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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP

AND OF

EASEMENTS, RESTRICTIONS AND COVENANTS

FOR

WATERS EDGE CONDOMINIUM AT VILLAGE WEST

This document prepared by and after
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DATE 4-15-19

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF

EASEMENTS, RESTRICTIONS AND COVENANTS

FOR

WATERS EDGE CONDOMINIUM AT VILLAGE WEST

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR WATERS EDGE CONDOMINIUM AT VILLAGE WEST

THIS AMENDED AND RESTATED DECLARATION has been approved by two-thirds of the Board of Directors of the Waters Edge Condominium at Village West ("Association") pursuant to Section 27(b)(1) of the Illinois Condominium Property Act ("Act"), 765 ILCS 605/27. This Amended and Restated Declaration ("Declaration") shall serve the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Waters Edge Condominium at Village West ("Original Declaration") which was recorded as Document No. 2717858 on September 20, 1973 in the Office of the Recorder of Deeds for Cook County, Illinois against the property legal described in Exhibit A attached hereto.

WITNESSETH THAT:

WHEREAS, the Association and its Owners are the legal title holders of the following described real estate in the Village of Hazel Crest, County of Cook, and State of Illinois:

Lot 4 in Village West Cluster 2, a subdivision of part of the West 1/2 of the Northeast 1/4 and part of the East 1/2 of the Northwest 1/4 of Section 2, Township 35 North, Range 13, and Village West Cluster 2, a subdivision of part of the West 1/2 of the Northeast 1/4 and part of the East 1/2 of the Northwest 1/4 of Section 2, Township 35 North, Range 13, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium recorded in the Office of the Recorder of Deeds, Cook County Illinois on September 20, 1973 as Document Number 2717858, as amended from time to time, in Cook County, Illinois.

WHEREAS, the above described real estate has been improved with two (2) multi-dwelling buildings containing a total of eighty-four (84) residential units, which buildings are commonly known as WATERS EDGE CONDOMINIUM AT VILLAGE WEST, Hazel Crest, Illinois; and

WHEREAS, said real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any wise pertaining thereto, (hereinafter called the "Property") is owned by the Association and its Unit Owners, under that certain type or method of ownership commonly known as "CONDOMINIUM," and the property has been submitted to the provisions of the "Condominium Property Act" of the State of Illinois, as amended from time to time; and

WHEREAS, it has been established for the mutual benefit of all Owners or occupants of the property, or any part thereof, which shall be known as WATERS EDGE CONDOMINIUM AT VILLAGE WEST, certain easements and rights in, over and upon said premises and certain

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mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the Owners, mortgagees, occupants, and other persons acquiring any interest in the property shall at all times enjoy the benefits of, and shall at all times hold their interests subject to, the rights, easements, privileges, and restrictions hereinafter set forth, all of which have been declared to be in furtherance of a plan to promote and protect the co-operative aspect of ownership and to facilitate the proper administration of such property and have been established for the purpose of enhancing the value, desirability and attractiveness of the property.

NOW, THEREFORE, the Association and its Owners as the legal title holders of the real estate hereinbefore described, and for the purposes above set forth, DECLARE AS FOLLOWS:

ARTICLE I

DEFINITIONS

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

DECLARATION: This instrument by which the property is submitted to the provisions of the Condominium Property Act of the State of Illinois, as the same may be from time to time amended, or supplemented.

PARCEL: The entire tract of real estate above described.

BUILDING: The buildings located on the Parcel containing the Units, as more specifically hereafter described in Article II.

PROPERTY: All the land, property and space comprising the Parcel, all improvements and structures constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of the Unit Owners.

UNIT: A part of the Property within the Building including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for a one-family dwelling or such other uses permitted by this Declaration, and having lawful access to a public way.

COMMON ELEMENTS: All portions of the property except the Units.

UNIT OWNERSHIP: A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

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

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OWNER: The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit Ownership. For the purposes of Article VIII hereof, unless otherwise specifically provided therein the word "Owner" shall include any beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to a Unit.

OCCUPANT: Person or persons, other than Owner, in possession of a Unit.

STORAGE ROOM: A fully enclosed area within the Common Elements, provided for the storage of personal property of a single Unit Owner, as delineated on a Survey attached to the First Amendment to the Declaration as part of Exhibit "A", as amended.

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.

CONDOMINIUM INSTRUMENTS: All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, the By- Laws, and the Plat.

ELECTRONIC TRANSMISSION: Any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

LIMITED COMMON ELEMENTS: A portion of the Common Elements so designated in this Declaration as being reserved for the use of a certain Unit or Units to the exclusion of other Units, including but not limited to balconies, terraces, patios and parking spaces or facilities, if any.

ARTICLE II

UNITS

1. **DESCRIPTION AND OWNERSHIP.** All Units in the Building located on the Parcel are delineated on the surveys attached as Exhibit "A" to the Original Declaration, as amended, which are incorporated herein by reference and made a part hereof, and are legally described as follows:

Units 3102, 3202, 3302, 3402, 3103, 3203, 3303, 3403, 3104, 3204, 3304, 3404, 3105, 3205, 3305, 3405, 3106, 3206, 3306, 3406, 3107, 3207, 3307, 3407, 3108, 3208, 3308, 3408, 3109, 3209, 3309, 3110, 3210, 3310, 3111, 3211, 3311, 3112, 3212, 3312, 4101, 4201, 4301, 4401, 4102, 4202, 4302, 4402, 4103, 4203, 4303, 4403, 4104, 4204, 4304, 4404, 4105, 4205, 4305, 4405, 4106, 4206, 4306, 4406, 4107, 4207, 4307, 4407, 4108, 4208, 4308, 4408, 4109, 4209, 4309, 4110, 4210, 4310, 4111, 4211, 4311, 4112,

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4212, 4312 in Waters Edge Condominiums at Village West, as delineated on a survey of the following described real estate:

Lot 4 in Village West Cluster 2, a subdivision of part of the West 1/2 of the Northeast 1/4 and part of the East 1/2 of the Northwest 1/4 of Section 2, Township 35 North, Range 13, and Village West Cluster 2, a subdivision of part of the West 1/2 of the Northeast 1/4 and part of the East 1/2 of the Northwest 1/4 of Section 2, Township 35 North, Range 13, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium recorded in the Office of the Recorder of Deeds, Cook County Illinois on September 20, 1973 as Document Number 2717858, as amended from time to time, in Cook County, Illinois.

It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof in Exhibit "A" to the Original Declaration, as amended. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown in Exhibit "A" to the Original Declaration, as amended. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit "A" to the Original Declaration, as amended, and every such description shall be deemed good and sufficient for all purposes. Except as provided by the Condominium Property Act, no Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit "A" to the Original Declaration, as amended.

2. **CERTAIN STRUCTURES NOT CONSTITUTING PART OF A UNIT.** No Owner shall own any pipes, wires, conduits, public utility lines or structural components running through his Unit and serving more than his Unit except as a tenant in common with all other Owners.

ARTICLE III

COMMON ELEMENTS

1. **DESCRIPTION.** Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing; the Common Elements shall include the land, stairways, entrances and exits, balconies, parking spaces and driveways, elevators, halls, lobbies, social area, recreation areas, pool, laundry areas, structural parts of the Buildings, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, and such component parts of walls, floors and ceilings as are not located within the Units.

2. **OWNERSHIP OF COMMON ELEMENTS.** Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners of the Property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit, subject only to such easements as are granted to Unit

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Owners and others by this Declaration. The extent or amount of such ownership shall be expressed by a percentage amount which shall remain constant, and may not be changed without unanimous approval of all Owners. The Trustee determined each Unit's corresponding percentage of ownership in the Common Elements as set forth in Exhibit "B" to the Original Declaration, as amended.

ARTICLE IV

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

1. **SUBMISSION OF PROPERTY TO "CONDOMINIUM PROPERTY ACT."**

The property has been submitted to the provisions of the "Condominium Property Act" of the State of Illinois

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

3. **EASEMENTS.**

(a) **Encroachments.** In the event that, by reason of the construction, settlement or shifting of the Buildings, any part of the Common Elements 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 any Unit, it shall be necessary or advantageous to an Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to said Unit, which will not unreasonably interfere with the use or enjoyment of the Common Elements by other Unit Owners, or, if by reason of the design or construction of utility and ventilation 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 and for such use of the Common Elements 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 Buildings shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Owners and if it occurred due to the willful conduct of any Owner.

(b) **Utility Easements.** The Illinois Bell Telephone Company, Commonwealth Edison Company and all other public utilities serving the Property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the

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Common Elements for the purpose of providing utility services to the Property, but specifically excluding the right to install poles or similar devices for suspending wires or cables above ground.

(c) ***Easement for Village of Hazel Crest.*** In the event that, by reason of the failure of the Board of Managers of the Condominium to maintain the Common Areas as required by Article V, hereof, the Village of Hazel Crest shall deem it necessary for said Village to maintain the same in lieu of maintenance by the Board of Managers as aforesaid, a valid easement for the maintenance of such Common Areas in connection therewith as said Village shall deem necessary, is hereby established and shall exist for the benefit of the Village of Hazel Crest, so long as the failure of the Board of Managers to maintain such Common Areas shall continue.

(d) ***Balconies.*** A valid exclusive easement is hereby declared and established for the benefit of each Unit and its Owner, consisting of the right to use and occupy the balcony adjoining the Unit; provided, however, that no Owner shall decorate, fence, enclose, landscape, adorn or alter such balcony in any manner contrary to such rules and regulations as may be established by the Board of Managers, as hereinafter provided unless he shall first obtain the written consent of said Board so to do.

(e) ***Indoor Parking Area.*** The indoor parking area for the storage of Owner's vehicles in the basement garage area of the building shall be part of the Common Elements and the exclusive use and possession of such an area shall be allocated among the respective Owners in such manner and subject to such rules and regulations as the Board of Managers may describe.

(f) ***Storage Spaces and Storage Rooms.*** The Storage Area outside of the Units and within the Building has been divided into Storage Spaces and Storage Rooms, as delineated in Exhibit "A" to the Original Declaration, as amended. The legal description of each Storage Room shall consist of the identifying symbol of such Storage Room as show on said Exhibit "A" to the Original Declaration, as amended. Wheresoever reference is made to any Storage Room in a legal instrument or otherwise, a Storage Room may be legally described by its identifying symbol as shown on said Exhibit "A" to the Original Declaration, as amended, and every such description shall be deemed good and sufficient for all purposes. Each Owner who has purchased a Storage Room as aforesaid shall have his Unit Ownership include as a right and easement appurtenant thereto a grant of a perpetual and exclusive easement, hereinafter referred to as the "Storage Room Easement", consisting of the right to use for storage purposes that certain Storage Room purchased by said Owner and set forth in his deed. Each deed, lease, mortgage, or other instrument affecting the ownership shall include the Storage Room Easement to the specific Storage Room so purchased and appurtenant thereto. Any such deed, lease, mortgage, or other instrument purporting to affect a Unit Ownership without also including a Storage Room Easement to the specific Storage Room expressly allocated to said Unit shall be deemed and taken to include the said Storage Room Easement to said Storage Room even though not expressly mentioned or described therein. Owners may exchange or lease between themselves the Storage Room Easement

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to a specific Storage Room appurtenant to their own Unit Ownership. No person not having an interest in a Unit Ownership shall have any interest in and to a Storage Room for any purpose unless permission in writing is given by the Board of Managers. The term of any lease of the Storage Room Easement to any specific Storage Room shall not exceed five (5) years and shall automatically terminate upon the transfer of the Unit to which said Storage Room Easement is appurtenant. All Storage Rooms and access thereto shall be subject to such reasonable rules and regulations as may be established by the Board of Managers, as hereinafter provided. The Storage Space for the Owner's personal property in the Building, outside of the respective Units and outside of the Storage Rooms, shall be part of the Common Elements, and the exclusive use and possession of such areas shall be allocated among the respective Owners in such manner and subject to such rules and regulations as the Board may prescribe. Each Owner shall be responsible for his personal property in such storage area. The Board of Managers shall not be considered the bailee of such personal property and shall not be responsible for any loss or damage thereto whether or not due to the negligence of the Board of Manager.

(g) All easements herein described are easements appurtenant, running with the land; they shall at all times inure to the benefit of and be binding on the Association and its Owners, and their respective heirs, successors, personal representatives or assigns, perpetually in full force and effect. Reference in the respective deeds of conveyance, or in any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants herein described to the respective Owners, grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

4. **VILLAGE WEST ASSOCIATION.** All Owners are members of said Association as more specifically set forth in the Declaration of Covenants, Conditions and Restrictions relating to the VILLAGE WEST ASSOCIATION (hereinafter sometimes referred to as the "Master Association") which has been registered in the Office of the Registrar of Titles, Cook County, Illinois, as Document number 2687535, on April 10, 1973.

ARTICLE V

ADMINISTRATION

1. **ADMINISTRATION OF PROPERTY.** The direction and administration of the Property shall be vested in a Board of Managers (hereinafter referred to as the "Board"), initially consisting of three (3) persons. The number of members of the Board may be increased to seven (7) upon a vote of a majority of the Owners. Each member of the Board shall be one of the Owners and shall reside on the Property; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board, if such person resides on the Property.

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2. **ORGANIZATION.** A not-for-profit corporation under the General Not For Profit Corporation Act of the State of Illinois, to be called "WATER'S EDGE CONDOMINIUM AT VILLAGE WEST" or a name similar thereto, has been incorporated, which corporation shall be the governing body for all the Owners for the maintenance, repair, replacement, administration and operation of the Property. The Board of Directors of the Corporation shall be deemed to be the "Board of Managers" referred to herein and in the Condominium Property Act. Every Owner shall be a member therein, which membership shall automatically terminate upon the sale, transfer or other disposition by such member of his Unit Ownership, at which time the new Owner shall automatically become a member therein.

3. **VOTING RIGHTS.** 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 members 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 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 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 'A' or the most recently registered amendment thereto, as hereinafter set forth.

4. **OWNER MEETINGS.**

(a) Meetings of the voting members shall be held at the Property or at such other place in Cook County, Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy, of twenty percent (20%) of the Owners at any meeting of the Association shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

(b) **Annual Meeting.** There shall be an annual meeting of the voting members on the first Tuesday of October 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.

(c) **Special Meetings of Owners.** Special meetings of the Owners can be called by the President, Board, or by twenty percent (20%) of Unit Owners. Said meetings shall be called by written notice, authorized by the President, a majority of the Board, or by the Voting Members representing at least twenty (20%) percent of the Units

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except that notice may be sent, 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 notice is given, provided the director and officer or his agent certifies in writing to the delivery by electronic transmission.

5. **NOTICES OF OWNER MEETINGS.** Notices of meetings required to be given herein may be delivered either personally, by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, by electronic transmission as authorized by the Condominium Instruments and consented by the Owner, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

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.

(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 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.

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6. BOARD OF MANAGERS (BOARD OF DIRECTORS).

(a) In all elections for members of the Board of Managers, 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. Board members shall be elected for a term of two (2) years each, 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 or decrease 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 the terms of at least one-third (1/3) of the persons on the Board shall expire annually, provided, however, that the number of members of the Board may be increased at any time after the initial meeting by a vote of a majority of the Owners. 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. If there are multiple Owners of a single Unit, only one of the multiple Owners shall be eligible to serve as a member of the Board at any one time. The Board may disseminate to the 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.

(b) Vacancies in the Board shall be filled by appointment by a two-thirds vote of the remaining Board Members for a period up to the next annual meeting of Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Owners to fill the vacancy for the balance of the term. A meeting of the Owners shall be called for the purpose of filling the vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Owners holding twenty percent (20%) of the votes of the Association requesting a meeting. Vacancies in the Board created by any increase in the number of persons on the Board shall be filled by the voting members present at the next annual meeting or at a special meeting of the voting members called for such purpose. Except as otherwise provided in this Declaration, 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.

(c) Except as provided in subparagraph (d) 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

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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.

(d) 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.

(e) 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 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.

(f) 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

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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.

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

(h) 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 adopts 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.

(i) 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 and the Organization, 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 Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect.

(j) 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.

7. BOARD MEETINGS.

(a) 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, (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.

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(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.

(d) 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.

(e) The Board shall meet at least four (4) times annually.

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

8.

A. **GENERAL POWERS OF THE BOARD.** The powers and duties of the Board shall also include, but not be limited to, the following:

(a) To provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. 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 twenty-one (21) days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the expenditure; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified;

(b) To prepare, adopt and distribute the annual budget for the Property;

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- (c) To levy and expend assessments;
- (d) To collect assessments from Unit Owners;
- (e) To provide for the employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;
- (f) To obtain adequate and appropriate kinds of insurance;
- (g) To own, convey, encumber, lease and otherwise dealing with Units conveyed to or purchased by it;
- (h) To adopt and amend rules and regulations covering the details of the operation and use of the Property, 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;
- (i) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (j) To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to other Units;
- (k) To pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium;
- (l) To impose charges for late 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;
- (m) 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;

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(n) To record the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under the provisions of Section 14.2 of the Condominium Property Act;

(o) 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;

(p) 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;

(q) 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;

(r) 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; and

(s) In the performance of their duties, the officers and members of the Board shall exercise the care required of a fiduciary of the Owners; and

(t) 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

(u) 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 address on any list of Members or Unit Owners which the Association is

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required to provide upon request pursuant to any provisions of the Act or an Condominium Instrument; and

(v) 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 thirty (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.

B. SPECIFIC POWERS OF THE BOARD. The Board for the benefit of all the Owners, shall acquire and shall pay for out of the maintenance fund hereinafter provided for, the following:

(a) Water, waste removal, garage operating expense, if any, professional management fees, storage or handling expense, if any, electricity and telephone and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units.

(b) Notwithstanding anything herein concerning insurance:

(i) **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 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 need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected. Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall, and ceiling

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coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by Unit Owners or any other additions, alterations, or upgrades installed or purchased by any unit owner.

Such policy or policies of insurance shall insure against loss or damage by the perils of fire, lightning and those contained in the extended coverage, vandalism and malicious mischief endorsements, for the replacement cost specified above and be written in the name of, and the proceeds thereof shall be payable to the Members of the Board, as trustees for each of the Owners in the percentages established in Exhibit "A" or the most recently registered amendment hereto as hereinafter set forth. Prior to obtaining any such policy or policies of insurance, or any renewal thereof, the Board shall obtain an appraisal from a qualified appraiser for the purpose of determining the full replacement cost of the Common Elements and the Units for the amount of insurance to be effected pursuant hereto. The cost of any and all such appraisals shall be common expenses. Each Owner shall notify the Board in writing of any additions or alterations to his Unit resulting in increased value thereof and he shall be responsible for any deficiency in any insurance loss recovery resulting from his failure to so notify the Board. Upon such notification, it shall be the duty of the Board to increase the amount of insurance as set forth in this Section. All such policies of insurance (1) shall contain standard mortgage clause endorsements in favor of the Mortgagee or Mortgagees of each Unit, if any, as their respective interests may appear, (2) shall provide that the insurance, as to the interest of the Board shall not be invalidated by any act of neglect of any Owner, (3) shall contain an endorsement to the effect that such policy shall not be terminated for non-payment of premiums without at least ten (10) days prior written notice to the mortgagee of each Unit, and (4) shall contain a rider providing for insurance to full replacement cost. The Board may engage the services of a bank or trust company authorized to do trust business in Illinois and having a capital of not less than \$5,000,000 to act as Insurance Trustee and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of this Declaration. In the event that the lowest of the three bids which are received from reputable contractors for making all repairs required by any such loss shall exceed \$50,000.00, the Board upon written demand of the mortgagee of any Unit shall engage the services of an Insurance Trustee as aforesaid. The fees of such Insurance Trustee shall be common expenses. The proceeds of such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the building, or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein or in any mortgage contained, at all times be subject to the provisions in the Act with respect to the application of insurance proceeds to reconstruction of the building, provided, however, that if the Board or

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the corporate trustee fails to perform all of the conditions precedent required by the policy or policies of insurance, and fails to collect the amount of the loss within the time required by law, and the mortgagee or mortgagees are required to avail themselves of their rights under the Standard Mortgage Clause to collect the proceeds of the policy or policies of insurance, any amounts so collected through the efforts of said mortgagee or mortgagees shall be applied as directed by said mortgagee or mortgagees. All insurance contracts should be required to contain a waiver of subrogation with respect to the Board and the Organization, its employees, Unit Owners and members of their household, and mortgagees; or these parties should be named as additional insureds.

(ii) General 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.

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

(a) 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.

(b) 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.

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

(iv) 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 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

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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.

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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.

(c) 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

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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.

(d) Workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board in its judgment shall elect to effect.

(e) The Board may employ the services of any person or firm to act on behalf of the Owners in connection with real estate taxes and special assessments on the Unit Ownerships, and in connection with any other matter where the respective interests of the Owners are deemed by the Board to be similar and non-adverse to each other. The cost of such services shall be common expenses.

(f) Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the sliding glass doors appurtenant to the Units which the Owners shall paint, clean, decorate, maintain and repair) and such furnishings, and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements.

(g) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first class condominium or for the enforcement of these restrictions.

(h) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Owners.

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

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(j) The Board or its agents upon reasonable notice may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. The Board or its agent may likewise enter any balcony for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

(k) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions to, or capital improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) requiring an expenditure in excess of Six Thousand Dollars (\$6,000.00) without in each case the prior approval of the voting members holding two-thirds (2/3) of the total votes.

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

(m) The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants of the Property. Without limiting the generality of the above, the Board may regulate the following: (1) Use of the Parking Spaces to which Owners have an exclusive easement; (2) Decoration and use of the Balconies; (3) Allocation and use of the common storage area. Written notice of such rules and regulations shall be given to all Owners and Occupants and the entire Property shall at all times be maintained, subject to such rules and regulations.

(n) The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board.

(o) The Board may elect to have the cost of any or all of the goods and services described in subsections (a), (b), as it refers to additions reported to the Board of Managers and (c) above, assessed specially to each Owner in proportion to his use of or benefit from such goods and services.

(p) The Board, by vote of at least two-thirds (2/3) of the persons on the Board, shall have the same authority to lease or to grant licenses or concessions with respect to any part of the Common Elements, subject to the terms of this Declaration.

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(q) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners or any of them.

(r) 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 said Unit Owners.

(s) The Board, through its duly appointed representatives, shall act and vote for and on behalf of the Owners with respect to maintenance, management and operation of the Master Association to the extent and in the manner that the condominium is entitled to do so, including, but not limited to the collection from each Member of all regular and special Assessments levied against him by the Master Association and the payment of such Assessments so collected to the Master Association.

9. LIABILITY OF THE BOARD OF MANAGERS. The members of the Board of Managers shall not be personally liable to the Owners or others for any mistake or error in judgment or for any acts or omissions made in good faith as such Board member, or acting as the Board. The Owners shall indemnify and hold harmless each of the members of, the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. It is also intended that the liability of any Owner arising out of any contract made by the Board of Managers, or out of the aforesaid indemnity in favor of the members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all the Owners in the Common Elements. Every agreement made by the Board of Managers or by the managing agent on behalf of the Owners shall provide that the members of the Board of Managers or the managing agent, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Owners in the Common Elements.

ARTICLE VI

ASSESSMENTS-MAINTENANCE FUND

(a) Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Each Owner shall receive, at least 25 days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are

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intended for reserves, capital expenditures or repairs or payment of real estate taxes. The annual budget shall also take into account the 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 Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "A" attached hereto or the most recently registered amendment thereto as hereinafter set forth. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before April 1st of each calendar year, the Board shall supply to all Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Such accounting shall be prepared by a certified public accountant. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Elements to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six months after rendering of the accounting.

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

(c) Special Assessments.

(i) 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.

(ii) Except as provided in subsection (iv) 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

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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 twenty-one (21) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the 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.

(iii) 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.

(iv) 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 (ii) above or item (v) 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.

(v) 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.

(vi) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by items (iv) and (v), 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.

(d) The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such 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 Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

(e) The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common 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 Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days' notice to the Board and payment of a

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reasonable fee, any Owner shall be furnished a statement of his own account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

(f) All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Owners in the percentages set forth in Exhibit "A", as the same may be from time to time amended.

(g) If an Owner is in default in the monthly payment of the aforesaid charges or assessments or on any damages or assessments created under Article V, and attributable thereunder to an Owner for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefor, as hereinafter provided or otherwise take possession of such defaulting owner's Unit and interest in the Property, for the purpose of liquidating the unpaid assessment in accordance with any applicable statute, 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 Owner involved when payable and may be foreclosed by an action brought in the names 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 "Condominium Property Act" of Illinois; provided, however, that encumbrances owned or held by 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 Ownership which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest in the Unit Ownership, or has a receiver appointed in a suit to foreclose his 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.

(h) No 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.

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ARTICLE VII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units and Common Elements shall be occupied and used as follows:

(a)

(i) No part of the Property shall be used for other than housing and 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 for a single family or such other uses permitted by this Declaration and for 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 in such manner and upon such conditions as shall be determined by the Board in writing.

(ii) Notwithstanding the foregoing, the Board of Directors and the Unit Owners intend that eighty percent (80%) of the condominium units be owned by or leased to persons who are fifty-five (55) years of age or older. To the extent permitted by governing law, the Board must approve any sale, lease or transfer of a unit to a person under the age of fifty-five (55) if that sale, lease or transfer results in the percent of units owned by, leased or transferred to a person under age fifty-five (55) to exceed twenty percent (20%). Where the unit is leased, the lease is subject to the intention of the Board to: (1) maintain eighty percent (80%) of the units to be owned or leased to persons fifty-five (55) years of age or older and (2) the provisions with respect to leasing contained in the Declaration, as amended. To the extent not prohibited by governing law, in the event an owner by intestacy or Will bequeaths a unit to an heir at law as set forth in the Illinois statute of descent and distribution and the heir is under age fifty-five (55) the heir may own and occupy the unit even if that occupancy results in exceeding the aforesaid twenty percent (20%) limitation. Notwithstanding the above stated restriction to occupancy by those persons who are fifty-five (55) years of age or older, the age restrictions shall not be applicable to those owner-residents or tenants or their children who reside in a unit on the date of recording the amendment on May 13, 2009, the date the age restriction became effective. However, upon the sale, lease, transfer of title, relet or abandonment of a unit by a resident who is not fifty-five (55) years of age or older as of May 13, 2009, said unit shall thereupon be subject to the fifty-five (55) years of age or over restriction as stated in this paragraph. From and after the effective date set forth in this subparagraph (a)(ii), and to the extent not prohibited by law, under the Federal Fair Housing Act, the Illinois Human Rights Act, their supporting rules and regulations and the ordinances of the Village of Hazel Crest, persons under the age of eighteen (18) not occupying in a unit on a full-time basis may be permitted to visit the unit for a reasonable period not to exceed four (4) consecutive weeks on any one occasion and sixty (60) days in any calendar year. In order to assist the Association in enforcing the terms of this Article VII, Paragraph (a), each Unit

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Owner shall supply the Association with a written notice of the names, dates of birth, telephone number and last address for each occupant of each Unit. Such notice shall be updated within five (5) days of an occupant moving in or out of a Unit. As noted below, the Board shall develop a procedure for verifying age qualifications through a system of surveys and affidavits, e.g., requiring residents to present reliable documentation of their age, including driver's licenses, state identification, birth certificates, passports, military identification, etc.

The Board of the Association shall publish and adhere to policies and procedures that demonstrate the intent to maintain a "fifty-five (55) years of age and older" condominium community. The Association shall comply with rules issued by the Illinois Department of Human Rights and Secretary of Housing and Urban Development (HUD) which shall (1) provide for verification by reliable surveys and affidavits that demonstrate the intent to maintain an occupancy of at least eighty percent (80%) of the units by those fifty-five (55) and older and (2) include examples of the types of policies and procedures relevant to a determination of compliance with the requirement set forth in the previous sentence. These surveys and affidavits shall be admissible in administrative and judicial proceedings for the purposes of such verification.

(iii) No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit Owner in favor of another. In addition, notwithstanding any provision hereof or any rule or regulation, the Board shall make reasonable accommodation, if necessary, to afford a handicapped person equal opportunity to use and enjoy the condominium property, provided, that nothing contained herein shall be construed to mean or imply that any such accommodation be at the cost of the Association.

(b) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board except as hereinafter expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit.

(c) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Buildings or contents thereof, applicable for residential use, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

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

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(e) Owners shall not cause or permit anything to be placed on the outside 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.

(f) The use and covering of the interior surface of the glass doors and windows appurtenant to the Units in the Building, whether by draperies, shades or other items visible from the exterior of the Building, shall be subject to the rules and regulations of the Board.

(g) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose. Any pet which is otherwise admissible may be permanently excluded by the Board, if it causes or creates a nuisance or unreasonable disturbances, within two (2) days after notice and opportunity to be heard at a regular or special meeting of the Board at which time such action is placed on the agenda of the Board.

(h) 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 Owners or Occupants.

(i) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building except as is otherwise provided herein.

(j) 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 clear of rubbish, debris and other unsightly materials.

(k) There shall be no playing, loitering, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles other than automobiles and motorcycles, benches or chairs on any part of the Common Elements except that baby carriages, bicycles and other personal property may be stored in the common or private storage area designated for that purpose. Notwithstanding any of the foregoing, the balconies, meeting room and any recreational areas may be used for the purposes for which they were intended subject only to the rules and regulations of the Board.

(l) No industry, business trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted in any Unit.

(m) 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.

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(n) Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board, or of the Village of Hazel Crest.

(o) No inflammable liquids or any equipment containing inflammable liquids shall be stored, kept or maintained in the Common Storage Area.

(p) No barbecuing may be conducted on any balcony.

(q) The Unit restrictions in paragraphs (a) and (m) of this Article VII shall not, however, be construed in such a manner as to prohibit an 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 paragraphs (a) or (m) of this Article VII.

(r) 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.

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ARTICLE VIII

SALE, LEASING OR OTHER ALIENATION

1. **SALE OR LEASE.** Any Owner, or an Owner transferring title to a Unit to a mortgagee in lieu of foreclosure, who wishes to sell or lease his Unit Ownership (or any lessee of any Unit wishing to assign or sublease such Unit) shall give to the Board not less than thirty (30) days' prior written notice of the terms of any contemplated sale or lease, together with the name, address and financial and character references of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. The members of the Board acting on behalf of the other Owners shall at all times have the first right and option to purchase or lease such Unit Ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, the Owner (or lessee) may, at the expiration of said thirty-day period and at any time within ninety (90) days after the expiration of said period, contract to sell or lease (or sublease or assign) such Unit Ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the Owner (or lessee) fails to close said proposed sale or lease transaction within said ninety (90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.

The provisions of the Condominium Property Act, the Declaration, By-Laws and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease. With regard to any lease, the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-Unit Owner to comply with the leasing requirements prescribed by the Act or by the Declaration, By-Laws, and rules and regulations. The Board may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by a tenant of any covenants, rules, regulations or By-Laws.

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

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2. **GIFT.** Any Owner who wishes to make a gift of his Unit Ownership or any interest therein 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, address and financial and character references of the intended donee and such other information concerning the intended donee as the Board may reasonably require. The members of the Board acting on behalf of the other 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 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 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 of the Owner and the Board. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The cost of the appraisal and any fees of the arbitrators shall be paid by the Board out of the Maintenance fund. 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 written notice of such determination of fair market value.

3. **DEVISE.** In the event any Owner dies leaving a will devising his Unit Ownership, or any interest therein, and said will is admitted to probate, the members of the Board acting on behalf of the other Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit Ownership, or interest therein, either 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 as herein provided. Within sixty (60) days after the appointment of a personal representative for the estate of the 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 arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three 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. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The cost of the appraisal and any fees of the arbitrators shall be paid by the Board out of the Maintenance fund. The Board's right to purchase the Unit Ownership, or interest therein, at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notices if the personal representative of the deceased Owner is empowered to sell, and shall expire seven months after the appointment of a personal representative who is so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the

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required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods.

4. INVOLUNTARY SALE.

(a) In the event any Unit Ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale) the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days' written notice to the Board of his intention so to do, whereupon members of the Board acting on behalf of the other Owners shall have an irrevocable option to purchase such Unit Ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board within said thirty (30) days after receipt of such notice, it shall thereupon expire, and said purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) days period.

(b) In the event any Owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against his Unit Ownership, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article VI hereof.

5. **CONSENT OF VOTING MEMBERS.** The Board shall not exercise any option hereinabove set forth to purchase any Unit Ownership or interest therein without the prior written consent of the voting members having 75% of the total votes. The members of the Board or their duly authorized representatives, acting on behalf of the other Owners, may bid to purchase at any sale of a Unit Ownership or interest therein of any Owner living or deceased, which said sale is held pursuant to an order or direction of a court, upon the prior written consent of the voting members having 75% of the total votes, which said consent shall set forth a maximum price which the members of the Board or their duly authorized representatives are authorized to bid and pay for said Unit Ownership or interest therein.

6. **RELEASE OR WAIVER OF OPTION.** Upon the written consent of at least two-thirds (2/3) of the Board members, any of the options contained in this Article VIII may be released or waived and the Unit Ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

7. **PROOF OF TERMINATION OF OPTION.** A certificate executed and acknowledged by the acting Secretary of the Board stating that the provisions of this Article VIII as hereinabove set forth have been met by an Owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner who has in fact complied with the provisions of this Article or in respect

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to whom the provisions of this Article have been waived, upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00).

8. FINANCING OF PURCHASE UNDER OPTION.

(a) Acquisition of Unit Ownership or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each Owner in the ratio that his percentage of ownership in the Common Elements as set forth in Exhibit "A" bears to the total of all such percentage applicable to Units subject to said assessment, (the Unit being acquired shall not be subject to assessment), which assessment shall become a lien and be enforceable in the same manner as provided in paragraph (g) of Article VI hereof.

(b) The members of the Board, in their discretion, may borrow money to finance the acquisition of any Unit Ownership or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit Ownership or interest therein to be acquired.

9. **TITLE TO ACQUIRED INTEREST.** Unit Ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the members of the Board of Managers and their successors in office, or such nominee as they shall designate, for the benefit of all the Owners. Said Unit Ownerships or interests therein shall be sold or leased by the members of the Board in such manner as the Board shall determine without complying with the foregoing provisions relating to the Board's right of first refusal. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each Owner in the same proportion in which the Board could levy a special assessment under the terms of paragraph 8(a) of this Article.

10. **EXCEPTIONS TO BOARD'S RIGHT OF FIRST REFUSAL.** The Board's right of first refusal as provided in Sections 1, 2 and 3 of this Article VII shall not apply to any sale, lease, gift, devise or other transfer between co-Owners of the same Unit, or to the spouse, or to any lawful children of the Owner, or any one or more of them, or to any trustee of a trust, the sole beneficiary or beneficiaries of which are the Owner, the spouse or lawful child of the Owner, or any one or more of them. The Board's right of first refusal as provided in Sections 1, 2 and 3 of this Article VIII shall not apply to any transfer of occupancy in a Unit owned by a publicly held corporation or any corporation with a net worth in excess of \$100,000 who owns and maintains said Unit for executive residential purposes, from one executive of said corporation to another.

ARTICLE IX

DAMAGE OR DESTRUCTIONS AND RESTORATION OF BUILDING

1. **SUFFICIENT INSURANCE.** In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from

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any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, the such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor, provided, however, that in the event within thirty (30) days after said damage or destruction, the Owners elect either to sell the Property as hereinafter provided in Article X hereof or to withdraw the Property from the provisions of this Declaration, and from the provisions of the "Condominium Property Act" as therein provided, then such repair, restoration or reconstruction is not undertaken the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "A", after first paying out of the share of each Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

2. **INSUFFICIENT INSURANCE.** In the event the Property or the improvements thereon so damaged or destroyed are not insured against the peril causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the Owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within one hundred and eighty (180) days after said damage or destruction, then the provisions of the "Condominium Property Act" in such event shall apply.

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

ARTICLE X

SALE OF THE PROPERTY

The Owners by affirmative vote of at least 75% of the total vote, at a meeting duly called for such purpose, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit Ownership entitled to notice under Section 2 of Article XII of this Declaration. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Owner. In the absence of agreement on an appraiser, such Owner and the Board may each respectively select an appraiser, and two so selected, shall select a third, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

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ARTICLE XI

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

1. **ABATEMENT AND ENJOINMENT.** The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding section: (a) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of 7% per annum until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

2. **INVOLUNTARY SALE.** If any Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall reoccur more than once after such notice, then the Board shall have the power to issue to the defaulting Owner a ten-day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or Occupant, or, in the alternative, a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that the right, title and interest of the Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner or his agent or nominee from re-acquiring his interest in the Property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and, subject to the Board's rights as provided in Section 4, Article VIII hereof, 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 decree shall provide that the purchaser shall take the interest in the Property sold subject to this Declaration.

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ARTICLE XII

GENERAL PROVISIONS

1. Upon written request to the Board, the holders of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner whose Unit Ownership is subject to such mortgage or trust.

2. Notices provided for in this Declaration and in the Condominium Property Act shall be in writing, and shall be addressed to the Board or Association, or any Owner, as the case may be, at the Building in Hazel Crest, Illinois (indicating thereon the number of the respective Unit if addressed to an Owner), via electronic transmission if authorized by the Condominium Instruments and consented to in writing by the Owner, or at such other address as herein provided. The Association or Board may designate a different address or addresses for notice to them, respectively, by giving written notice of such change of address to all Owners. Any Owner may also designate a different address for notices to him by giving written notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, delivered electronically as prescribed above, or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to an Owner, when deposited in his mailbox in the Building or at the door of his Unit in the Building.

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

4. All easements, restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Declaration, shall be deemed and taken to be covenants and easements running with the land and shall be deemed easements and covenants appurtenant and shall inure to the benefit of and be binding on any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof. Each grantee, by the acceptance of a deed of conveyance, or each purchaser under Condominium Purchase Agreement, accept 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 bind any person at any time any interest or estate in the Property, and shall inure to the benefit of such Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

5. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

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6. The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed and acknowledged by the Board, the Owners having at least 75% of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, no less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Registrar of Titles of Cook County, Illinois; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the "Condominium Property Act".

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

8. If any of the options, privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints or alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only twenty-one years after the death of the survivors of the now living descendants of Rahm Emanuel, Mayor of Chicago, and Donald Trump, President of the United States.

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

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

ARTICLE XIII USE OF CERTAIN FACILITIES IN COMMON

1. Trustee, its successors and assigns, intended to develop that certain parcel of property described on Exhibit C attached to a purported amendment, from time to time within a period of five (5) years of May 13, 2009, the recording date of the Third Amendment, with no more than 168 dwelling units (the Additional Property).

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2. The right was granted to the owners of dwelling units to be developed on the Additional Property to make use of the hospitality room and the locker room facilities (hereinafter called the Common Use Facilities) , contained in the building commonly known as 3505 Lakeview Drive, Hazel Crest, Illinois, and the swimming pool, each of which form a portion of the common elements of the Parcel and Property, with the same rights of use, access, ingress and egress to the said hospitality room, locker room and pool as Owners, subject to such rules and regulations as shall be promulgated by the Board and as hereinafter set forth, as shall apply equally to all users thereof.

3. Provided that the Additional Property was developed, each year, when the Board establishes the annual budget for the operation of the Properties, the Board shall establish as separate items the allocated portion of the budget which is attributable to the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements as they relate to the Common Use Facilities. The said estimated cash requirement for the operation and maintenance of the said Common Use Facilities shall be assessed in equal portions to all unit owners, including unit owners within the Additional Property (the Additional Owners). That portion of such estimated cash requirement attributable to the unit owners shall be assessed to the unit owners in accordance with Article VI, Section (a) thereof. That portion of the Common Use Facilities' estimated cash requirements attributable to the Additional Owners shall be assessed in accordance with any condominium declaration or other declaration providing for assessment for maintenance of facilities available to such Additional Unit Owners as such units shall be subjected to, and in the event that any of the said additional units are not subject to any other such declaration providing for assessment, then in accordance with Article V of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO THE VILLAGE WEST ASSOCIATION dated April 10, 1973 and recorded in the Office of the Registrar of Titles in Cook County, Illinois, as Document Number LR2687535.

4. The rights granted in the recorded Third Amendment to the Additional Owners to use the said Common Use Facilities and the right of the Board to assess the Additional Owners in accordance with this amendment shall cease as to any Additional Property unit and the owner thereof when and at such time as a hospitality room or pool, or locker facilities shall be made available elsewhere for the use of such Additional Properties' unit owner.

[SIGNATURE PAGES TO FOLLOW]

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BOARD SIGNATURE PAGE

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Directors of Waters Edge 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 Waters Edge Condominium Association.

Moses G. Brown

Barbara J. Jasso

Carl B. Garrett

Ben Roubicek

Joseph R. Benson

Board of Directors of Waters Edge Condominium Association

ATTEST:

Linda Daniel
 Secretary

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AFFIDAVIT OF SECRETARY

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Linda Daniels, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of Waters Edge 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 APRIL 1, 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.

Linda Daniels
 Secretary of the Waters Edge Condominium Association

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EXHIBIT A

LEGAL DESCRIPTION

Units 3102, 3202, 3302, 3402, 3103, 3203, 3303, 3403, 3104, 3204, 3304, 3404, 3105, 3205, 3305, 3405, 3106, 3206, 3306, 3406, 3107, 3207, 3307, 3407, 3108, 3208, 3308, 3408, 3109, 3209, 3309, 3110, 3210, 3310, 3111, 3211, 3311, 3112, 3212, 3312, 4101, 4201, 4301, 4401, 4102, 4202, 4302, 4402, 4103, 4203, 4303, 4403, 4104, 4204, 4304, 4404, 4105, 4205, 4305, 4405, 4106, 4206, 4306, 4406, 4107, 4207, 4307, 4407, 4108, 4208, 4308, 4408, 4109, 4209, 4309, 4110, 4210, 4310, 4111, 4211, 4311, 4112, 4212, 4312 in Waters Edge Condominiums at Village West, as delineated on a survey of the following described real estate:

Lot 4 in Village West Cluster 2, a subdivision of part of the West 1/2 of the Northeast 1/4 and part of the East 1/2 of the Northwest 1/4 of Section 2, Township 35 North, Range 13, and Village West Cluster 2, a subdivision of part of the West 1/2 of the Northeast 1/4 and part of the East 1/2 of the Northwest 1/4 of Section 2, Township 35 North, Range 13, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium recorded in the Office of the Recorder of Deeds, Cook County Illinois on September 20, 1973 as Document Number 2717858, as amended from time to time, in Cook County, Illinois.

Unit	Pin	Commonly known as (for informational purposes only)	% Interest
3102	31-02-200-013-1001	3504 LAKEVIEW DR 102 HAZEL CREST, IL 60429-2484	1.86652
3202	31-02-200-013-1002	3504 LAKEVIEW DR 202 HAZEL CREST, IL 60429-2486	1.87278
3302	31-02-200-013-1003	3504 LAKEVIEW DR 302 HAZEL CREST, IL 60429-2488	1.87904
3402	31-02-200-013-1004	3504 LAKEVIEW DR 402 HAZEL CREST, IL 60429-2700	1.88534
3103	31-02-200-013-1005	3504 LAKEVIEW DR 103 HAZEL CREST, IL 60429-2484	1.11484
3203	31-02-200-013-1006	3504 LAKEVIEW DR 203 HAZEL CREST, IL 60429-2486	1.12110
3303	31-02-200-013-1007	3504 LAKEVIEW DR 303 HAZEL CREST, IL 60429-2488	1.12736
3403	31-02-200-013-1008	3504 LAKEVIEW DR 403 HAZEL CREST, IL 60429-2700	1.13363
3104	31-02-200-013-1009	3504 LAKEVIEW DR 104 HAZEL CREST, IL 60429-2484	1.25263
3204	31-02-200-013-1010	3504 LAKEVIEW DR 204 HAZEL CREST, IL 60429-2486	1.25889
3304	31-02-200-013-1011	3504 LAKEVIEW DR 304 HAZEL CREST, IL 60429-2488	1.26515
3404	31-02-200-013-1012	3504 LAKEVIEW DR 404 HAZEL CREST, IL 60429-2700	1.27141
3105	31-02-200-013-1013	3504 LAKEVIEW DR 105 HAZEL CREST, IL 60429-2484	1.11484
3205	31-02-200-013-1014	3504 LAKEVIEW DR 205 HAZEL CREST, IL 60429-2486	1.12110
3305	31-02-200-013-1015	3504 LAKEVIEW DR 305 HAZEL CREST, IL 60429-2488	1.12736
3405	31-02-200-013-1016	3504 LAKEVIEW DR 405 HAZEL CREST, IL 60429-2700	1.13363
3106	31-02-200-013-1017	3504 LAKEVIEW DR 106 HAZEL CREST, IL 60429-2484	1.10231
3206	31-02-200-013-1018	3504 LAKEVIEW DR 206 HAZEL CREST, IL 60429-2486	1.10857
3306	31-02-200-013-1019	3504 LAKEVIEW DR 306 HAZEL CREST, IL 60429-2488	1.11484
3406	31-02-200-013-1020	3504 LAKEVIEW DR 406 HAZEL CREST, IL 60429-2700	1.12110
3107	31-02-200-013-1021	3504 LAKEVIEW DR 107 HAZEL CREST, IL 60429-2485	1.29020
3207	31-02-200-013-1022	3504 LAKEVIEW DR 207 HAZEL CREST, IL 60429-2487	1.29647
3307	31-02-200-013-1023	3504 LAKEVIEW DR 307 HAZEL CREST, IL 60429-2488	1.30273
3407	31-02-200-013-1024	3504 LAKEVIEW DR 407 HAZEL CREST, IL 60429-2700	1.30899
3108	31-02-200-013-1025	3504 LAKEVIEW DR 108 HAZEL CREST, IL 60429-2485	1.25263
3208	31-02-200-013-1026	3504 LAKEVIEW DR 208 HAZEL CREST, IL 60429-2487	1.25889
3308	31-02-200-013-1027	3504 LAKEVIEW DR 308 HAZEL CREST, IL 60429-2489	1.26515
3408	31-02-200-013-1028	3504 LAKEVIEW DR 408 HAZEL CREST, IL 60429-2700	1.27141
3109	31-02-200-013-1029	3504 LAKEVIEW DR 109 HAZEL CREST, IL 60429-2485	1.11484
3209	31-02-200-013-1030	3504 LAKEVIEW DR 209 HAZEL CREST, IL 60429-2487	1.12110

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Unit	Pin	Commonly known as (for informational purposes only)	% Interest
3309	31-02-200-013-1031	3504 LAKEVIEW DR 309 HAZEL CREST, IL 60429-2489	1.12736
3110	31-02-200-013-1032	3504 LAKEVIEW DR 110 HAZEL CREST, IL 60429-2485	1.11484
3210	31-02-200-013-1033	3504 LAKEVIEW DR 210 HAZEL CREST, IL 60429-2487	1.12110
3310	31-02-200-013-1034	3504 LAKEVIEW DR 310 HAZEL CREST, IL 60429-2489	1.12736
3111	31-02-200-013-1035	3504 LAKEVIEW DR 111 HAZEL CREST, IL 60429-2485	1.30273
3211	31-02-200-013-1036	3504 LAKEVIEW DR 211 HAZEL CREST, IL 60429-2487	1.30899
3311	31-02-200-013-1037	3504 LAKEVIEW DR 311 HAZEL CREST, IL 60429-2489	1.26515
3112	31-02-200-013-1038	3504 LAKEVIEW DR 112 HAZEL CREST, IL 60429-2485	1.29020
3212	31-02-200-013-1039	3504 LAKEVIEW DR 212 HAZEL CREST, IL 60429-2487	1.29647
3312	31-02-200-013-1040	3504 LAKEVIEW DR 312 HAZEL CREST, IL 60429-2489	1.30273
4101	31-02-200-013-1041	3505 LAKEVIEW DR 101 HAZEL CREST, IL 60429-2711	0.92444
4201	31-02-200-013-1042	3505 LAKEVIEW DR 201 HAZEL CREST, IL 60429-2712	0.93070
4301	31-02-200-013-1043	3505 LAKEVIEW DR 301 HAZEL CREST, IL 60429-2704	0.93696
4401	31-02-200-013-1044	3505 LAKEVIEW DR 401 HAZEL CREST, IL 60429-2706	0.94323
4102	31-02-200-013-1045	3505 LAKEVIEW DR 102 HAZEL CREST, IL 60429-2711	1.03968
4202	31-02-200-013-1046	3505 LAKEVIEW DR 202 HAZEL CREST, IL 60429-2712	1.04594
4302	31-02-200-013-1047	3505 LAKEVIEW DR 302 HAZEL CREST, IL 60429-2704	1.05220
4402	31-02-200-013-1048	3505 LAKEVIEW DR 402 HAZEL CREST, IL 60429-2706	1.05847
4103	31-02-200-013-1049	3505 LAKEVIEW DR 103 HAZEL CREST, IL 60429-2711	1.03968
4203	31-02-200-013-1050	3505 LAKEVIEW DR 203 HAZEL CREST, IL 60429-2712	1.04594
4303	31-02-200-013-1051	3505 LAKEVIEW DR 303 HAZEL CREST, IL 60429-2704	1.05220
4403	31-02-200-013-1052	3505 LAKEVIEW DR 403 HAZEL CREST, IL 60429-2706	1.05847
4104	31-02-200-013-1053	3505 LAKEVIEW DR 104 HAZEL CREST, IL 60429-2711	1.03968
4204	31-02-200-013-1054	3505 LAKEVIEW DR 204 HAZEL CREST, IL 60429-2712	1.04594
4304	31-02-200-013-1055	3505 LAKEVIEW DR 304 HAZEL CREST, IL 60429-2704	1.05220
4404	31-02-200-013-1056	3505 LAKEVIEW DR 404 HAZEL CREST, IL 60429-2706	1.05847
4105	31-02-200-013-1057	3505 LAKEVIEW DR 105 HAZEL CREST, IL 60429-2711	1.06473
4205	31-02-200-013-1058	3505 LAKEVIEW DR 205 HAZEL CREST, IL 60429-2712	1.07099
4305	31-02-200-013-1059	3505 LAKEVIEW DR 305 HAZEL CREST, IL 60429-2704	1.07726
4405	31-02-200-013-1060	3505 LAKEVIEW DR 405 HAZEL CREST, IL 60429-2706	1.08352
4106	31-02-200-013-1061	3505 LAKEVIEW DR 106 HAZEL CREST, IL 60429-2711	1.03968
4206	31-02-200-013-1062	3505 LAKEVIEW DR 206 HAZEL CREST, IL 60429-2712	1.04594
4306	31-02-200-013-1063	3505 LAKEVIEW DR 306 HAZEL CREST, IL 60429-2704	1.05220
4406	31-02-200-013-1064	3505 LAKEVIEW DR 406 HAZEL CREST, IL 60429-2706	1.05847
4107	31-02-200-013-1065	3505 LAKEVIEW DR 107 HAZEL CREST, IL 60429-2702	1.29020
4207	31-02-200-013-1066	3505 LAKEVIEW DR 207 HAZEL CREST, IL 60429-2712	1.29647
4307	31-02-200-013-1067	3505 LAKEVIEW DR 307 HAZEL CREST, IL 60429-2705	1.30273
4407	31-02-200-013-1068	3505 LAKEVIEW DR 407 HAZEL CREST, IL 60429-2706	1.30899
4108	31-02-200-013-1069	3505 LAKEVIEW DR 108 HAZEL CREST, IL 60429-2702	1.25263
4208	31-02-200-013-1070	3505 LAKEVIEW DR 208 HAZEL CREST, IL 60429-2712	1.25889
4308	31-02-200-013-1071	3505 LAKEVIEW DR 308 HAZEL CREST, IL 60429-2705	1.26515
4408	31-02-200-013-1072	3505 LAKEVIEW DR 408 HAZEL CREST, IL 60429-2706	1.27141
4109	31-02-200-013-1073	3505 LAKEVIEW DR 109 HAZEL CREST, IL 60429-2702	1.06473
4209	31-02-200-013-1074	3505 LAKEVIEW DR 209 HAZEL CREST, IL 60429-2703	1.07099
4309	31-02-200-013-1075	3505 LAKEVIEW DR 309 HAZEL CREST, IL 60429-2705	1.07726
4110	31-02-200-013-1076	3505 LAKEVIEW DR 110 HAZEL CREST, IL 60429-2702	1.06473
4210	31-02-200-013-1077	3505 LAKEVIEW DR 210 HAZEL CREST, IL 60429-2703	1.07099

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Unit	Pin	Commonly known as (for informational purposes only)	% Interest
4310	31-02-200-013-1078	3505 LAKEVIEW DR 310 HAZEL CREST, IL 60429-2705	1.07726
4111	31-02-200-013-1079	3505 LAKEVIEW DR 111 HAZEL CREST, IL 60429-2702	1.29020
4211	31-02-200-013-1080	3505 LAKEVIEW DR 211 HAZEL CREST, IL 60429-2703	1.29647
4311	31-02-200-013-1081	3505 LAKEVIEW DR 311 HAZEL CREST, IL 60429-2705	1.30273
4112	31-02-200-013-1082	3505 LAKEVIEW DR 112 HAZEL CREST, IL 60429-2702	1.29020
4212	31-02-200-013-1083	3505 LAKEVIEW DR 212 HAZEL CREST, IL 60429-2703	1.29647
4312	31-02-200-013-1084	3505 LAKEVIEW DR 312 HAZEL CREST, IL 60429-2705	1.30273

Property of Cook County Clerk's Office