(c) Any Unit Owner may record the proceedings at meetings of the Board or portions thereof required to be open by the Act by tape, film or other means, and the Board may prescribe reasonable rules and regulations to govern the right to make such recordings.



# UNOFFICIAL COPY

(d) Notice of every meeting of the Board shall be given to every Board member at least 48 hours prior thereto.

(e) Notice of every meeting of the Board shall be posted in entranceways, elevators, or other conspicuous places in the condominium at least forty-eight (48) hours prior to the meeting of the Board except where there is no common entranceway for seven (7) or more Units, the Board may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted. Notice of every meeting of the Board shall also be given at least 48 hours prior to the meeting, or such longer notice as the Act may separately require, to: (i) each Unit Owner who has provided the Association with written authorization to conduct business by acceptable technological means, and (ii) to the extent the Condominium Instruments of the Association require, by mail or delivery, and that no other notice of a meeting of the Board need be given to any Unit Owner.

(f) Special meetings of the Board can be called by the President or twenty-five percent (25%) of the members of the Board.

SECTION 3. VACANCIES. The remaining members of the Board may fill a vacancy on the Board by a two-thirds (2/3) vote until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for the purpose of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting.

SECTION 4. OFFICERS. The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board; a Vice President who shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of Secretary; and a Treasurer to keep the financial records and books of account; and such additional Officers as the Board shall see fit to elect. The remaining members of the Board may fill a vacancy among the officers for the unexpired term of office.

SECTION 5. 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 the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

SECTION 6. CONTRACTS, DEEDS, AND OTHER DOCUMENTS. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such Officer or Officer, 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

# UNOFFICIAL COPY

determination by the Board, such documents shall be signed by the President or any Vice President and countersigned by the Secretary or any Assistant Secretary of the Board.

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

**SECTION 7. POWERS AND DUTIES.** The Board shall have the following additional powers and duties:

- (a) To engage the services of a manager or managing agent who shall manage and operate the Property for all the Unit Owners upon such terms and with such authority as the Board of Managers may approve;
- (b) To formulate policies for the administration, management and operation of the Property;
- (c) To adopt rules and regulations, upon written notice thereof to all Unit Owners, governing the administration, management, maintenance, operation, use, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the Unit Owners, and to amend such rules and regulations from time to time, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Condominium Property Act, except that no quorum is required at such meeting of the Unit Owners. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, including, but not limited to, the free exercise of religion, nor may any rules or regulations conflict with the provisions of the Condominium Property Act or the Condominium Instruments. No rule or regulation shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a condominium Unit;
- (d) To provide for any construction, alteration, installation, maintenance, repair, painting and replacement for which the Board is responsible under the Declaration and By-Laws and for such purposes to enter and to authorize entry into any Unit and/or Limited Common Elements, causing as little inconvenience to the Unit Owners as practicable and repairing any damage caused by any such



# UNOFFICIAL COPY

entry at the expense of the maintenance fund. Nothing in this subsection shall be deemed to invalidate any provision in the Declaration or By-Laws placing limits on expenditures for the Common Elements, provided, that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. The terms "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 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 Section 18(a)(8)(iv) of the Act, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board, upon written petition by Unit Owners with 20 percent (20%) of the votes of the association delivered to the Board within 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;

- (e) To provide for the designation, hiring and removal of employees and other personnel, including lawyers and accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent);
- (f) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses as hereinafter provided;
- (g) To pay out of the maintenance fund hereinafter provided for the following:
  - (i) Water, waste removal, gas, electricity, and telephone and other necessary utility services for the Common Elements and (if not separately metered or charged) for the Units.
  - (ii) The services of a manager or managing agent or any other person or firm employed by the Board.
  - (iii) Payment for the maintenance, repair and replacement of the Common Elements.
  - (iv) Such other matters as may properly be authorized by the Board in accordance with these By-Laws.

# UNOFFICIAL COPY

- (h) To bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for common expenses under the Act, or at a sale pursuant to an order or direction of a Court, or other involuntary sale, upon the consent or approval of Unit Owners owning not less than seventy-five percent (75%) in the aggregate in interest of the undivided ownership of the Common Elements;
- (i) To comply with the instructions of a majority of the Unit Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;
- (j) To exercise all other powers and duties of the Board of Managers or Unit Owners as a group referred to in the Declaration, these By-Laws, or the Condominium Property Act of the State of Illinois;
- (k) To obtain adequate and appropriate kinds of insurance;
- (l) To own, convey, encumber, lease and otherwise dealing with Units conveyed to or purchased by it;
- (m) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (n) To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to other Units;
- (o) 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;
- (p) To impose charges for late payment of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines for violation of the Declaration, Bylaws, and rules and regulations of the Association;
- (q) By a majority vote of the entire Board, to assign the right of the Association to future income from Common Expenses or other sources, and to mortgage or pledge substantially all of the remaining assets of the Association;
- (r) To record the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under the provisions of Section 14.2 of the Condominium Property Act;

# UNOFFICIAL COPY

- (s) To record the granting of an easement for the laying of cable television or high speed internet cable where authorized by the Unit Owners under the provisions of Section 14.3 of the Condominium Property Act, and to obtain, if available and determined by the Board to be in the best interests of the Association, cable television or bulk high speed internet service for all of the Units of the condominium on a bulk identical service and equal cost per Unit; and to assess and recover the expense as a common expense and, if so determined by the Board, to assess each and every Unit on the same equal cost per Unit;
- (t) To seek relief on behalf of all Unit Owners when authorized pursuant to Subsection (c) of Section 10 of the Condominium Property Act from or in connection with the assessment or levying of real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body;
- (u) To reasonably accommodate the needs of a Unit Owner who is a person with a disability as required by the Federal Civil Rights Act of 1968, the Human Rights Act and any applicable local ordinances, in the exercise of its powers with respect to the use of Common Elements or approval of modifications in an individual Unit;
- (v) To accept service of a notice of claim for purposes of the Mechanics Lien Act on behalf of each respective member of the Association with respect to improvements performed pursuant to any contract entered into by the Board or any contract entered into prior to the recording of the Declaration pursuant to the Act, and to distribute the notice to the Unit Owners within 7 days of the acceptance of the service by the Board. The service shall be effective as if each individual Unit Owner had been served individually with notice;
- (w) In the performance of their duties, the officers and members of the Board shall exercise the care required of a fiduciary of the Owners;
- (x) The Board may ratify and confirm actions of the members of the Board taken in response to an emergency, as defined in Section 18(a)(8) of the Act. The Board shall give notice to the Unit Owners of: (i) the occurrence of the emergency event within 7 business days after the emergency event, and (ii) the general description of the actions taken to address the event within 7 days after the emergency event. The intent of the above provisions of Public Act 99-472 is to empower and support Boards to act in emergencies; and
- (y) To adopt and amend rules and regulations (1) authorizing electronic delivery of notices and other communications required or contemplated by the Act to each Unit Owner who provides the Association with written authorization for electronic delivery and an electronic address to which such communications are to be electronically transmitted; and (2) authorizing each Unit Owner to designate an electronic address or a U.S. Postal Service address, or both, as the Unit Owner's

# UNOFFICIAL COPY

address on any list of Members or Unit Owners which the Association is required to provide upon request pursuant to any provisions of the Act or a Condominium Instrument.

## ARTICLE III

### ASSESSMENTS

SECTION 1. ANNUAL BUDGET. Each year on or before December 1<sup>st</sup>, the Board shall estimate the total amount necessary to pay the cost or wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, capital expenditures or repairs or payment of real estate taxes. Each Owner shall receive a copy of such proposed annual budget at least 25 days prior to the adoption thereof by the Board. The annual budget shall also take into account any estimated net available cash income for the year from the operation or use of the Common Elements. 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 to the Declaration. On or before January 1<sup>st</sup> of the ensuing year, and the first of each and every month of said year, each Unit Owner shall be obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of 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 estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from the Unit Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting.

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

# UNOFFICIAL COPY

## SECTION 3. SPECIAL ASSESSMENT.

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

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

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

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

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

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

SECTION 4. PAYMENTS REQUIRED. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the next monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

SECTION 5. BOOKS AND RECORDS. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common



# UNOFFICIAL COPY

Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Unit Owner or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

SECTION 6. DEFAULT. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Unit Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the Act; provided, however, that prior recorded first mortgage on the interest of such Unit Owner, owned or held by or on behalf of any bank, insurance company, or savings and loan association shall be subject as to priority after written notice to said encumbrancer of unpaid Common Expenses only to the lien of all Common Expenses on the encumbered Unit which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest therein, or after a receiver has been appointed in a suit to foreclose such lien. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit Ownership covered by such encumbrance.

SECTION 7. NON-USE OR 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 Unit.

## ARTICLE IV

### GENERAL PROVISIONS

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

SECTION 2. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building, or contents thereof, applicable for residential use, without the prior written consent of the Board. No Unit Owner shall permit

# UNOFFICIAL COPY

anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

SECTION 3. Unit Owners shall not cause or permit anything to be placed on the exterior walls of the Building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board. The one exception to this provision is that individual air conditioning units may be placed in the windows or exterior walls or windows of the building.

SECTION 4. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

SECTION 5. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clean of rubbish, debris, and other unsightly materials.

SECTION 6. 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.

SECTION 7. No Unit shall be used for other than residential purposes. Each Unit shall be used as a residence for a single family, and for no other purpose, by the Unit Owner and his family, or by a person or single family to whom the Unit Owner shall have leased his Unit, subject to the provisions with respect to leasing contained in the Declaration. No business activities shall be carried on in any Unit.

SECTION 8. The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the respective families residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective Units; provided, however, the two garages and two parking spaces, laundry room, and other special areas shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner. The Association and the Board, and their authorized employees and representatives, shall have access to any unit as may be necessary for the repair, maintenance, replacement, alteration, care or protection of the Common Elements or any portion thereof.

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

SECTION 10. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised,

# UNOFFICIAL COPY

bred, or kept in any Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Board.

SECTION 11. Notwithstanding any provision in the Declaration, By-Laws, rules, regulations, or agreements or other instruments of the Association or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on or within the facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located. The Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and the Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located, but the Board may adopt reasonable rules and regulations regarding the location and size of flagpoles. As used herein, "American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section, made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component. "Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

## SECTION 12. USE OF TECHNOLOGY.

(a) Any notice required to be sent or received or signature, vote, consent or approval required to be obtained under any Condominium Instrument or any provision of the Illinois Condominium Property Act may be accomplished using acceptable technological means.

(b) The Association, Unit Owners and other persons entitled to occupy a Unit may perform any obligation or exercise any right under any Condominium Instrument or any provision of this Illinois Condominium Property Act by use of acceptable technological means.

(c) A signature transmitted by acceptable technological means satisfies any requirement for a signature under any Condominium Instrument or any provision of the Illinois Condominium Property Act.

(d) Voting on, consent to and approval of any matter under any Condominium Instrument or any provision of this Illinois Condominium Property Act may be accomplished by



# UNOFFICIAL COPY

any acceptable technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in non-electronic form.

(e) Subject to other provisions of law, no action required or permitted by any Condominium Instrument or any provision of the Illinois Condominium Property Act need be acknowledged before a notary public if the identity and signature of the signatory can otherwise be authenticated to the satisfaction of the Board of Directors or Board of Managers.

(f) If any person does not provide written authorization to conduct business using acceptable technological means, the Association shall, at its expense, conduct business with the person without the use of acceptable technological means.

(g) The above subsections do not apply to any notices required: (i) under Article IX of the Code of Civil Procedure; or (ii) in connection with foreclosure proceedings in enforcement of any lien rights under the Illinois Condominium Property Act.

## ARTICLE V

### AMENDMENTS

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