

UNOFFICIAL COPY



THIS DOCUMENT HAS
BEEN PREPARED BY, AND
AFTER RECORDATION
SHOULD BE RETURNED TO:

Kovitz Shifrin Nesbit
175 North Archer Avenue
Mundelein, Illinois 60060
Attn: David M. Bendoff, Esq.

Doc# 2003545105 Fee \$157.00

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

EDWARD H. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/04/2020 03:51 PM PG: 1 OF 5

**FIRST
CONSOLIDATED, AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS AND BY-LAWS
FOR
1040 ERIE CONDOMINIUM**

WHEREAS, the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and By-Laws (hereafter the "Declaration") for 1040 Erie Condominium, incorporated as 1040 Erie Condominium Association (hereafter the "Association") was recorded on December 22, 1977 as Document No. 24258311 in the Office of the Recorder of Deeds of Cook County, Illinois against the Property legally described in Exhibit "1" attached hereto, and the Property has been submitted to the provisions of the Illinois Condominium Property Act ("Act"); and

WHEREAS, the Declaration has been amended from time to time by the following documents (hereinafter referred to as the "Amendments") recorded with the Recorder of Deeds of Cook County, Illinois:

<u>Document No.</u>	<u>Recording Date</u>
26247938	June 2, 1982; and
0510448203	April 14, 2005.

WHEREAS, Section 27(b)(1) of the Illinois Condominium Property Act (the "Act"), 765 ILCS 605/27, provides a procedure for amending the Declaration if there is an omission, error, or inconsistency in a condominium instrument, such that a provision of a condominium instrument does not conform to the Act. This section of the Act provides that the Association may correct the error or omission or inconsistency by an amendment in order to conform the instrument with the provisions of the Act. The Section 27(b) of the Act amendments may be adopted by a vote of two-thirds (2/3) of the members of the Board of Directors unless the Board of Directors' action is rejected by a majority of the votes of the Unit Owners at a meeting of the Unit Owners duly called for that purpose pursuant to a written petition of the Unit Owners having twenty percent of

CTEN009\80100\3711233.v1
RECORDING FEE 157
DATE 2/4/2020 COPIES 4X
OK BY SB

UNOFFICIAL COPY

the votes of the Association filed within thirty (30) days after the action of the Board of Directors to approve such amendment; and

WHEREAS, provisions of the Act establish certain requirements which the Association is required by law to follow, and with which the present Declaration is in conflict or does not include; and

WHEREAS, the requisite number of unit owners failed to submit a written petition to the Board of Directors within thirty (30) days of the Board of Directors' action, as provided by Section 27(b)(3) of the Act;

WHEREAS, the Section 27(b) of the Act amendments to the Declaration were approved by at least two thirds (2/3) of the members of the Board of Directors of the Association at a duly called meeting held November 19, 2019; and

WHEREAS, the Board desires to prepare, and has caused to be prepared, a single document consolidating the Declaration, the Amendments, and the Section 27(b) of the Act amendments into one document (hereafter referred to as the "First Consolidated, Amended And Restated Declaration"), to provide the Board, Owners and others with a convenient document that restates the substantive provisions of the Declaration and reflects the accumulated Amendments for ease of reference; and

WHEREAS, the First Consolidated, Amended And Restated Declaration truly and accurately reflects the Declaration as amended from time to time, and the Board desires to record the First Consolidated, Amended And Restated Declaration in order to memorialize all of the foregoing action.

NOW THEREFORE, in furtherance of the foregoing recitals, the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and By-Laws for 1040 Erie Condominium is hereby amended and restated in accordance with the following.

UNOFFICIAL COPY

CONSOLIDATED, AMENDED, AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
1040 ERIE CONDOMINIUM

1040 Erie, Oak Park, Illinois

THIS IS AN AMENDMENT TO, AND RESTATEMENT OF, THE DECLARATION, made and entered into by CENTRAL NATIONAL BANK in CHICAGO, as Trustee under Trust Agreement dated December 2, 1977 and known as Trust No. 22872 hereinafter referred to as "Trustee".

WITNESSETH THAT

WHEREAS, the Trustee is the owner of the following described real estate located in the County of Cook, and State of Illinois and described as:

LOTS 20, 21, 22 AND 23 IN CATHERINE GAUGLER'S RESUBDIVISION OF BLOCK 3 OF TIMME'S SUBDIVISION OF BLOCKS 3, 4 AND 5 AND PART OF BLOCK 6 OF KETTLESTRING'S ADDITION TO HARLEM, BEING A SUBDIVISION OF THE NORTHERN PART OF THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

WHEREAS, the Trustee intends to and does hereby submit the above-described real estate together with all buildings, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any wise pertaining thereto (hereinafter called the "Property") to the provisions of the Condominium Property Act of the State of Illinois; and,

WHEREAS, the Trustee is further desirous of establishing for its own benefit and for the mutual benefit of all future owner or occupants of the Property or any part thereof, certain easements and rights in, over and upon said premises and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and,

WHEREAS, the Trustee desires and intends that the Unit Owners, mortgagees, occupants, and all other persons thereafter acquiring an interest in said development shall at all times enjoy the benefits of, and shall hold their interests subject to, the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to

UNOFFICIAL COPY

be in furtherance of a plan to promote and protect the cooperative aspect of such development and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

NOW, THEREFORE, CENTRAL NATION BANK in CHICAGO, as Trustee as aforesaid, as the legal title holder of the real estate hereinbefore described, and for the purposes above set forth, DECLARES AS FOLLOWS:

I. DEFINITIONS, as used herein, unless the context otherwise requires:

- (a) "Acceptable technological means" includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the association, is deemed to provide reasonable security, reliability, identification, and verifiability.
- (b) "Act" means the "Condominium Property Act of the State of Illinois".
- (c) "Association" means 1040 Erie Condominium Association, an Illinois not-for-profit corporation.
- (d) "Board" or "Board of Managers" means that Association acting through its Board of Directors.
- (e) "Building" means the building located on the Parcel and forming part of the Property and containing the Units, as shown by the surveys of the respective floors.
- (f) "Common Elements". The Common Elements shall consist of all of the Property, except the individual Units, and shall include, but shall not be limited to, the land, foundations, walls, hallways, stairways, entrances, and exits, storage areas, basements, boilers, roof, master television antenna system (whether leased or owned), incinerator, pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only said Unit), central heating systems, public utility lines, structural parts of the Building, outside walks and driveways, landscaping, and all other portions of the Property except the individual Units. Structural columns located within the boundaries of a Unit shall be part of the Common Elements.

UNOFFICIAL COPY

- (g) "Declaration" means this instrument, by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as from time to time amended.
- (h) "Electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.
- (i) "Limited Common Elements" means a portion of the Common Elements serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, including specifically, but not by way of limitation, the adjoining Balconies, Patios and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows, and entryways and all associated fixtures and structures therein as lie outside the unit boundaries.
- (j) "Majority" or "Majority of the Owners" means those Owners without regard to their number who own more than fifty per cent (50%) in the aggregate of the undivided ownership interest in the Common Elements. Any specific percentage of the Owners means that percentage of undivided ownership of the Common Elements.
- (k) "Occupant" means a person or persons, other than a Unit Owner, in possession of a Unit.
- (l) "Owner" or "Unit Owner" means the person or persons whose estates or interests individually or collectively, aggregate fee simple absolute ownership of a Unit Ownership, including any beneficiary of a trust, shareholder of a corporation or a partner of a partnership, which holds legal title to a Unit ownership.
- (m) "Parcel" means the parcel or tract of real estate, described above in this Declaration, submitted to the provision of the Act.
- (n) "Parking Area". The part of the Common Elements provided for parking automobiles.
- (o) "Parking Space". A part of the Parking Area intended for the parking of a single automobile.

UNOFFICIAL COPY

- (p) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (q) "Plat of Survey" means the plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, said Plat being attached hereto as Exhibit A and by this reference made a part hereof and recorded simultaneously with the recording of this Declaration.
- (r) "Property" means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including the Building and all easements, rights, and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.
- (s) "Record" or "Recording" refers to record or recording in the office of the Registrar of Titles and Recorder of Deeds in Cook County, Illinois.
- (t) "Trustee" means Central National Bank in Chicago, as Trustee under Trust Agreement dated December 2, 1977, and known as Trust No. 22872.
- (u) "Unit" means a part of the Property, including one or more rooms and situated on one or more floors or a part or parts thereof, designated or intended for independent use as a dwelling, so specified as a unit and listed on Exhibit B attached hereto, as set forth on the plat of survey attached hereto as Exhibit A. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes as shown on the plat provided, however, that no structural components of the building in which such Unit is located, and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within such Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed to be part of said Unit.
- (v) "Unit Ownership" means a part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.
- (w) "Voting Member". The one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of Owners.

UNOFFICIAL COPY

II. SUBMISSION OF PROPERTY TO THE ACT.

The Trustee as the owner in fee simple of the Parcel, expressly intends to and by recording this Declaration does hereby submit the Parcel and the Property to the provisions of the Condominium Property Act of the State of Illinois.

III. OWNERSHIP OF UNITS AND COMMON ELEMENTS.

A. Plat Delineation. All Units in the Building located on the Parcel are delineated on the surveys attached hereto as Exhibit A and made a part of this Declaration and are legally described on Exhibit B attached hereto. Each Unit consists of the space between the horizontal and vertical planes set forth in the delineation thereof in Exhibit A, which is sometimes in this Declaration referred to as Unit Boundaries.

B. Legal Description. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown in Exhibits A and B. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibits A and B, and every such description shall be deemed good and sufficient for all purposes.

C. Structures Not Constituting Part of Unit. Except as a tenant in common with all other Owners, no Owner shall own any pipes, wires, conduits, public utility lines or structural components running through his Unit and serving more than his Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

D. Subdivision and Combination of Units. Except as provided by the Act, no Owner shall by deed, plat, court decree 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 Exhibits A and B. Units may be combined only in the manner provided by the Act.

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

UNOFFICIAL COPY

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

G. Ownership of the Common Elements. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in the schedule attached hereto as Exhibit C and by this reference made a part hereof as though fully set forth herein. The aforesaid percentages of ownership interest have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by recorded Amendment to this Declaration consented to in writing by all Unit Owners. Said ownership interest in the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership as set forth in Exhibit C. The ownership of each Unit and of the Unit Owner's corresponding percentage of ownership in the Common Elements shall not be separated without unanimous approval of all Owners, provided, however, that the Trustee at any time may adjust or change the percentage of ownership of Common Elements allocable to Units then owned by the Trustee so long as such adjustment or change does not increase or decrease the total percentage of ownership of Common Elements allocable to all Units then owned by the Trustee. The Trustee has so determined each Unit's corresponding percentage of ownership in the Common Elements as set forth in Exhibit C attached hereto.

H. Use of the Common Elements. Subject to the provisions of this Declaration, each Unit Owner shall have the nonexclusive right to use the Common Elements (except the Limited Common Elements), in common with all other Unit Owners, as may be required for the purpose of access and ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner, and the agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving such Unit alone or with adjoining Units. Such rights to use and possess the Common Elements, including the Limited Common Elements shall be subject to and governed by the provisions of the Act and of this Declaration and the By-Laws herein and the rules and regulations of the Association.

I. Balconies and Patios. Balconies or Patios adjoin each of the Units as shown on the Plat, and are expressly declared Limited Common Elements serving said

UNOFFICIAL COPY

respective Units. A valid, exclusive easement is hereby declared and established for the benefit of each such Unit and its Owner, consisting of the right to use and occupy the balcony and/or patio, adjoining the Unit; provided, however, no Owner shall paint, decorate, fence, furnish, enclose, landscape, adorn, or alter such balcony or patio, in any manner contrary to such rules and regulations as may be established by the Board, or unless he shall first obtain the written consent of the Board. No barbecue equipment shall be used on a balcony or on any common element.

J. Parking Area. The Parking Area in the Building shall be part of the Common Elements and includes the driveways, all of the Parking Spaces, and associated facilities. The Parking Area shall be used and operated in such manner and subject to such rules and regulations as the Board may prescribe from time to time. The Board shall from time to time assign specific Parking Spaces, one to each Owner. Assignments of specific Parking Spaces shall be subject to (i) revocation by the Board in the event of violation of the Board's rules and regulations governing the Parking Area and (ii) periodic and special reassignments by the Board of specific Parking Spaces. The Parking Space assigned to any Owner, and not utilized by such Owner, may be used by such Owner's guest, licensees, or assignees, provided any such use is at all times in accordance with the rules and regulations of the Board. If extra Parking Spaces remain after each Unit Owner has been assigned a space, said space (s) shall be utilized for guest parking subject to rules and regulations as may be established by the Board. Assignment of Parking Spaces shall be under the exclusive jurisdiction of the Board and not subject to any right of Unit Owners to sell or transfer Limited Common Elements.

K. Storage, Hospitality Room, and Laundry Areas. The storage area for the Owner's personal property in the Building outside of the respective Units shall be part of the Common Elements, and the Board may grant revocable licenses to specific storage lockers for such purpose, under which the licensee shall have exclusive possession of the area within his assigned locker during the term of such license, and the exclusive use and possession of such area 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 Hospitality Room and the laundry room areas shall also be part of the Common Elements and their use controlled and subject to rules and regulations as may be established by the Board. Assignment of Storage Lockers shall be under the exclusive jurisdiction of the Board and not subject to any right of Unit Owners to sell or transfer Limited Common Elements.

UNOFFICIAL COPY

L. Easements Due to Encroachments. In the event that:

- (i) by reason of the construction, settlement or shifting of the Building, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or
- (ii) 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 Owners, or,
- (iii) 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,

then valid easements for the maintenance of such encroachment and for 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 Building 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.

M. 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, repair, replace and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Elements for the purpose of providing utility services to the Property, together with the reasonable right of ingress to and egress from the Property for said purpose. The Board may hereafter grant other or additional easements, for utility purposes for the benefit of the Property over, under, along and on any portion of the Common Elements, and each Owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge and record or register, for and in the name of such Owner, such instruments as may be necessary to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or components of the building electronic system or structural components, which may run through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries.

UNOFFICIAL COPY

N. Easements Run With Land. All easements and rights described herein are easements appurtenant, running with the land, and, so long as the Property is subject to the provisions of this Declaration, shall remain in full force and effect and inure to the benefit of and be binding on the Trustee, its successors and assigns, and any Owner, purchasers, mortgagee and other person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in any part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

IV. MAINTENANCE, REPAIRS AND REPLACEMENTS OF UNITS.

A. By the Board. The Board, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, if any, of each Unit which contribute to the support of the Building, excluding, however, interior wall, ceiling and floor surfaces. In addition, the Board shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility service which may be located within the Unit boundaries, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Owner under any applicable provisions of this Declaration. The Board shall not be responsible for maintaining the air conditioning equipment in Units, which equipment is not part of the Common Elements, and shall be maintained by the respective Unit Owners. The Board shall maintain the central heating system, which is part of the Common Elements, and the cost of gas in connection therewith is a Common Expense.

B. By the Owner. Except as otherwise provided in this Declaration, each Owner shall furnish and be responsible for, at his own expense:

- (i) All of the maintenance, repairs and replacements within his own Unit and of the doors appurtenant thereto, and all interior installations of such Unit such as refrigerators, ranges, and other kitchen appliances, laundry appliances, lighting fixtures and other electrical fixtures, and plumbing and through the wall cooling, ventilating and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, gas and electricity to the Unit, shall be furnished by the Board as part of the Common Expenses, and provided further that the Board may provide, by its rules and regulations, for ordinary maintenance and minor

UNOFFICIAL COPY

repairs and replacements to be furnished to Units and appliances thereby by Building personnel as a Common Expense or as a User Charge.

(ii) All of the decorating within his own Unit (initially and thereafter from time to time), including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating.

Each Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceilings as lie within his Unit Boundaries, and such Owner shall maintain such portions in good condition at his sole expense as may be required from time to time. Said maintenance and use shall be subject to the rules and regulations of the Board. Each Owner who shall elect to install in any portion of his Unit (other than in bath and powder rooms) hard surface floor covering (e.g., tile, slate, or ceramic) shall be first required to install a sound-absorbent undercushion of such kind and quality as to prevent the transmission of noise to the Unit below, and shall obtain approval of the Board prior to making such installation. If such prior approval is not so obtained, the Board may, in addition to exercising all of the other remedies provided for in this Declaration for breach or any of the provisions hereof, require such Owner to cover all non-conforming work with carpeting, or may require removal of such non-conforming work, at the expense of the offending Owner. The interior and exterior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Owner. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board.

C. Joint Facilities. To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Owners shall be subject to the rules and regulations of the Board. The authorized representatives of the Board, or of the Manager, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements or any equipment facilities or fixtures affecting or serving other Units or the Common Elements.

V. ADMINISTRATION AND OPERATION OF THE PROPERTY.

A. Governing Body. The governing body for all of the Units Owners for the administration and operation of the Property, as provided in the Act and in this Declaration and in the By-Laws, shall be the Board of Managers who shall be elected in the manner provided in the By-Laws. The Board of Managers, when authorized by a

UNOFFICIAL COPY

majority of the Unit Owners, shall cause to be incorporated a not-for-profit corporation as provided by the Act, and in such event, or in the event Trustee, or the beneficiaries thereunder, has heretofore causes such corporation to be organized, then such corporation (hereinafter referred to as "1040 Erie Condominium Association") shall be the governing body for all of the Unit Owners for the administration and operation of the Property as provided in the Act and in this Declaration and in the By-Laws. The Board of Directors of such Association shall constitute the Board of Managers provided for in the Act, and all rights, titles, powers, privileges and obligations vested in or imposed upon the Board of Managers in the Act and in this Declaration and in the By-Laws shall be held or performed by the Association or by the duly elected members of the Board of Directors thereof and their successors in office. The By-Laws for the governing body shall be the By-Laws appended hereto as Exhibit D and made a part hereof.

Whenever the word "Board" is used in this Declaration or in the By-Laws, it shall mean and refer to the Board of Managers if there is no Association, or if there is an Association, it shall mean and refer to said Association acting through its Board of Directors. The Board shall be elected by the Unit Owners in accordance with the By-Laws. Neither the Board, the Association nor the Unit Owners shall be deemed to be conducting a business of any kind. All funds collected by the Board shall be held and expended for the purposes designated in the Declaration and By-Laws and (except for such adjustments as the Board may require to reflect delinquent, prepaid and special assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit C, and shall be administered in accordance with the provisions of the Declaration and By-Laws. Each Unit Owner shall be a member of the Association as long as he shall be a Unit Owner, and such membership shall automatically terminate when he ceases to be a Unit Owner, and upon transfer of his ownership interest, the new Unit Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association.

B. Powers of the Board. See By-Laws attached as Exhibit D and made a part hereof.

C. Common Expenses. Each Unit Owner shall pay his proportionate share of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in conformance with the Declaration and By-Laws (which expenses are herein sometimes referred to as "Common Expenses"), including specifically, but not by way of limitation, the maintenance and repair thereof and any and all replacements and additions thereto. Such proportionate share of the Common Expenses for each Unit Owner shall be in the same ratio as his percentage of ownership in the Common Elements. Payment of Common Expenses including any prepayment thereof required by contract of sale of a Unit shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner

UNOFFICIAL COPY

shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act, provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage or trust deed on the interest of such Unit Owner, owned or held by a bank, insurance company or savings and loan association, except for the amount of the proportionate share of Common Expenses which become due and payable from and after the date on which the said mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security) or files suit to foreclose its mortgage or trust deed and cause a receiver to be appointed.

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

VI. LIABILITY OF BOARD AND OWNERS.

A. Mistakes or Acts in Good Faith. The members of the Board and the officers thereof or of the Association shall be not liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers on behalf of the Unit Owners or the Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration.

B. Contracts. The liability, if any, of any Unit Owner arising out of any contract shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers of the managing agent, as the case may be, as agents for the Unit Owners or for the Association.

C. Disclaimer of Bailee Liability. Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, any Owner, the Trustee, nor the beneficiary of Trustee shall be considered a bailee of any personal property stored in the Common Elements (including property located in storage lockers and vehicles parked in the Parking Area), whether or not exclusive possession of any

UNOFFICIAL COPY

particular areas shall be given to any Owner for storage purposes, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

D. Nature of Obligations. Nothing herein contained shall be construed to impose a contractual liability upon the Association for maintenance, repair and replacement, but the Association's liability shall be limited to damages resulting from negligence. The respective obligations of the Association and Owners set forth in this Declaration shall not be limited, discharged or postponed because any such maintenance, repair, or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the Building, nor because of the benefit of any construction warranty or proceeds under policies of insurance. In addition, and notwithstanding anything herein to the contrary, no Owner shall have a claim against the Board or Association for any work (such as exterior window cleaning, or repair of the Common Elements), which may have been assumed by or which is ordinarily the responsibility of the Board or Association, but which the Owner himself has performed or paid for, unless the same shall have been agreed to in advance by the Board.

E. Negligence of Owner. If, due to the negligent act or omission of an Occupant or Owner (or of a member of the family or household pet of, or a guest or visitor of such Occupant or Owner), damage shall be caused to the Common Elements or to a Unit or Units owned by others, or for maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board to the extent not covered by the Association's insurance.

VII. INSURANCE.

A. Property Insurance. No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes property insurance (i) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise determined by the Board, the bare walls, floors, and ceilings of the Unit, (ii) providing coverage for special form causes of loss, and (iii) providing coverage, at the time the insurance is purchased and at each renewal date, in a total amount of not less than the full insurable replacement cost of the insured property, less deductible, but including coverage sufficient to rebuild the insured property in compliance with building code requirements subsequent to an insured loss, including: the Coverage B, demolition costs; and Coverage C, increased cost of construction coverage. The combined total of

UNOFFICIAL COPY

Coverage B and Coverage C shall be no less than ten percent (10%) of each insured building value or \$500,000 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 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, built-in cabinets installed by Unit Owners, or any other additions, alterations, or upgrades installed or purchased by any Unit Owner.

B. 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.

C. Workman's Compensation. If required to comply with applicable laws, the Board shall also so acquire workman's compensation insurance and such other forms of insurance as the Board shall elect to effect.

D. Policy Provisions.

- (i) The Board may (but shall not be required to), in its sole discretion, secure insurance policies that will provide for one or more of the following:
- (ii) with respect to the insurance provided for in Section VII. A. that the policy cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Owners;

UNOFFICIAL COPY

(iii) with respect to the insurance provided for in Section VII. A., that the insurer shall not have the option to restore the premises, if the Property is sold or removed from the provisions of the Act;

(iv) with respect to the insurance provided for in Section VII. B. for coverage of cross liability claims of one insured against another.

E. Proceeds. The Board may engage the services of any bank or trust company authorized to do business in Illinois to act as trustee or agent on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of this Declaration. In the event of any loss occurring after the first annual meeting of the Owners is held results in the destruction of the major portion of one or more units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Unit so destroyed. The fees of such corporate trustee shall be Common Expenses. Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of release from the Board of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

F. Insurance by Owners. Insurance coverage on the furnishings and other items of personal property belonging to an Owner and insurance on his personal liability to the extent not covered by insurance maintained by the Board, shall be the responsibility of each such Owner.

G. Waiver. Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Association, its officers, members of the Board, the Trustee (individually and as Trustee), the beneficiary of the Trustee, any managing agent of the Board, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent of insurance proceeds.

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

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

UNOFFICIAL COPY

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

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

I. 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 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.

J. 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.

K. 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.

L. 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 by this subsection 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. The coverage required by this subsection shall include as an insured: past, present, and future Board members while acting in their

UNOFFICIAL COPY

capacity as members of the Board of Directors; the managing agent; and employees of the Board of Directors and the managing agent.

M. 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 M, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

VIII. USE AND OCCUPANCY RESTRICTIONS.

A. Residential. No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit shall be used as a residence or such other uses permitted by this Declaration and for no other purpose; except that psychiatrists, psychoanalysts, physicians, attorneys, teachers, certified public accountants or interior decorators, may use their residence as an ancillary or secondary facility to an office established elsewhere. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units, provided all expense of making such alterations are paid in full by the Unit Owner.

The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from (a) maintaining his personal professional library therein; (b) keeping his personal business or professional records or accounts therein; or (c) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customary incident to the principal residential use and not in violation of said restrictions.

B. Access Through Common Elements. The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the Unit Owners residing therein and their guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the Units. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner.

C. Other. See Article V. of the By-Laws (Exhibit D to the Declaration).

UNOFFICIAL COPY

IX. SALE OR LEASE OF UNITS.

If any Unit Owner shall desire at any time to sell their Unit, they shall first give the Association at least thirty (30) days prior written notice of the proposed sale which notice shall state the name and address of the proposed purchaser.

Units may only be leased with the permission of the Board, which shall be granted only in cases of hardship. Any lease may be only for a term of no less than nor more than one (1) year and shall contain a sixty (60) day cancellation provision in favor of the Association. If a Unit Owner proposes to lease their Unit, they shall first give the Association at least thirty (30) days prior written notice of the proposed lease which notice shall state the name and address of the proposed lessee and the basis upon which a hardship is claimed. Hardship Exemptions shall include but not be limited to a Unit Owner being required to work temporarily in another city or state. The Association shall give the Unit Owner notice within the thirty (30) day time period if a hardship exemption has been granted and whether the Unit Owner may lease their Unit.

If a proposed lease of any Unit Ownership is made by any Unit Owner, after compliance with the foregoing provision, a copy of the lease as and when executed shall be furnished by the Unit Owner to the Board and the lessee thereunder shall be bound by and be subject to all of the obligations of the Unit Owner with respect to such Unit Ownership as provided in this Declaration and By-Laws, and the lease shall expressly so provide. The Unit Owner making a lease shall not be relieved thereby from any of their obligations. Upon the expiration or termination of the Lease, or attempted sublease of the Unit, the provisions hereof shall again apply to such Unit Ownership.

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

The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and enforcing the foregoing provisions. 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

UNOFFICIAL COPY

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.

X. SALE OF THE PROPERTY.

The Owners by affirmative vote of at least eighty per cent (80%) of the total vote, at a meeting duly called for such purpose, may elect to sell the Property as a whole. Within ten 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 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 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 his 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 select an appraiser, and the two so elected 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.

XI. DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING.

A. 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 any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment thereof; provided, however, that in the event within thirty 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

UNOFFICIAL COPY

provisions of this Declaration, and from the provisions of the Act as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event 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 (including Insurance Trustee) among all Owners according to each Owner's percentage of ownership in the Common Elements, 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.

B. 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 eighty (180) days after said damage or destruction, then the provisions of the Act shall apply.

C. Condemnation. In the event of a taking in condemnation or by eminent domain of a part of the Common Elements, the award made for such taking shall be payable to the Board if such award amounts to \$50,000.00 or less, and to an Insurance Trustee if such award amounts to more than \$50,000.00. The Board shall arrange for the repair and restoration of such Common Elements, and the Board or the Insurance Trustee, as the case may be, shall disburse the net proceeds of such award (after payment of the actual costs, fees and expenses, if any, incurred in connection with the recovery of such award) to the contractors engaged in such repair and restoration in appropriate progress payments. In the event any portion of the net proceeds of such award shall remain after completing the repair and restoration of such Common Elements, the Board or the Insurance Trustee, as the case may be, shall pay to each Owner and the holder of the mortgage of his Unit, as their respective interests may appear, such Owner's proportionate share of said balance or net proceeds, as the case may be, determined in accordance with such Owner's ownership interest in the Common Elements.

D. Definitions. Repair, restoration or reconstruction of the improvements, as used herein 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.

UNOFFICIAL COPY

XII. REMEDIES.

In the event of any default by any Unit Owner under the provisions of the Act, Declaration, By-Laws or rules and regulations of the Association, the Association or its successors or assigns, or the Board, or its agents, shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-Laws or said rules and regulations or which may be available by law, and may prosecute any action or other proceedings against such defaulting Unit Owner and others for enforcement or foreclosure of its lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, without notice and without regard to the value of such Unit or ownership interest or the solvency of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to rent the Unit and apply the rents received to payment of unpaid assessments and interest accrued thereon, and to sell the same as hereinafter in this paragraph provided, or for any combination of remedies, or for any other relief. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceedings and sale, and all such items shall be taxed against the defaulting Unit Owner in a final judgment. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments due the Association hereunder shall be paid to the defaulting Unit Owner, and the Purchaser shall thereupon be entitled to a deed to the Unit and to the related ownership interest in the Common Elements and to immediate possession of the Unit sold, and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the judgment shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of 8% per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Association shall have a lien for all of the same, as well as for nonpayment of his respective share of the Common Expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto. In the event of any such default by any Unit Owner, the Association and the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner, and such assessment shall constitute a lien against the defaulting Unit Owner's Unit and his ownership interest in the Common Elements. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board.

UNOFFICIAL COPY

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

XIII. GENERAL PROVISIONS.

A. Amendment. Article III, Section G and this Article XIII, Section A 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, all of the Owners and all mortgagees having bona fide liens of record against any Unit Ownerships. Other 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 seventy-five per cent (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 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 Recorder of Deeds 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 Act. No change, modification, or amendment which affects the rights, privileges or obligations of the Trustee or Developer shall be effective without the prior written consent of the Trustee or Developer.

B. Notices. Notices provided for in the Act, Declaration or By-Laws shall be in writing, and shall be addressed to the Association or Board, or any Unit Owner, as the case may be, at 1040 Erie, Oak Park, Illinois or at such other address as hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgment of the receipt thereof.

UNOFFICIAL COPY

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

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

D. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivors of the now living descendants of President of the United States, Jimmy Carter, and Governor of Illinois, James Thompson.

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

F. Land Trustee as Unit Owner. In the event title to any Unit Ownership is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder shall be considered Unit Owners for all purposes and they shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership.

G. No Waivers. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or

UNOFFICIAL COPY

waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

H. Partial Invalidity. 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.

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

J. Intentionally Left Blank

K. Trustee Exculpation. This Declaration is executed by Central National Bank, as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Central National Bank, hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Declaration that Central National Bank, as Trustee as aforesaid, and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the title holding interest and that trust estate under said Trust No. 22872 to the terms of this Declaration, that any and all obligations, duties, covenants, and agreements, of every nature herein set forth by Central National Bank, as Trustee as aforesaid, to be kept or performed, or intended to be kept, performed and discharged by the beneficiaries under said Trust No. 22872 or their successors and not by Central National Bank, personally; and further that no duty shall rest upon Central National Bank, either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation express or implied, arising under the terms of this Declaration, except where said Trustee is acting pursuant to direction as provided by the terms of said Trust No. 22872 and after the Trustee has first been supplied with funds required for the purpose. In the event of conflict between the terms of this paragraph and of the remainder of the Declaration on any questions of apparent liability or obligation resting upon said Trustee, the exculpatory provision hereof shall be controlling.

L. Use of Technology. (i) 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 Act may be accomplished using acceptable technological means.

UNOFFICIAL COPY

(ii) 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 the Act by use of acceptable technological means.

(iii) A signature transmitted by acceptable technological means satisfies any requirement for a signature under any condominium instrument or any provision of the Act.

(iv) Voting on, consent to, and approval of any matter under any condominium instrument or any provision of the 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.

(v) Subject to other provisions of law, no action required or permitted by any condominium instrument or any provision of the 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.

(vi) 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.

1040 ERIE CONDOMINIUM ASSOCIATION

UNOFFICIAL COPY

EXHIBIT A

PLAT

Exhibit "A" is the Plat of Survey of the Parcel and of all Units in the Property submitted to the provisions of the Illinois Condominium Property Act, and is attached only to the original Declaration recorded with the Recorder of Deeds of Cook County, Illinois.

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

UNOFFICIAL COPY

EXHIBIT B

LEGAL DESCRIPTION OF UNITS

Units 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 501, 502, 503, 504, 505, 506, 507, 508, 509 and 510 as delineated on a Plat of Survey of the following described parcel of Land.

LOTS 20, 21, 22 AND 23 IN CATHERINE GAUGLER'S RESUBDIVISION OF BLOCK 3 OF TIMME'S SUBDIVISION OF BLOCKS 3, 4 AND 5 AND PART OF BLOCK 6 OF KETTLESTRING'S ADDITION TO HARLEM, BEING A SUBDIVISION OF THE NORTHERN PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Which Plat of Survey is attached as Exhibit A to Declaration of Condominium made by Central National Bank in Chicago, as Trustee under Trust Agreement dated December 2, 1977 and known as Trust No. 22872, filed in the office of Registrar of Titles of Cook County, Illinois as Document Number 2959710 and recorded as Document Number 24258311, together with its undivided percentage interest in the common elements as set forth in said Declaration.

UNOFFICIAL COPY

EXHIBIT C

SCHEDULE OF PERCENTAGE INTERESTS IN COMMON ELEMENTS FOR EACH UNIT AT 1040 ERIE

<u>Unit</u>	<u>Percentage Interest</u>
201	2.834
202	2.285
203	2.697
204	2.194
205	2.148
206	2.148
207	2.285
208	2.834
209	2.194
210	2.697
301	2.879
302	2.331
303	2.742
304	2.239
305	2.194
306	2.194
307	2.331
308	2.879
309	2.239
310	2.742
401	2.925
402	2.377
403	2.788
404	2.285
405	2.239
406	2.239
407	2.377
408	2.925
409	2.285
410	2.788
501	2.971
502	2.422
503	2.834

UNOFFICIAL COPY

504	2.331
505	2.285
506	2.285
507	2.422
508	2.971
509	2.331
510	<u>2.834</u>
Total	100.00%

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT D

CONSOLIDATED, AMENDED, AND RESTATED BY-LAWS OF 1040 ERIE CONDOMINIUM

ARTICLE I MEMBERS

Section 1. The Members of 1040 Erie Condominium Association shall consist of the respective Unit Owners of the Property known as and located at 1040 Erie, Oak Park, Illinois (called "Property"), in accordance with the respective percentages of ownership interest in the Common Elements of the Property owned by the respective Unit Owners (these and other terms are used in these By-Laws as they are defined in the Declaration of Condominium for 1040 Erie Condominium, which Declaration is recorded in the office of the Recorder of Deeds of Cook County, Illinois. The words "member" or "members" as used in these By-Laws mean and shall refer to "Unit Owner" or "Unit Owners", as the case may be, as defined in the Declaration. The Association shall have one class of membership.

Section 2. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

Section 3. The Unit Owners shall hold an annual meeting, one of the purposes of which shall be to elect members of the Board. Meetings of Unit Owners shall be held at such place in Cook County, Illinois, as may be specified in the notice of the meeting. An Initial Meeting may be called by the Trustee on not less than ten days written notice and must be called not later than twelve months from the date of recording the Declaration or upon vote of a Majority of Unit Owners, whichever occurs first. An annual meeting of the Unit Owners shall be held on the first Tuesday in October, in each year, commencing with October 3, 1978 at 7:30 p.m., Chicago time, or at such other hour specified in the written notice of such meeting. Special meetings of the Unit Owners can be called by the President, Board, or by twenty percent (20%) of Unit Owners. 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, 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 whom the notice is given,

UNOFFICIAL COPY

provided that a Board member or Officer or his agent certifies in writing to the delivery by electronic means. The notice shall specify the date, time, and place of the meeting and the matters to be considered.

Section 4. The aggregate number of votes for all Unit Owners shall be one hundred (100), which shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements. If any Unit Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons consisting such Unit Owner. Where there is more than one Unit Owner of a Unit, if only one of the multiple owners is present at a meeting of the Association, he or she shall be entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There is majority agreement when any one of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit. The Trustee may exercise the voting rights with respect to Units while owned by it.

Section 5. The presence, in person or by proxy, of twenty percent (20%) of the Unit Owners at any meeting of the Association shall constitute a quorum unless the Unit Owners holding a majority of the percentage interest in the Association provide for a higher percentage, provided that in voting on amendments to the Association's By-Laws, a Unit Owner who is in arrears on the Unit Owner's regular or separate assessments for sixty (60) days or more, shall not be counted for purposes of determining if a quorum is present, but that Unit Owner retains the right to vote on amendments to the Association's By-Laws.

Section 6. In all elections for members of the Board, each 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.

Section 7. (a) Except as provided in subsection (b) in connection with Board elections, a Unit Owner may vote by proxy executed in writing by the Unit Owner or by his duly authorized attorney in fact. The proxy must bear the date of execution and, unless the condominium instruments or the written proxy itself provide otherwise, the proxy is invalid after 11 months from the date of its execution; to the extent the condominium instruments or rules adopted thereunder expressly so provide, a vote or proxy may be submitted by electronic transmission, provided that any such electronic

UNOFFICIAL COPY

transmission shall either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the Unit Owner or the Unit Owner's proxy;

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

(c) If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting as set forth in this 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 any acceptable technological means; 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;

UNOFFICIAL COPY

(d) If a written petition by Unit Owners with at least twenty percent (20%) of the votes of the Association is delivered to the Board within thirty (30) days after the Board's approval of a rule adopted pursuant to subsection (b) or subsection (c), the Board shall call a meeting of the Unit Owners within 30 days after the date of delivery of the petition. Unless fifty-one percent (51%) of the total votes of the Unit Owners are cast at the meeting to reject the rule, the rule is ratified.

(e) Votes cast by ballot under subsection (b) or electronic or acceptable technological means under subsection (c) are valid for the purpose of establishing a quorum.

Section 8. The Association may, upon adoption of the appropriate rules by the Board, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself, provided that the Board further adopt rules to verify the status of the Unit Owner issuing a proxy or casting a ballot. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots at such election.

Section 9. 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 "the Dwelling Unit Installment Contract Act."

Section 10. Matters subject to the affirmative vote of not less than two thirds of the votes of Unit Owners at a meeting duly called for that purpose shall include, but not be limited to: (1) merger or consolidation of the Association; (2) sale, lease, exchange, or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the Association; and (3) the purchase or sale of land or of Units on behalf of all Unit Owners.

UNOFFICIAL COPY

ARTICLE II BOARD OF DIRECTORS

Section 1. The Board of Directors of the Association (referred to in the Condominium Property Act of the State of Illinois as the 'board of managers' and sometimes referred to herein as the "Board") shall consist of seven persons. The first Board shall be elected at the Initial Meeting and shall hold office until the first annual meeting. Thereafter, each director shall hold office for the term of one year (Annual Meeting of Owners to Annual Meeting of Owners) and until his successor shall be elected and qualified. The word "director" as sometimes used herein shall mean a person elected to and serving on the Board.

Section 2. Each director shall be a Unit Owner (or, if a Unit Owner is a corporation, partnership or trust, a director may be an officer, partner or beneficiary of such Unit Owner), except for directors nominated or designated by the Trustee. In no event, however, shall more than one Unit Owner, officer, partner or beneficiary, per Unit, be eligible to serve on the Board at one time. If there are multiple Unit Owners of a single Unit, only one of the multiple Unit Owners shall be eligible to serve as a member of the Board at any one time. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

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

Section 4. The Board shall meet at least four (4) times annually. An annual meeting of the Board shall be held within ten (10) days following the annual meeting of Unit Owners. Special meetings of the Board can be called by the President or twenty-five percent (25%) of the members of the Board. Any director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. Five directors shall constitute a quorum at any meeting. The Board may ratify and confirm actions of the members of the Board taken in response to an emergency, as that term is defined in the Condominium Property Act, and that the Board shall give notice to the Unit Owners of: (1) the occurrence of the

UNOFFICIAL COPY

emergency event within seven (7) business days after the emergency event, and (2) the general description of the actions taken to address the event within seven (7) days after the emergency event.

Every meeting of the Board of Managers 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 Managers finds that such an action is probable or imminent, (ii) discuss the appointment, employment, engagement or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (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. Any vote on these matters shall take place at a meeting of the Board of Managers or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings of the Board of Managers or portions thereof required to be open by tape, film, or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

Notice of every meeting of the Board of Managers shall be given to every Board member at least forty-eight (48) hours prior thereto, unless the Board member waives notice of the meeting pursuant to subsection (a) of Section 18.8 of the Act. In addition, 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 of Managers shall also be given at least forty-eight (48) hours prior to the meeting, or such longer notice as the Condominium Property 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 that the condominium instruments of the Association require, to each other Unit Owner, as required by subsection (f) of Section 18.8 of the Act, by mail or delivery, and that no other notice of a meeting of the Board of Managers need be given to any Unit Owner.

Board members may participate in and act at any meeting of the Board of Managers 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.

UNOFFICIAL COPY

Section 5. A director may be removed from office by affirmative vote of the voting members having at least Seventy-Five Percent (75%) of the total votes, at any special meeting called for that purpose, provided a successor to fill the unexpired term of a director so removed can be and is elected by the voting members at the same meeting.

Section 6. Directors shall receive no compensation for their services unless expressly provided for in resolutions duly adopted by the Unit Owners.

Section 7. The Board shall have the following powers and duties:

- (a) To elect and remove the officers of the Association as hereinafter provided;
- (b) To administer the affairs of the Association and the property;
- (c) To engage the services of a manager or managing agent who shall manage and operate the Property and the Common Elements thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve;
- (d) To formulate policies for the administration, management and operation of the Property and the Common Elements thereof;
- (e) 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;
- (f) To provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. Nothing in this subsection (f) 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

UNOFFICIAL COPY

- 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 twenty percent (20%) of the votes of the Association delivered to the Board within twenty-one (21) days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the expenditure; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified;
- (g) To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel may be the employees of the managing agent);
 - (h) To appoint subcommittees of the Board and to delegate to such subcommittees the Board's authority to carry out certain duties of the Board;
 - (i) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;
 - (j) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Unit Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;
 - (k) To exercise all other powers and duties of the board of managers or Unit Owners as a group referred to in the Condominium Property Act of the State of Illinois, and all powers and duties of a board of managers or a board of directors referred to in the Declaration or these By-Laws.
 - (l) To prepare, adopt and distribute the annual budget for the Property;
 - (m) To levy and expend assessments;
 - (n) To collect assessments from Unit Owners;
 - (o) To provide for the employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;
 - (p) To obtain adequate and appropriate kinds of insurance;
 - (q) To own, convey, encumber, lease and otherwise deal with Units conveyed to or purchased by it;

UNOFFICIAL COPY

- (r) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (s) 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;
- (t) 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;
- (u) 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, By-Laws, and rules and regulations of the Association;
- (v) 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;
- (w) 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;
- (x) 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;
- (y) 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;
- (z) 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

UNOFFICIAL COPY

- with respect to the use of Common Elements or approval of modifications in an individual Unit;
- (aa) 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;
 - (bb) To adopt and amend rules and regulations (1) authorizing electronic delivery of notices and other communications required or contemplated by the Condominium Property 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 any 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 required to provide upon request pursuant to any provision of the Condominium Property Act or any condominium instrument;
 - (cc) In the performance of their duties, the officers and members of the Board shall exercise the care required of a fiduciary of the Owners.

Section 8. 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.

Section 9. 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

UNOFFICIAL COPY

after filing the petition. For purposes of this provision, a Board member's immediate family means the Board member's spouse, parent, and children.

ARTICLE III

OFFICERS

Section 1. At each annual meeting, the Board shall elect the following officers of the Association:

- (a) The Board shall elect a President from among the Board who shall preside over the meetings of the Board and of the Unit Owners and who shall be the chief executive of the Association;
- (b) The Board shall elect a Secretary from among the Board, who shall keep the minutes of all meetings of the Board and of the Unit Owners and who shall, in general, perform all the duties incident to the Office of Secretary. The Secretary of the Association is hereby designated as the person to mail and receive all notices as provided for in the Condominium Property Act and in this Declaration. Unless otherwise provided by the Condominium Property Act, amendments to the condominium instruments authorized to be recorded shall be executed and recorded by the President of the Association or such other officer authorized by the Board;
- (c) The Board shall elect a Treasurer from among the Board, who shall keep the financial records and books of account;
- (d) The office of Secretary and the office of Treasurer may, but shall not be required, to be held by the same person;
- (e) Such additional officers as the Board shall see fit to elect.

Section 2. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Each officer shall hold office for the term of one year and until his successor shall have been elected and qualified.

Section 4. The remaining members of the Board may fill a vacancy among the officers for the unexpired term of office. Any officer may be removed at any time by the Board at a special meeting thereof.

Section 5. The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Unit Owners.

UNOFFICIAL COPY

ARTICLE IV

ASSESSMENTS

Section 1. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cost requirements for the year, including salaries, wages, payroll taxes, legal and accounting fees, supplies, material, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and all other common expenses. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board. To the extent that the assessments and other such income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

Section 2. Each Unit Owner shall receive, at least twenty-five (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 intended for reserves, capital expenditures or repairs or payment of real estate taxes. 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. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit Owner, not later than ninety (90) days after the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget. Such proportionate share for each Unit Owner shall be in accordance with his respective ownership interest in the Common Elements as set forth in Exhibit C of the Declaration. The Board may cause to be sent to each Unit Owner on or before the first day of each month a statement of the monthly assessment of such Unit Owner for such month, but the failure to send or to receive such monthly statement shall not relieve any Unit Owner of his obligation to pay his monthly assessment on or before the first day of each month. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each unit Owner shall pay his monthly assessment on or before the first day of each month to the manager or managing agent or as may be otherwise directed by the Board. No Unit

UNOFFICIAL COPY

Owner shall be relieved of his obligation to pay his assessments for common expenses by abandoning or not using his Unit or the Common Elements.

Section 3. For the first fiscal year, the annual budget shall be as approved by the first Board. If such first year, or any succeeding year, shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period conveyed by such budget. Commencing with the date of occupancy of his Unit by each Unit Owner, he shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be as computed by the Board.

Section 4. Within ninety (90) days after the end of each year, the Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding 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 budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves.

Section 5. (a) Except as provided in subsection (d) below, if an adopted budget or any separate assessment by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within 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.

(b) 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.

(c) 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 (a) above or item (d) 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.

(d) Assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted annual budget, shall be

UNOFFICIAL COPY

separately assessed and are subject to approval of two-thirds of the total votes of all Unit Owners.

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

Section 6. The Board shall not approve any capital expenditures in excess of One Thousand (\$1,000.00) Dollars unless required for emergency, repair, protection or operation of the Common Elements, nor enter any contracts for more than three (3) years without the prior approval of two-thirds (2/3) of the total ownership of the Common Elements.

Section 7. It shall be the duty of every Unit Owner to pay his proportionate share of the common expenses in the same ratio as his percentage of ownership in the Common Elements as set forth in the Declaration, and as assessed in the manner herein provided. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property, provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date of which the said mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security) or files suit to foreclose its mortgage, and causes a receiver to be appointed. Furthermore, if any Unit Owner shall fail or refuse to pay when due his proportionate share of the common expenses and such Unit Owner withholds possession of his Unit after demand by the Board or the Association in writing setting forth the amount claimed, the Board or the Association shall have the right to possession of such Unit. The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Condominium Property Act, the Forcible Entry and Detainer Act, the Declaration or these By-Laws, or are otherwise available at law or in equity, for the collection of all unpaid assessments. The Association shall have no authority to forbear the payment of assessments by any Unit Owner.

Section 8. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the common expenses incurred. Such payment vouchers may be approved in such manner as the Board may determine. All records and vouchers authorizing the payments shall be available for examination by the Unit Owners at convenient hours of week days.

UNOFFICIAL COPY

The Board shall, upon receipt of ten (10) days' written notice to it or the Association and upon payment of a reasonable fee, furnish to any Unit Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

Section 9. The Board of Directors may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Property or Common Elements, rather than against a particular Unit Ownership only. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorneys' fees) incurred by reason of such lien.

ARTICLE V

USE AND OCCUPANCY RESTRICTIONS

Section 1. No animals shall be raised, bred, or kept in any Unit, except for dogs, cats or other household pets of a Unit Owner, provided that they are not kept for any commercial purposes, and provided that they shall be kept in strict accordance with the administrative rules and regulations related to household pets from time to time adopted or approved by the Board, and provided that they shall not in the judgment of the Board constitute a nuisance to others.

Except for one dog being kept in a unit by a Unit Owner as of the date when this Amendment becomes effective (June 2, 1982), no dog shall be permitted in the building or in any unit.

Section 2. No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon that shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

Section 3. Each Unit Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit which may increase the cost or cause the cancellation of insurance on other Units or on the Common Elements. No Unit Owner shall display, hang, store or use any signs, clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible through his windows from the outside (other than air conditioners, draperies, curtains, or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy, or awning or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the Association or Board or manager or managing agent.

UNOFFICIAL COPY

Section 4. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations of the Board.

Section 5. During the period of sale of the Units in the Property, by the Grantor, the Grantor and its agents, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress and egress to said Building and Property as may be required. While the Grantor owns any of the Units and until each Unit sold by it is occupied by the purchasers, the Grantor and its employees may use and show one or more of such unsold or unoccupied Units and a model apartment or apartments and sales office, and may maintain customary signs in connection therewith.

Section 6. Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in the corridors, hallways, lobby or other common areas, except in the storage area specifically designated for the respective Unit Owner by the Board or the manager or managing agent.

Section 7. No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Association or Board or manager or managing agent.

Section 8. Whenever a Unit Owner desires to sell or lease his Unit in accordance with Article IX of the Declaration for the 1040 Erie Condominium Association, he shall post \$500.00 with the Treasurer of the Association as indemnity against any damage, voluntary or involuntary, caused by the move. The Board shall have any and all damage repaired and paid for out of the deposit. All or any part of the deposit not required for the repair of damage will be returned to the Unit Owner within thirty (30) days after the move at an address he shall designate.

Section 9. A Unit Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a Unit Owner under the Act, the condominium instruments, or rules and regulations of the Association; and such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void.

Section 10. 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

UNOFFICIAL COPY

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.

ARTICLE VI AMENDMENTS

These By-Laws may be amended or modified from time to time by action or approval of Seventy-Five Percent (75%) of the total ownership of the Common Elements. Such amendments shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois, and filed in the Office of Registrar of Titles of said County.

ARTICLE VII INDEMNIFICATION

Section 1. The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association), by reason of the fact that he is or was a member of the Board of Directors or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually

UNOFFICIAL COPY

and reasonably incurred by or imposed on him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which is reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a member of the Board of Directors or an officer of the Association or a member of any committee of the Association in connection with the expense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association.

Section 3. To the extent that a member of the Board of Directors or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 4. Any indemnification under Sections 1 and 2 shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the member of the Board of Directors or the officer or the member of such committee is proper in the circumstances because he has not the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of those directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by a majority of the members of the Association.

Section 5. Expense incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such

UNOFFICIAL COPY

action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the member of the Board of Directors or the officer or the members of such committee to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article VII.

Section 6. The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board of Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, shall continue as to a person who has ceased to be a member of the Board of Directors or an officer or a member of such committee, and shall inure to the benefit of the heirs, executors and administrators of such a person.

END OF BY-LAWS

COOK COUNTY
RECORDER OF DEEDS

Office

UNOFFICIAL COPY

BOARD MEMBER SIGNATURE PAGE

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Directors of the 1040 Erie Condominium Association established by the aforesaid Declaration of Condominium Ownership. By our signatures below, we hereby approve of and consent to the amendment to the 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 Amendment at a duly called meeting of the Board of Directors of 1040 Erie Condominium Association held on Nov 19, 2019.

Melena Stancikas
President

Don K. A. H.
Secretary

Wm J. Kral
Treasurer

Robert French
Director

Betty Mull
Director

Don K. A. H.
Director

Director

BOARD OF DIRECTORS OF
1040 ERIE CONDOMINIUM ASSOCIATION

UNOFFICIAL COPY

PRESIDENT'S SIGNATURE PAGE

I Helena Stancikas, am the President of the Board of Directors of 1040 Erie Condominium Association, an Illinois not-for-profit corporation and condominium established by the aforesaid Declaration, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Section 17 of the Illinois Condominium Property Act.

EXECUTED this 19th day of November, 2019.

BY: Helena Stancikas
President

COOK COUNTY
RECORDER OF DEEDS

UNOFFICIAL COPY

AFFIDAVIT OF SECRETARY

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, DANIEL KAICKEN, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of 1040 Erie Condominium Association and as such Secretary and keeper of the books and records of said condominium. I further state that the foregoing amendment 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 November 19, 2019 at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect. 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 Amendment to the Declaration.

D. Kaicken

Secretary of the 1040 Erie Condominium Association

SUBSCRIBED AND SWORN to
 before me this 14th day
 of January, 2012020



Jason Franklin
 Notary Public

UNOFFICIAL COPY

EXHIBIT 1 LEGAL DESCRIPTION

UNITS 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 501, 502, 503, 504, 505, 506, 507, 508, 509, 501 AS DELINEATED ON THE SURVEY OF THE FOLLOWING PARCEL OF REAL ESTATE:

LOTS 20, 21, 22 AND 23 IN CATHERINE GAUGLER'S RESUBDIVISION OF BLOCK 3 OF TIMME'S SUBDIVISION OF BLOCKS 3, 4 AND 5 AND PART OF BLOCK 6 OF KETTLESTRING'S ADDITION TO HARLEM, BEING A SUBDIVISION OF THE NORTHERN PART OF THE NORTH WEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY AS DOCUMENT NO. 24258311.

Commonly Known As:

1040 Erie Street
Oak Park, Illinois 60302

Permanent Index Number: 16-07-108-041-1001
through and including: 16-07-108-041-1040