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AMENDED AND RESTATED  
DECLARATION OF  
CONDOMINIUM PURSUANT TO  
THE CONDOMINIUM  
PROPERTY ACT FOR  
LARRABEE COURT III  
CONDOMINIUM



Doc# 2028822122 Fee \$117.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 10/14/2020 03:06 PM PG: 1 OF 34

This Amended and Restated Declaration of Condominium Pursuant to the Condominium Property Act For Larrabee Court III Condominium, in Chicago, Cook County, Illinois, is made and entered into by the Board of Managers of the Larrabee Court III Condominium Association.

This Amended and Restated Declaration incorporates all changes in the Illinois Condominium Property Act, 765 ILCS 605/1 et. seq., that apply since the Original Declaration, as amended, was initially recorded and which apply to the Association. All changes that apply to the Association and supersede the Original Declaration, as amended, are herein incorporated by reference. Further, this Amended and Restated Declaration incorporates all previously adopted amendments and modifications to the Original Declaration, as well as amending certain other provisions as set forth in this Amended and Restated Declaration.

WITNESSETH:

WHEREAS, by a certain Declaration of Condominium Ownership and of Easements, Restrictions and Covenants For Larrabee Court III Condominium filed in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 24146726 (hereinafter referred to as "Original Declaration") certain real estate in the City of Chicago, Illinois, was submitted to the Condominium Property Act of the State of Illinois, said condominium being known as the Larrabee Court III Condominium. The real estate subject to the Declaration as a result of the recording of the Declaration is identified and legally described on the Exhibit named "Legal Description" which is attached hereto and forming a part hereof; and

WHEREAS, the Developer and Trustee as defined and set forth in the Original Declaration, no longer own or have any interest in the Property, so certain references in the Original Declaration are no longer applicable and, therefore, may be removed in this Amended and Restated Declaration; and

WHEREAS, since the recording of the Original Declaration, there have been numerous changes in the law and the Illinois Condominium Property Act that are or may be contradictory to the provisions of the Original Declaration and affect the rights and obligations of the Unit Owners of the Association; and

S N  
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S X  
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E NO  
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WHEREAS, the Board of Managers and the Unit Owners deem it desirable to amend and update the Original Declaration to incorporate the current provisions of the Act, and, for convenience, to remove any unnecessary references to the developer; and

WHEREAS, Section 27 of the Illinois Condominium Property Act provides that, by a majority vote of 2/3 of the members of the Board of Managers, or a majority vote of the Unit Owners, the Association may amend the Declaration to correct errors or omissions to the Declaration to conform to the Act or other applicable statutes; and the Board of Managers desires to amend the Original Declaration to conform to the current Act; and,

NOW, THEREFORE, the Board of Managers, by at least two-thirds of the members of the Board, do hereby change and modify the Original Declaration by replacing it with this Amended & Restated Declaration as follows:

## ARTICLE I DEFINITIONS

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

**Original Declaration:** The term "Original Declaration" when used herein means the original Declaration of Condominium Ownership and of Easements, Restrictions and Covenants For "Larrabee Court III", A Condominium, filed with the Cook County Recorder as Document No. 24146726.

**Amended Declaration" or Declaration:** This Amended & Restated Declaration.

**Parcel:** The entire tract of real estate described in the Original Declaration, and which is described in the Legal Description attached hereto.

**Property:** All the land, property and space comprising the Parcel, all improvements and structures constructed or contained therein or thereon, including the buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of the unit owners.

**Unit:** A part of the property within a building including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for a one-family dwelling and having lawful access to a public way, and including that designated enclosed space within the garage buildings designed and intended for use by the unit owners as a garage, and more specifically described hereafter in Article II.

**Common Elements:** All portions of the property except the Units.

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**Unit Ownership:** A part of the property consisting of one Unit and the undivided interest in the common elements appurtenant thereto.

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

**Owner:** The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit.

**Occupant:** Person or persons, other than owner, in possession of a Unit.

**Developer:** The Developer as defined in the Original Declaration.

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

**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.

## ARTICLE II UNITS

1. **Description and Ownership.** All Units in the buildings located on the Parcel are delineated on the surveys attached to the Original Declaration as Exhibit "A" thereto (the "Plat"), and by reference is incorporated herein and made a part of this Declaration. The legal description of each Unit shall consist of the identifying number or symbol of such unit as shown on said Plat of survey, and referenced to the parcel as described herein and to the document number of this declaration. The garage portion of each unit is designated in the Plat by the identifying number or symbol of the corresponding unit below the work "GARAGE".

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

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2. Exceptions. No Owner shall own any pipes, wires, conduits, public utility lines or structural components running through the Owner's Unit and serving more than the Unit except as a tenant in common with all other Owners.

## ARTICLE III

### COMMON ELEMENTS

1. Description. Except as provided in paragraph 2 of Article II, the common elements shall consist of the property, as defined herein, excepting therefrom the property and space designated as units as set forth in Article II, paragraph 1 herein, as shown and delineated in the Plat attached to the Original Declaration as Exhibit "A" thereto and shall include, but not by way of limitation, the land, all courtways, sidewalks, service walks, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, and such component parts of walls, floors, and ceilings as are now located within the Units.

2. Ownership of Common Elements. Each Owner shall own an undivided interest in the common elements as a tenant in common with all the other Owners of the property, and, except as otherwise limited in this Declaration, shall have the right to use the common elements for all purposes incident to the use and occupancy of the Owner's Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with the Unit. The extent or amount of such ownership shall be expressed by a percentage amounts, and once determined, shall remain constant, and may not be changed without unanimous approval of all Owners. The Developer previously determined each Unit's corresponding percentage of ownership in the common elements as set forth in Exhibit "B" attached to the Original Declaration, and which is incorporated herein.

3. No Partition of Common Elements. There shall be no partition of the common elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership, provided, however, that if any Unit Ownership shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership as between such co-owners.

## ARTICLE IV

### GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

1. Submission of Property to "Condominium Property Act." The property was submitted to the provisions of the "Condominium Property Act" of the State of Illinois by the Original Declaration.

2. No Severance of Ownership. No Owner shall execute any deed, mortgage, lease, or other instrument affecting title to the Owner's Unit Ownership without including therein both

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the Owner's interest in the Unit and the Unit's corresponding percentage of ownership in the common elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instruments purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

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

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

(c) Utility Easements. The Illinois Bell Telephone Company, Commonwealth Edison Company, Peoples Gas Light and Coke Co., and all other public utilities serving the property were previously granted, by the Original Declaration, the right to lay, construct, renew, operate and maintain conduits, cables, pipes and wires, and other equipment, into and through the common elements for the purpose of providing the property with utility services.

(d) All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times will inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.

(e) 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 this Article, or described in any other part of the Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

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## ARTICLE V ADMINISTRATION

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

2. Voting Rights. There shall be one person with respect to each unit owner who shall be entitled to vote at any meeting of the Unit Owners. Such persons shall be known and hereafter referred to as "voting member". Such voting member may be the owner or one of the group composed of all of the owners of a unit ownership, or may be some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board by the owner or owners so designating. Any or all such owners may be present at any meeting of the voting members. Where there is more than one owner of a unit, if only one of the multiple owners is present at a meeting of the Association, he or she is 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, and there is majority agreement if any one of the multiple owners cast 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 total number of votes of all voting members shall be 100, and each owner or group of owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the common elements applicable to his, her or their unit ownership as set forth in Exhibit "B" of the Original Declaration. If any legal title to any unit is held by a land trust, the trustee shall certify to the Board the person entitled to cast the votes of such unit.

3. Meetings. (a) The presence at any meeting of the voting members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

(b) Annual Meetings. There shall be an annual meeting of the voting members on the first Wednesday of December each year at 7:30 p.m. in one of the units, or at such other reasonable date, time and place (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members in accordance with the requirements for notice of unit owner meetings.



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(c) **Special Meetings.** Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration or the Act, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, by the President, or by the voting members having twenty percent (20%) of the total votes and delivered in accordance with the requirements for notice of unit owner meetings. The notices shall specify the date, time and place of the meeting and the matters to be considered.

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

(e) **Necessary Vote of Unit Owners.** The following shall be subject to the affirmative vote of not less than  $\frac{2}{3}$  of the votes of unit owners at a meeting duly called for that purpose: (i) merger or consolidation of the association; (ii) 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 (iii) the purchase or sale of land or of units on behalf of all unit owners.

4. **Notices of Members Meetings.** Notices of meetings of members required to be given herein shall be mailed or delivered giving members no less than ten (10) and no more than (30) days notice of the time, place and purpose of such meeting except that notice may be sent by electronic transmission consented to by the unit owner to whom the notice is given, provided the director and officer or their agent certifies in writing to the delivery by electronic transmission. Notice sent by mail shall be addressed to each such person at the address given by him or her to the Board for the purpose of service of such notice, or to the Unit of the owners with respect to which such voting right appertains, if no address has been given to the Board.

5. **Board of Managers.** (a)(i)(A) At the initial meeting the voting members elected a Board of Managers. In all elections for members of the Board of Managers, each voting member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. A majority of the total number of members on the Board shall constitute a quorum. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting three Board members were elected for a term of two (2) years, and two Board members elected for a term of one (1) year. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term

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of two (2) years each. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3), that no director or officer shall be elected for a term of more than two years (but board members and officers may succeed themselves), and that the terms of at least one-third of the persons on the Board shall expire annually. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two-thirds (2/3) of the total votes. The Board may disseminate to unit owners biographical and background information about candidates for election to the Board if: (i) 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 (ii) the Board does not express a preference in favor of any candidate. Any proxy distributed for Board elections by the Board shall give unit owners the opportunity to designate any person as the proxy holder, and give the unit owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

(B) Vacancies on the Board, including vacancies due to any increase in the number of persons on the Board, may be filled by the remaining members of the Board to fill the vacancy by two-thirds vote until the next annual meeting of unit owners or for a period terminating no later than 30 days following the filing of a petition signed by unit owners holding 20% of the votes of the Association requesting a meeting of the unit owners to fill the vacancy for the balance of the term, and that a meeting of the unit owners shall be called for purposes of filling a vacancy on the board no later than 30 days following the filing of a petition signed by unit owners holding 20% of the votes of the association requesting such a meeting, and vacancies among the officers may be filled by the members of the Board for the unexpired portion of the term.

(C) Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. The Board shall meet at least four (4) times annually. Meetings of the Board may be called, held and conducted in accordance with the requirements herein and any regulations as the Board may adopt.

(ii) (A) Except as provided in subparagraphs (B) and (B-1) of this subparagraph 5(a)(ii), 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; that the proxy must bear the date of execution and, unless the written proxy itself provides otherwise, is invalid after 11 months from the date of its execution. To the extent rules adopted by the Board expressly so provide, a vote or proxy may be submitted by electronic transmission, provided that any such electronic transmission shall either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the unit owner or the unit owner's proxy.

(B) Upon a rule adopted at least 120 days before a Board election, unit owners may not vote by proxy in Board elections, but may vote only (i) by submitting an



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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 this Declaration or by a 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 seven (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 permitted means of delivery may request and cast a ballot in person at the election meeting, and thereby void any ballot previously submitted by that unit owner. Any rule previously adopted by the Board for balloting as set forth in this subparagraph, and which has not been repealed or revoked by the Board, shall be construed to continue in effect, so that the Board need not adopt additional rules pursuant this subparagraph upon this Amended & Restated Declaration becoming effective.

(B-1) Upon a rule adopted at least 120 days before a Board election, unit owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting; or (ii) by any acceptable technological means as defined in Section 2 of the Act. The instructions regarding the use of acceptable technological 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 21 days' prior written notice of the deadline for inclusion of a candidate's name on the ballots, which deadline shall be no more than seven (7) days before the instructions for voting using 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. Any rule previously adopted by the Board for balloting as set forth in this subparagraph, and which has not been repealed or revoked by the Board, shall be construed to continue in effect, so that the Board need not adopt additional rules pursuant this subparagraph upon this Amended & Restated Declaration becoming effective.

(C) If a written petition by unit owners with at least 20% of the votes of the Association is delivered to the Board within 30 days after the Board's approval of a rule adopted pursuant to subparagraph (B) or subparagraph (B-1) of this subparagraph 5(a)(ii), the Board shall call a meeting of the Unit Owners within 30 days after the date of delivery of the petition, and unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the rule, the rule is ratified.

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(D) The votes cast by ballot under subparagraph (B) or electronic or acceptable technological means under subparagraph (B-1) of this subparagraph 5(a)(ii) are valid for the purpose of establishing a quorum;

(E) Upon adoption of the appropriate rules by the Board, the Association may conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the unit and the vote itself, provided that the Board further adopts rules to verify the status of the unit owner issuing a proxy or casting a ballot; and further, that 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.

(b) The Board shall elect from among its members, a President who shall preside over both its meetings and those of the voting members, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of secretary, and a Treasurer to keep the financial records and books of account.

(c) Any Board member may be removed from office by affirmative vote of the voting members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

(d) Notice of every meeting of the Board of managers shall be given to every board member at least 48 hours prior thereto, unless the board member waives notice of the meeting pursuant to Article XIII.

(e) Notice of every meeting of the Board of managers shall be posted in entranceways or other conspicuous places in the buildings at least 48 hours prior to the meeting of the Board except where there is no common entranceway for 7 or more units, the Board may designate one or more locations in the proximity of these units where the notices of meetings shall be posted. Notice of every meeting of the Board shall also be given at least 48 hours prior to the meeting, or such longer notice as this Declaration or the Act may separately require, to: (i) each unit owner who has provided the association with written authorization to conduct business by acceptable technological means, and (ii) to each other unit owner, as required by subsection (f) of Section 18.8 of the Act, by mail or delivery. Notice sent by mail shall be addressed to each such person at the address given by him or her to the Board for the purpose of service of such notice, or to the Unit of the owners with respect to which such voting right appertains, if no address has been given to the Board. No other notice of a meeting of the Board of managers need be given to any unit owner.

(f) Every meeting of the Board 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 finds that such an action is probable or imminent, (ii) discuss the appointment, employment, engagement, or dismissal of an

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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 or portion thereof open to any unit owner.

(g) Board members may participate in and act at any meeting of the Board 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, and participation constitutes attendance and presence in person at the meeting.

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

(i) The board may ratify and confirm actions of the members of the Board taken in response to an emergency. The Board shall give notice to the Unit Owners of: (i) the occurrence of the emergency event within 7 business days after the emergency event, and (ii) the general description of the actions taken to address the event within 7 days after the emergency event. For purposes of this paragraph, an emergency shall mean an immediate danger to the structural integrity of the common elements or to the life, health, safety or property of the unit owners, or as otherwise defined in the Act.

6. General Powers of the Board. The Board for the benefit of all the owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, the following:

(a) Water, waste removal, electricity and telephone and other necessary utility service for the common elements and (if not separately metered or charged) for the units.

(b) A policy or policies of insurance as determined by the Board to be necessary or appropriate, including, but not limited to, policies of insurance as required by the Act, as follows:

(1) Property Insurance: Property insurance (i) on the Common Elements and the Units, including the limited common elements and except as otherwise determined by the Board, the bare walls, floors, and ceilings of the unit, (ii) providing coverage for special form causes of loss, and (iii) providing coverage, at the time the insurance is purchased and at each renewal date, in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage sufficient to rebuild the insured property in compliance with building code requirements subsequent to an insured loss, including: Coverage B, demolition costs; and Coverage C, increased cost of construction coverage. The combined total of Coverage B and Coverage C shall be no less than 10% of each insured building value, or \$500,000, whichever is less. proceeds thereof shall be payable to, the Association or to an insurance trustee as provided herein or by the Act.

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To the extent so provided in the Act, for purposes of the foregoing, the following in this paragraph shall apply: The insurance maintained under the foregoing paragraph 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.

To the extent so provided in the Act and notwithstanding anything herein, insurance policies carried pursuant to the foregoing must include each of the following provisions: (1) 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; (2) 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; and (3) The Unit Owner waives his or her right to subrogation under the Association policy against the Association and the Board.

Any loss covered by the property policy under the provisions above 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 incur. 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.

(2) General Liability Insurance: Commercial general liability insurance against claims and liabilities, including liability for injuries to and death of persons and property damage, arising in connection with the ownership, existence, use, or management of the property in a minimum amount of \$1,000,000.00, 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.

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(3) Fidelity Bond; Directors and Officers Coverage.

(i) The Association shall obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund.

(ii) All management companies that are responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond.

(iii) For purposes of paragraphs (i) and (ii), the fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company.

(iv) The Board must obtain directors and officers liability coverage at a level deemed reasonable by the Board. Directors and officers liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as directors and officers, but, to the extent provided in the Act, 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 by the Declaration and Bylaws. To the extent provided in the Act, the coverage required by this subparagraph (iv) 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 subparagraph (iv) shall include as an insured: past, present, and future Board members while acting in their capacity as members of the Board; the managing agent; and employees of the Board and the managing agent. Any provisions of the Act applicable to the insurance required by this subparagraph (iv) shall control over these provisions.

(4) Workmen's Compensation: Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

(5) Deductibles: The Board may, in the case of a claim for damage to a Unit or the Common Elements, (i) pay the deductible amount as a common expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the 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.

(6) Contractor Certificates. Contractors and vendors (except public utilities) doing business with the Association under contracts exceeding \$10,000 per year must provide certificates of insurance naming the Association, the Board, and its managing agent as additional insured parties.



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(d) The services of any person or firm employed by the Board.

(e) Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the common elements (but not including the interior surfaces of the units, and of the doors and windows appurtenant thereto, which the owner shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the common elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the common elements.

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

(g) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire property or any part thereof which may in the opinion of the Board constitute a lien against the property or against the common elements, rather than merely against the interests therein of particular owners. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said owners, which assessment shall become a lien and be enforceable in the same manner as provided in Paragraph (g) of Article VI.

(h) Maintenance and repair of any unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the common elements, or any other portion of the building, and the owner or owners of said unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repairs has been delivered by the Board to said owner or owners, provided that the Board shall levy a special assessment against such unit owner for the cost of said maintenance or repair, which assessment shall become a lien and be enforceable in the same manner as provided in Paragraph (g) of Article VI.

(i) The Board or its agents may enter into any unit when necessary in connection with any maintenance or construction for which the Board is responsible. The Board or its agents shall 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 other units. It may likewise enter any patio for maintenance or repairs, construction or painting. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

(j) The Board's powers herein above enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any capital addition



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or improvement (other than for purposes of replacing or restoring portions of the common elements, subject to all the provisions of this Declaration) having a total cost in excess of Two Thousand Dollars (\$2,000.00) nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the common elements requiring an expenditure in excess of Two Thousand Dollars (\$2,000.00), without in each case, the prior approval of the voting members holding 66-2/3% of the total votes. The limits herein shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the common elements. The term "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment with the functional equivalent of the original portions of such areas. Replacement of the common elements may result in an improvement over the original quality of such elements or facilities; provided that, unless the improvement is mandated by law or is an emergency as defined in item (iv) of subparagraph (8) of paragraph (a) of Section 18 of the Act, if the improvement results in a proposed expenditure exceeding 5% of the annual budget, the Board, upon written petition by Unit Owners with 20% of the votes of the association delivered to the Board within 21 days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within 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.

(k) All vouchers for payment of expenditures by the Board shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such vouchers shall be signed by the Treasurer and countersigned by the President of the Board.

(l) The Board may 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 Act, except that no quorum is required at the 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 this Act or this Declaration. 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. The entire Development shall at all times be maintained subject to such rules and regulations.

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

(n) Nothing herein above contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the owners or any of them.

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(o) 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.

(p) 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.

(q) 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 Act; 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 Association on a bulk identical service and equal cost per unit basis; 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 basis.

(r) Upon authorization by a two-thirds vote of the members of the Board or by the affirmative vote of not less than a majority of the unit owners at a meeting duly called for such purpose, the Board of managers acting on behalf of all unit owners shall have the power to seek relief from or in connection with the assessment or levy of any such taxes, special assessments or charges, and to charge and collect all expenses incurred in connection therewith as common expenses. The Board may seek relief on behalf of all unit owners when authorized pursuant to this subsection, or the Act, in connection with the assessment or levying of real property taxes, special assessments, and any other special taxes or changes of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body.

(s) To reasonably accommodate the needs of a unit owner who is a person with a disability as required by the federal Civil Rights Act of 1968, the Human Rights Act and any applicable local ordinances in the exercise of its powers with respect to the use of common elements or approval of modifications in an individual unit.

(t) To accept service of a notice of claim for purposes of the Mechanics Lien Act on behalf of each respective member of the Unit Owners' Association with respect to improvements performed pursuant to any contract entered into by the Board of Managers or any contract entered into prior to the recording of the condominium declaration pursuant to this Act, for a property containing more than 8 units, and to distribute the notice to the unit owners within 7 days of the acceptance of the service by the Board of Managers. The service shall be effective as if each individual unit owner had been served individually with notice.

(u) To adopt and amend rules and regulations (1) authorizing electronic delivery of notices and other communications required or contemplated by this Declaration or the Act to each unit owner who provides the association with written authorization for electronic delivery and an electronic address to which such communications are to be electronically transmitted; and (2)

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authorizing each unit owner to designate an electronic address or a U.S. Postal Service address, or both, as the unit owner's address on any list of members or unit owners which an association is required to provide upon request pursuant to any provision of this Act or any condominium instrument.

(v) The Board may not enter into a contract with a current Board member or with a corporation or partnership in which a Board member or a member of the Board member's immediate family has 25% or more interest, unless notice of intent to enter the contract is given to unit owners within 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 20% of the unit owners, for an election to approve or disapprove the contract; such petition shall be filed within 30 days after such notice and such election shall be held within 30 days after filing the petition. For purposes of this subsection, a Board member's immediate family means the Board member's spouse, parents, and children.

7. **Liability of the Board of Managers.** The members of the Board and the officers thereof of the Association shall not be liable to the owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. The owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contract made by such members or officers on behalf of the owners or the Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of the owners of the Association. The liability of any owner arising out of any contract made by such members or officers or out of the aforesaid indemnity 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 owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the owners or the Association shall be executed by such members, officers or the managing agent, as the case may be, as agents for the owners for the Association.

8. **Books and Records.** The Board shall keep and maintain the books and records of the Association, including those records as required by the Act. Unit Owners shall have the right to inspect, review and copy Association records to the extent authorized by the Act, the Illinois Not For Profit Corporation Act, and the ordinances of the City of Chicago. The actual cost to the Association of retrieving and making requested records available for inspection and examination under this section shall be charged by the Association to the requesting member. If a member requests copies of records requested under this section, the actual costs to the Association of reproducing the records shall also be charged by the Association to the requesting member.

## ARTICLE VI

### ASSESSMENTS - MAINTENANCE FUND

The Assessment and Maintenance Fund shall be managed as follows:

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(a) Each year on or before December 1<sup>st</sup>, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. Each unit owner shall receive, at least 25 days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estates taxes. The Board shall on or before December 15th notify each owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the owners according to each owner's percentage of ownership in the common elements as set forth in Exhibit "P" attached hereto. On or before January 1<sup>st</sup> of the ensuing year, and the 1<sup>st</sup> of each and every month of said year, each owner shall be obligated to pay to the Board or as it may direct, 1/12th of the assessment made pursuant to this paragraph. On or before April first of each calendar year, the Board shall supply to all 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. If the fiscal year ended with a surplus of funds over actual expenses, including budgeted reserve fund contributions, then the Board has the authority, in its discretion, to dispose of the surplus in one or more of the following ways: (i) contribute the surplus to the Association's reserve fund; (ii) return the surplus to the unit owners as a credit against the remaining assessments for the current fiscal year; (iii) return the surplus to the unit owners in the form of a direct payment to the unit owners; or (iv) maintain the funds in the operating account, in which case the funds shall be applied as a credit when calculating the following year's annual budget. If the fiscal year ends in a deficit, then the Board has the authority, in its discretion, to address the deficit by incorporating it into the following year's annual budget. If 20% of the unit owners deliver a petition objecting to the action under this paragraph (a) within thirty (30) days after notice to the unit owners of the action, the Board shall call a meeting of the unit owners within thirty (30) days of the date of delivery of the petition. At the meeting, the unit owners may vote to select a different option that the option selected by the board of managers. Unless a majority of the total votes of the unit owners are cast at the meeting to reject the Board's selection and select a different option, the board's decision is ratified.

(b) The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any owner's assessment, the Board may at any time levy a further assessment, in accordance with the provisions herein, which shall be assessed to the owners according to each owner's percentage ownership in the common elements. Upon adoption of such further assessment, the Board shall serve notice of such further assessment on all owners by a statement in writing giving the amount and reason therefor, and such further assessment shall become effective as directed by the Board. All owners shall be obligated to pay the adjusted monthly amount.

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(c) Each unit owner shall receive notice, in the same manner as is provided in the Act for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment, (ii) that except as provided in subsection (iv) below, if an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 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 20 percent of the votes of the Association delivered to the Board within 21 days of the Board action, shall call a meeting of the unit owners within 30 days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the unit owners are cast at the meeting to reject the budget or separate assessment, it is ratified, (iii) that any common expense not set forth in the budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against all unit owners, (iv) that separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to unit owner approval or the provisions of item (ii) above or item (v) below. As used herein, "emergency" means an immediate danger to the structural integrity of the common elements or to the life, health, safety or property of the unit owners, (v) that assessments for additions and alterations to the common elements or to association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of two-thirds of the total votes of all unit owners, (vi) that the board of managers may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by items (iv) and (v), the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

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

(e) The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any owner as further provided in this Declaration or the Act. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

(f) All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied against less than all the unit owners, and for such adjustments as may be required to reflect delinquent or unpaid



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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 "B" to the Original Declaration.

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

(h) Amendments to this Article VI shall only be effective upon consent of three-fourths of the owners, and all Mortgagees. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuser of the common element or abandonment of his or her unit.

## ARTICLE VII

### COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

(a) No part of the property shall be used for other than housing and the related common purposes for which the property was designed. Each unit or any two or more adjoining units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the common elements separating any two or more adjoining units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining units in such manner and upon such conditions as shall be determined by the Board in writing.

(b) There shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior consent of the Board except as hereinafter expressly



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provided. Each owner shall be obligated to maintain and keep in good order and repair his own unit.

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

(d) Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

(e) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in the common elements, except that dogs, cats, or other household pets may be kept in units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Board.

(f) No noxious or offensive activity shall be carried on in any unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants.

(g) Nothing shall be done in any unit or in, on or to the common elements which will impair the structural integrity of the building or which would structurally change the building except as is otherwise provided herein.

(h) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common elements. The common elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(i) There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common elements except that patio areas may be used for their intended purposes.

(j) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted in any unit, nor shall any "For Sale" or "For Rent" signs, advertising or other displays be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board.

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(k) Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Board.

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

(n) Only to the extent the Act prohibits restrictions on flags or as otherwise provided in the Act, an American flag or a military flag, or both, may be placed on or within the Limited Common Elements and facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of 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. A flagpole for the display of the American flag or a military flag, or both, may be used on or within the Limited Common Elements and 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 in this Section: "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; and "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 VIII

### SALE, LEASING OR OTHER ALIENATION

1. Sale or Lease. Any owner who wishes to sell or lease his unit ownership (or any lessee of any unit wishing to assign or sublease such unit) to any person not related by blood or marriage to the owner shall give to the Board no less than thirty (30) days prior written notice of the terms of any contemplated sale or lease together with the name and address of the proposed purchaser or lessee. The members of the Board and their successors in office, acting on behalf of the other unit owners shall at all times have the first right and option to purchase or lease such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said

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thirty (30) days, the owner (or lessee) may, at the expiration of said thirty-day period and at any time withing sixty (60) days after the expiration of said period, contract to sell or lease (or sublease or assign) such unit ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein.

2. Gift. Any owner who wishes to make a gift of his or her unit ownership or any interest therein to any person or persons who would not be heirs at law of the owner under the Rules of Descent of the State of Illinois were he or she to die within ninety (90) days prior to the contemplated date of such gift, shall give to the Board not less than ninety (90) days' written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The members of the Board and their successors in office, acting on behalf of the other unit owners, shall at all times have the first right and option to purchase such unit ownership or interest therein for each at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the unit ownership or interest therein which the owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the owner and the Board. The Board's option to purchase the unit ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice.

3. Devise. In the event any owner dies leaving a will devising his or her unit ownership, or any interest therein, to any person or persons not heirs-at-law of the deceased owner under the Rules of Descent of the State of Illinois, and said will is admitted to probate, the members of the Board and their successors in office, acting on behalf of the other unit owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said unit ownership or interest therein either from the devisee or devisees thereof named in said will or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for each at fair market value which is to be determined by arbitration. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Withing ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Withing fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the unit ownership or interest therein devised by the deceased owner, and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. The

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Board's right to purchase the unit ownership or interest therein at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased owner is empowered to sell, and shall expire eight (8) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the rights of the members of the Board, acting on behalf of the other unit owners, or their authorized owners as hereinafter provided, to bid at any sale of the unit ownership or interest therein of any deceased owner which said sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased owner's estate which contains his or her unit ownership or interest therein.

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

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

5. Consent of Voting Members. The Board shall not exercise any option herein above set forth to purchase any unit ownership or interest therein without the prior written consent of 90% of all of the voting members except the members whose unit or units are the subject of the option. The members of the Board or their duly authorized representatives, acting on behalf of the other unit owners, may bid to purchase at any sale of a unit ownership or interest therein, which said sale is held pursuant to an order or direction of a court, upon the prior written consent of 90% of the voting members whose units are not subject to the sale, which said consent shall set forth a maximum price which the members of the Board or their duly authorized representatives are authorized to bid any pay for said unit or interest therein.

6. Release or Waiver of Option. Upon the written consent of a majority of the Board members, any of the options contained in this Article VIII may be released or waived and the unit ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

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7. **Proof of Termination of Option.** A certificate executed and acknowledged by the acting secretary of the Board stating that the provisions of this Article VIII as herein above set forth have been met by an owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request as a reasonable fee, not to exceed Ten Dollars (\$10.00).

8. **Financing of Purchase under Option.** (a) Acquisition of unit ownerships or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each owner in the ration that his percentage of ownership in the Common elements as set forth in "Exhibit B" bears to the total of all such percentages applicable to the units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in paragraph (g) of Article VI.

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

9. **Title to Acquired Interests.** Unit ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the members of the Board of Managers and their successors in office, or such nominee as they shall designate, for the benefit of all the owners. Said unit ownerships or interests therein shall be sold or leased by the members of the Board for the benefit of all the owners. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each owner in the same proportion in which the Board could levy a special assessment under the terms of Par. 6a.

10. **Definition of "Owner".** The term "owner", when used in Paragraphs 1,2 and 3 of this Article VIII with respect to a sale, lease, gift or devise of a unit ownership or interest therein by such "owner" shall include the beneficiary or beneficiaries of any trust, partner of any partnership or shareholder of any corporation holding title to such unit ownership or interest therein, but shall not include the Trustee or the Developer, nor shall the provisions of said Paragraphs 1, 2 and 3 apply to any transfer as between co-owners of any unit ownership.

## ARTICLE IX

### DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

1. **Sufficient Insurance.** In the event the improvements forming a part of the property, or any portion thereof, including any unit, shall suffer damage or destruction from 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



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applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event, within thirty (30) days after said damage or destruction, the unit owners elect either to sell the property as hereinafter provided in Article X or to withdraw the property from the provisions of this Declaration, and from the provisions of the "Condominium Property Act" as therein provided, then such repair, restoration or reconstruction shall not be undertaken.

2. Insufficient Insurance. (a) In case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct the building and the unit owners and all other parties in interest do not voluntarily make provision for reconstruction of the building within 180 days from the date of damage or destruction, the Board may record a notice setting forth such facts and upon the recording of such notice:

(1) The property shall be deemed to be owned in common by the unit owners;

(2) The undivided interest in the property owned in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such owner in the common elements;

(3) Any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the unit owner in the property as provided herein; and

(4) The property shall be subject to an action for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the unit owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective shares of the unit owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner.

(b) In the case of fire or other disaster in which fewer than 1/2 of the units are rendered uninhabitable, if the insurance proceeds are insufficient to reconstruct, upon the affirmative vote of not fewer than 3/4 of the owners voting at a meeting called for that purpose. The meeting shall be held within 30 days following the final adjustment of insurance claims, if any. Otherwise, such meeting shall be held within 90 days of the occurrence. At such meeting the Board, or its representative, shall present to the members present an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each unit owner.

(c) In the case of fire or other disaster, the property or any portion may be withdrawn if the insurance proceeds are insufficient to reconstruct the portion of the property affected. Upon the withdrawal of any unit or portion thereof, the percentage of interest in the common elements appurtenant to such unit or portion thereof shall be reallocated among the remaining units on the basis of the percentage of interest of each remaining unit. If only a portion of a unit is withdrawn, the percentage of interest appurtenant to that unit shall be reduced accordingly, upon the basis of



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diminution in market value of the unit, as determined by the board of managers. The payment of just compensation, or the allocation of any insurance, or other proceeds to any withdrawing or remaining unit owner shall be on an equitable basis, which need not be a unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the common elements, not necessarily including the limited common elements, shall be allocated on the basis of each unit owner's percentage interest therein. The proceeds available from the withdrawal of any limited common element will be distributed in accordance with the interests of those entitled to their use. The responsibility for the payment of assessments for any unit or portion thereof withdrawn from the condominium shall cease upon withdrawal.

3. **Extent of Repairs.** Repair, restoration or reconstruction of the improvements as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each unit and the common elements having the same vertical and horizontal boundaries as before.

## ARTICLE X

### SALE OF PROPERTY; EMINENT DOMAIN

1. **Sale of Property.** The owners by affirmative vote of at least 75% of the total vote of the members (or, to the extent provided by City of Chicago Ordinance, by at least 85% of the total vote of the members) duly called for such purpose, may elect to sell the property as a whole. Such action shall be binding upon all unit owners, and it shall thereupon become the duty of every unit owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any unit owner who did not vote in favor of such action and who has filed written objection thereto with the Board or the manager within 20 days after the date of the meeting in which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the greater of: (i) the value of his or her interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such unit owner or (ii) the outstanding balance of any bona fide debt secured by the objecting unit owner's interest which was incurred by such unit owner in connection with the acquisition or refinance of the unit owner's interest, less the amount of any unpaid assessments or charges due and owing from such unit owner. The objecting unit owner is also entitled to receive from the proceeds of a sale under this Section reimbursement for reasonable relocation costs, determined in the same manner as under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended from time to time, and as implemented by regulations promulgated under that Act.

2. **Eminent Domain and Condemnation.** The property or a portion of the property may be withdrawn from the Declaration in connection with eminent domain proceedings in compliance with the provisions of the Act. Upon the withdrawal of any unit or portion thereof, the percentage of interest in the common elements appurtenant to such unit or portion thereof shall be reallocated among the remaining units on the basis of the percentage of interest of each remaining unit. If only a portion of a unit is withdrawn, the percentage of interest appurtenant

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to that unit shall be reduced accordingly, upon the basis of diminution in market value of the unit, as determined by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining unit owner shall be on an equitable basis, which need not be a unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the common elements, not necessarily including the limited common elements, shall be allocated on the basis of each unit owner's percentage interest therein. The declaration may provide that proceeds available from the withdrawal of any limited common element will be distributed in accordance with the interests of those entitled to their use. The responsibility of a unit owner for the payment of assessments for any unit or portion thereof withdrawn from the condominium shall cease upon the withdrawal. In the event that the Association is named as defendant in an eminent domain proceeding on behalf of all unit owners, then the payment of the proceeds of the eminent domain proceeding attributable to the taking or damaging of the common element shall be according to this, except that where the property taken is solely common elements, the Board shall have the authority to determine not to distribute the proceeds to the unit owners and to retain the proceeds as the Association's funds for use in connection with common expenses, including reserves.

## ARTICLE XI

### REMEDIES FOR BREACH OF COVENANTS RESTRICTIONS AND REGULATIONS

1. Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the board the right, in addition to the rights set forth in the next succeeding section:

(a) to enter upon the property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Trustee, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass, or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

2. Involuntary Sale. If any owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur repeatedly during any 30-day period after written notice or request to cure such violation from the Board, then the Board shall have the power to issue to the defaulting owner a 10-day notice in writing to terminate the rights of the said defaulting owner to continue as an owner and to continue to occupy, use or control his unit and thereupon an action in equity may be filed by the members of the Board against the defaulting owner for a decree of mandatory injunction against the owner or occupant or, in the alternative a decree declaring the termination of the defaulting owner's right to occupy, use or control the unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall

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enjoin and restrain the defaulting owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney's fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the unit ownership and, subject to the Board's rights as provided in paragraph 4(a) of Article VIII hereof, to immediate possession of the unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

## ARTICLE XII

### ASSOCIATION

The association has been incorporated as a non-profit corporation under the laws of the State of Illinois called "Larrabee Court III Association, Inc., and may be incorporated with a name similar thereto, to facilitate administration and operation of the property. Every Owner shall become a member of the corporation, which membership shall terminate upon the sale or other disposition by such member of the unit ownership, at which time the new owner shall automatically become a member therein.

## ARTICLE XIII

### USE OF TECHNOLOGY & ELECTRONIC NOTICE

(a) Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under this Declaration, By-Laws, rules and regulations, any other condominium instrument of the Association, or any provision of the Condominium Property Act may be accomplished using acceptable technological means. This Section shall govern the use of technology in implementing the provisions of any condominium instrument or any provision of that Act concerning notices, signatures, votes, consents, or approvals.

(b) The Association, unit owners, and other persons entitled to occupy a unit may perform any obligation or exercise any right under the Declaration, By-Laws, rules and regulations, any other condominium instrument of the Association, or any provision of the Condominium Property Act by use of acceptable technological means.

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

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(d) Voting on, consent to, and approval of any matter under the Declaration, Bylaws, rules and regulations, any other condominium instrument of the Association, or any provision of the Condominium Property Act may be accomplished by any acceptable technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in non-electronic form.

(e) Subject to other provisions of law, no action required or permitted by the Declaration, By-Laws, rules and regulations, any other condominium instrument of the Association, or any provision of the Condominium Property Act need be acknowledged before a notary public if the identity and signature of the signatory can otherwise be authenticated to the satisfaction of the Board of Managers

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

(g) This Section does not apply to any notices required: (i) under Article IX of the Code of Civil Procedure; or (ii) in connection with foreclosure proceedings in enforcement of any lien rights under this Act.

## ARTICLE XIV

### GENERAL PROVISIONS

1. The Association shall be operated by the Board, and the Board shall not be liable to the Owners for any mistake of judgment or any acts or omissions made in good faith.

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

3. Notices required to be given to said Board or the Association may be delivered to any member of the Board or officer of the Association either personally or by mail addressed to such member or officer at his unit.

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

5. Each Grantee of the Trustee by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Trustee's Deed, 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

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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 owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

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

7. The provisions of Article III, Article VI, Sections 1, 2, 3, 4 and 5 of Article VIII, and this paragraph 7 of Article XIII 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 of Managers, at least three-fourths (3/4ths) of the total vote 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 members of the Board of Managers, the owners having at least three-fourths (3/4ths) 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, not less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no provision in this Declaration may be changed, modified or rescinded to as to conflict with the provisions of the "Condominium Property Act". If any provision in this Declaration or the condominium instruments requires approval of any mortgagee or lienholder of record and the mortgagee or lienholder of record receives a request from the Association to approve or consent to the amendment to the Declaration or other condominium instruments, the mortgagee or lienholder of record is deemed to have approved or consented to the request unless the mortgagee or lienholder of record delivers a negative response to the requesting party within 60 days after the mailing of the request. A request to approve or consent to an amendment to the condominium instruments that is required to be sent to a mortgagee or lienholder of record shall be sent by certified mail.

8. 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.

9. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one years after the death of the survivor of the now living lawful descendants of Kyle G. Bunkered, of Winnetka, Illinois, and John F. Kennedy, late President of the United States.

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

11. In the event title to any residential unit should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder, from time to time, shall be liable for payment of any obligation, lien or indebtedness chargeable or created under this Declaration against such residential unit. No claim shall be made against any such titleholding trustee personally for payment of any claim, lien, or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfers of beneficial interest or in the title to such real estate.

This Amended and Restated Declaration for Larrabee Court III Condominium shall be effective upon filing with the Recorder of Deeds of Cook County, Illinois.

IN WITNESS WHEREOF, the undersigned, being at least two-thirds of the Board of Managers, have hereby executed and adopted this instrument as of this the 5<sup>th</sup> day of May, 2020.

Board of Managers of the Larrabee Court III Condominium

Todd Linn  
Michael G. Borcia  
[Signature]  
Stanislav Kovalski  
[Signature]



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## AFFIDAVIT OF SECRETARY

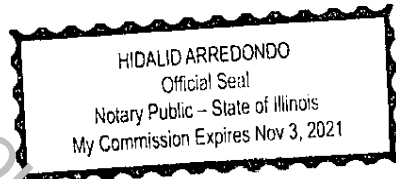
The undersigned, on oath, state that I have personal knowledge of the facts in this Affidavit and could testify to the same if necessary; and further state that I am the Secretary of the Board of Managers of Larrabee Court III Condominium Association, and further certify that foregoing signatures on the Amended and Restated Declaration For Larrabee Court III Condominium represent the signatures of at least two-thirds of the members of the Board of Managers, and that said Board members approved and adopted this instrument at a duly called and noticed meeting of the Board as on the date stated therein.

IN WITNESS WHEREOF, I have sent my hand and seal as the Secretary of this Association on this 05<sup>th</sup> day of May, 2020.

Andrzej Kowalski  
Secretary

SUBSCRIBED AND SWORN to before me  
this 05<sup>th</sup> day of May, 2020:

[Signature]  
NOTARY PUBLIC



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LEGAL DESCRIPTION  
TO  
AMENDED AND RESTATED DECLARATION OF  
CONDOMINIUM FOR LARRABEE COURT III

Parcel 1:

UNITS 1 THROUGH 15 INCLUSIVE IN THE LARRABEE COURT III CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"): CERTAIN LOTS AND PARTS OF LOTS IN RAM AND OTHERS SUBDIVISION, COUNTY CLERK'S DIVISIONS, MUELLER'S SUBDIVISION, ASSESSOR'S DIVISION AND BOELTCHER'S SUBDIVISION OF PARTS OF LOTS 9 THROUGH 16, BOTH INCLUSIVE IN BLOCK 2 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 22, 1972 AND KNOWN AS TRUST NO. 77406, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 24146726, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL

Parcel 2

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS CREATED BY DEED FROM LARRABEE COURT ASSOCIATES TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 22, 1972 AND KNOWN AS TRUST NUMBER 77406, RECORDED JANUARY 4, 1973 AS DOCUMENT 22176471, FOR INGRESS AND EGRESS OF PERSONS AND MOTOR VEHICLES AND THE RIGHT TO CONSTRUCT, PAVE AND MAINTAIN A DRIVEWAY OVER AND THROUGH THE LAND AS DESCRIBED IN SAID DEED, AFORESAID, IN COOK COUNTY, ILLINOIS.

Address	PIN	Address	PIN
1740 N Larrabee	14-33-303-132-1001	1742 N Larrabee	14-33-303-132-1002
1744 N Larrabee	14-33-303-132-1003	1746 N Larrabee	14-33-303-132-1004
1748 N Larrabee	14-33-303-132-1005	1750 N Larrabee	14-33-303-132-1006
1752 N Larrabee	14-33-303-132-1007	1754 N Larrabee	14-33-303-132-1008
1756 N Larrabee	14-33-303-132-1009	1758 N Larrabee	14-33-303-132-1010
1760 N Larrabee	14-33-303-132-1011	1762 N Larrabee	14-33-303-132-1012
1764 N Larrabee	14-33-303-132-1013	1800 N Larrabee	14-33-303-132-1014
1802 N Larrabee	14-33-303-132-1015		

Prepared by &  
MAIL TO: Dickler, Kahn, Slowikowski & Zavell, Ltd.  
85 W. Algonquin Road, Suite 420  
Arlington Heights, IL 60005