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2020 AMENDED AND RESTATED DECLARATION OF  
CONDOMINIUM OWNERSHIP AND BY-LAWS OF  
THE IMPERIAL TOWERS CONDOMINIUM ASSOCIATION

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## TABLE OF CONTENTS

1.	Certain Definitions .....	2
2.	Submission of Property to the Act. ....	5
3.	Plat. ....	5
4.	Units. ....	5
5.(a)	Association of Unit Owners and Administration and Operation of the Property. ....	5
6.	Board's Determination Binding. ....	6
7.	Ownership of the Common Elements. ....	6
8.	Use of the Common Elements. ....	7
9.	Storage Areas. ....	7
10.	Common Expenses. ....	7
11.	Mortgages. ....	8
12.	Separate Real Estate Taxes. ....	8
13.	Insurance. ....	8
14.	Maintenance, Repairs and Replacements. ....	12
15.	Alterations, Additions or Improvements. ....	13
16.	Decorating. ....	13
17.	Encroachments. ....	13
18.	Transfer of a Unit - First Option to Association. ....	14
19.	Use and Occupancy Restrictions. ....	19
20.	Remedies. ....	20
21.	Amendment. ....	22
22.	Notices. ....	22
23.	Severability. ....	23
24.	Perpetuities and Restraints on Alienation. ....	23
25.	Rights and Obligations. ....	23
26.	Land Trustee as Unit Owner. ....	23
27.	Intentionally Omitted. ....	23
28.	Headings. ....	23
EXHIBIT A	LEGAL DESCRIPTION	A-1
EXHIBIT B	PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS SOUTH TOWER 4250 NORTH MARINE DRIVE, CHICAGO, ILLINOIS	B-1
EXHIBIT C	BY-LAWS OF THE IMPERIAL TOWERS CONDOMINIUM ASSOCIATION	C-1

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## 2020 AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS OF THE IMPERIAL TOWERS CONDOMINIUM ASSOCIATION

This 2020 Amended and Restated Declaration of Condominium Ownership and By-Laws of the Imperial Towers Condominium Association is made by the Board of Directors of the Imperial Towers Condominium Association as of this 30 day of December 2020.

### WITNESSETH:

**WHEREAS**, the parcel of real estate situated in the City of Chicago, Cook County, Illinois (hereinafter called the "Parcel") and legally described on Exhibit A attached hereto and by this reference made a part hereof, was submitted to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time (hereinafter called the "Act"); pursuant to the Declaration of Condominium Ownership for the Imperial Towers Condominium Association recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 26, 1977 as Document No. 24165981 (the "Original Declaration") and subsequently amended by: (i) an Amendment to Original Declaration recorded on November 17, 1977 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 24199625; (ii) a Second Amendment to the Original Declaration recorded on November 21, 1978 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 24731141; (iii) an Amendment to the By-Laws recorded on January 9, 1981 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 25731201; (iv) a Third Amendment to the Original Declaration recorded on January 9, 1981 in the Office of the Recorder of Deeds of Cook County, Illinois as Document 25731201; (v) a Fourth Amendment to the Original Declaration recorded on May 16, 1994 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 94437750; (vi) an Amendment to the Original Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois on January 6, 1995 as Document No. 95012444; (vii) a Special Amendment to the Original Declaration recorded on May 2, 2003 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 0312218084; and (viii) a Fifth Amendment to the Original Declaration recorded on July 16, 2019 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 1919722127 (the Original Declaration, as so amended, is hereinafter referred to as the "Declaration"), which established for the benefit of all future Unit Owners or Occupants of the Property, and each part thereof, certain easements and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

**WHEREAS**, the name of the Association is the "Imperial Towers Condominium Association"; and

**WHEREAS**, the several Unit Owners, mortgagees, Occupants, and other Persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times hold their interests subject to, the rights, easements and privileges

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in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspects of residence on the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property; and

**WHEREAS**, the Declaration does not include certain mandatory provisions of the Act and includes provisions that are contrary to those required by the Act; and

**WHEREAS**, Section 27(b)(1) of the Act authorizes the Board, by vote of two-thirds (2/3) of the members thereof, to amend the Declaration to conform to the requirements of the Act and to restate the Declaration to incorporate all amendments to the Original Declaration; and

**WHEREAS**, in excess of two-thirds (2/3) of the members of the Board have voted to amend and restate the Declaration to conform to the requirements of the Act and to incorporate all amendments to the Declaration.

**NOW THEREFORE**, the Board of Directors of the Imperial Towers Condominium Association hereby amends and restates the Declaration to read in full as follows:

1. *Certain Definitions.* As used herein unless the context otherwise requires:
  - (a) "Acceptable Technological Means" includes, without limitation, electronic transmission over the internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability.
  - (b) "Act" means the "Condominium Property Act" of the State of Illinois, as amended from time to time.
  - (c) "Association" means the Imperial Towers Condominium Association, an Illinois not-for-profit corporation.
  - (d) "Board" means the Board of Directors of the Imperial Towers Condominium Association.
  - (e) "Building" means the structural improvements located on the Parcel and forming part of the Property and containing the Units, as shown by the surveys on the respective floors of said structural improvements included in the Plat.
  - (f) "By-Laws" means the By-Laws of the Imperial Towers Condominium Association, attached hereto as Exhibit C and made a part hereof.

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(g) "Commercial Unit" means such Units as designated on the Plat as Commercial Units.

(h) "Common Elements" means all of the Property, except the Units, including, without limitation, the land, foundations, walls, hallways, stairways, entrances and exits, lobby, laundries, swimming pool, party room, receiving rooms, mechanical equipment areas, storage areas, office of the building manager, elevators, basements, boilers, the boiler room, roof, master television antenna system (whether leased or owned), incinerator, pipes, ducts, air conditioner sleeves, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), central heating systems, central cooling systems serving hallways, entrances or lobbies, public utility lines, structural parts of the Building, outside walks and driveways, landscaping and all other portions of the Property except the individual Units. Structural columns located within the boundaries of a Unit shall be part of the Common Elements. Any references to "Common Elements" appearing on the Plat (except references to Limited Common Elements) shall be deemed solely for purposes of general information and shall not be limiting in any way, nor shall any such reference define the Common Elements in any way.

(i) "Condominium Instruments" means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws, and Plat.

(j) "Declaration" means this instrument, as hereafter amended from time to time.

(k) "Electronic Transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

(l) "Limited Common Elements" means all Common Elements contiguous to and serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units either in this Declaration, on the Plat or by the Board. Said Limited Common Elements shall include, but shall not be limited to, pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units, any porches and patios and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows, and entryways, and all associated fixtures and structures therein, as lie outside the Unit boundaries.

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(m) "Majority of the Unit Owners" means the owners of more than fifty percent (50%) of the undivided ownership of the Common Elements. Any specific percentage of Unit Owners means that percentage of Unit Owners who in the aggregate own such specified percentage of the entire undivided ownership of the Common Elements.

(n) "Majority of the members of the Board" means more than 50% of the total number of persons constituting such Board pursuant to the By-Laws. Any specified percentage of the members of the Board means that percentage of the total number of persons constituting such Board pursuant to the By-Laws.

(o) "Meeting of the Board" means any gathering of a quorum of the members of the Board held for the purpose of conducting Board business.

(p) "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

(q) "Parcel" means the parcel or tract of real estate, described above in this Declaration, submitted to the provisions of the Act.

(r) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(s) "Plat" means the plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, said Plat being attached as Exhibit A to the Original Declaration, and as subsequently amended.

(t) "Property" means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

(u) "Record" or "Recording" means to record or the act of recording in the Office of the Recorder of Deeds of Cook County, Illinois.

(v) "Reserves" means those sums paid by Unit Owners which are separately maintained by the Board for purposes specified by the Board or the Condominium Instruments.

(w) "Residential Unit" means any Unit not designated on the Plat as a Commercial Unit.

(x) "Unit" means a part of the Property, including one or more rooms situated on one or more floors of the Building, or a part or parts thereof, so specified as a Unit and listed on Exhibit B, attached hereto, and as set

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

(y) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit and of the undivided interest in the Common Elements appurtenant thereto.

2. *Submission of Property to the Act.* The Property described in Exhibit A was submitted to the provisions of the Act pursuant to the Original Declaration.

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

4. *Units.* The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument shall legally describe a Unit by its identifying number or symbol as shown on the Plat and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

5. (a) *Association of Unit Owners and Administration and Operation of the Property.* There has been formed an Association having the name "Imperial Towers Condominium Association", an Illinois not-for-profit corporation, which Association shall be the governing body for all of the Unit Owners, for the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act, this Declaration and the By-Laws. The By-Laws for the Association shall be the By-Laws attached hereto and made a part hereof. The Board of Directors of the Association shall constitute the Board of Managers provided for in the Act and shall be elected and shall serve in accordance with the provisions of the By-Laws. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Unit Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions of the Declaration and By-Laws. Each Unit Owner shall be a member of the Association so long as he is a Unit Owner. A Unit Owner's membership shall automatically terminate



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when he ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be One Hundred (100) and shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements, as set forth in Exhibit B hereto.

(b) *Management of the Property.* The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board. The cost of such services shall be a Common Expense, as defined in Paragraph 10, below.

(c) *Apartments for Building Personnel.* The Board shall have authority to lease, purchase and mortgage a Unit, Units or other residential quarters for a building manager and engineer. All rental or debt service paid by the Association pursuant to a lease agreement or mortgage shall be a general Common Expense, as defined in Paragraph 10, below.

(d) *Non-Liability of the Directors, Board, and Officers.* Neither the Directors, Board, nor officers of the Association, shall be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Directors, Board, or officers, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the Directors, Board, or officers, and their respective heirs, executors, administrators, successors and assigns in accordance with the provisions of Article VIII of the By-Laws.

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

7. *Ownership of the Common Elements.* Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in Exhibit B attached hereto and made a part hereof as though fully set forth herein. The percentages of ownership interests set forth in Exhibit B have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by recorded amendment to this Declaration consented to in writing by the Unit Owners, in accordance with Paragraph 21 below, except that the owner or owners of Unit One (1) (as that Unit is designated on the Plat) at any time by filing an Amendment to this Declaration amending the Plat and Exhibit B, executed only by the owner or owners and the holder of any recorded lien on



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Unit One (1) may create from Unit One (1) separate units, provided that the total percentage of ownership of the Common Elements allocated to all Units created from Unit One (1) will remain the same as the percentage of ownership of the Common Elements allocated to Unit One (1) in Exhibit B attached hereto and made a part hereof. Each Unit Owner, by acceptance of a deed to his Unit, and each first mortgagee by acceptance of a first mortgage, acknowledges, consents and agrees to any such amendment to this Declaration by the owner or owners of Unit One (1). Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit.

8. *Use of the Common Elements.* Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases made by or assigned to the Board) in common with all other Unit Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend not only to each Unit Owner, but also to his agents, servants, tenants, family members, customers, invitees and licensees. However, each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving such Unit alone or with adjoining Units. Such rights to use the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act, Declaration, By-Laws and rules and regulations of the Association. In addition, the Association shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of the Declaration and By-Laws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe. As long as the Property is subject to the provisions of the Act, the Common Elements shall remain undivided, and no Unit Owner shall bring any action for partition or division of the Common Elements. Any covenant or agreement to the contrary shall be void.

9. *Storage Areas.* The storage lockers of the building shall be part of the Common Elements and shall be allocated and re-allocated, from time to time, to the respective Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe, and lockers not so allocated may be rented in such manner as the Board may prescribe. Each Unit shall be entitled to not less than one (1) locker.

10. *Common Expenses.* Each Unit Owner shall pay his proportionate share of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in conformance with the Declaration and By-Laws (which

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expenses are herein sometimes referred to as "Common Expenses"), including, but not limited to, the maintenance and repair thereof and any and all replacements and additions thereto. Such proportionate share of the Common Expenses for each Unit Owner shall be in accordance with his percentage of ownership in the Common Elements. Payment of Common Expenses, including any prepayment thereof required by contract for sale of a Unit, shall be in such amounts and at such times as determined in the manner provided in the By-Laws. No Unit Owner shall be exempt from payment of his proportionate share of the Common Expenses by waiver or non-use or enjoyment of the Common or Limited Common Elements or by abandonment of his Unit. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof together with interest thereon at the rate of 8% per annum, or such greater percentage as may then be permitted under the law of the State of Illinois, after said Common Expenses become due and payable, shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act, provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner, owned or held by a bank, insurance company, savings and loan association, or other financial institutions or institutional investors except for the amount of the proportionate share of Common Expenses which become due and payable from and after the date on which the said mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security) or files suit to foreclose its mortgage, and causes a receiver to be appointed. This provision shall not be amended, changed, modified or rescinded without the prior written consent of all lien holders of record; provided that, the mortgagee or lien holder of record is deemed to have approved or consented to the request unless the mortgagee or lien holder of record delivers a negative response to the requesting party within sixty (60) days after the mailing of the request.

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

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

13. *Insurance.* The Board shall have the authority to and shall obtain insurance for the Property against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions and against such other hazards as the Board may deem advisable, but no policy of

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insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes the following:

(a) *Property Insurance.* Property insurance (i) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise determined by the Board, the bare walls, floors and ceilings of the Units, (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 ten percent (10%) of the Building's value or \$500,000, whichever is less.

Such insurance must include the Units 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. 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 Units, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by Unit Owners, or any other additions, alterations or upgrades installed or purchased by any Unit Owner.

(b) *General Liability Insurance.* Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Property in a minimum amount of \$1,000,000, or a greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the management agent, and their respective employees and agents and all persons acting as agents. The Unit Owners must be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.

(c) *Fidelity Bond.* 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

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

(d) *Directors and Officers Liability Insurance.* The Board shall 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 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 the Declaration and By-Laws. The coverage required 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 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.

(e) *Workmen's Compensation.* The Board shall obtain workmen's compensation insurance as may be necessary to comply with applicable law.

(f) *Other Coverages.* The Association may carry any other insurance, including but not limited to employment practices, environmental hazards, and equipment breakdown, the Board considers appropriate to protect the Association, the Unit Owners or officers, directors or agents of the Association.

Insurance policies obtained under provisions (a), (b), (c), and (d), above, 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 policy obtained under provision (a), 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 interest 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 or betterments the Association may insure. Unit Owners are not entitled to receive any portion of the

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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.

The premiums for all such insurance stated above shall be a Common Expense. However, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance shall be separately billed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements. 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 Unit Owner or Unit Owners who caused the damage or from whose Unit or Units the damage or cause of loss originated, or (iii) require the Unit Owner or Unit Owners of the Unit or Units affected to pay the deductible amount. If at the time of a loss under any of the Association's policies there is other insurance covering the same property covered by the Association's insurance policy, the Association's insurance policy is primary insurance.

The Board shall retain in safe-keeping any such public liability policy for twenty-three (23) years after the expiration date of the policy.

Each Unit Owner shall be responsible for obtaining his own insurance on the contents of his own Unit and the Limited Common Elements serving his Unit, as well as his additions and improvements thereto, decorating, furnishings and personal property therein, and personal property stored elsewhere on the Property. In addition, in the event a Unit Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that his liability loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the Unit Owners as part of the Common Expenses, as above provided, said Unit Owner may, at his option and expense, obtain additional insurance.

In case of fire or any other disaster the insurance proceeds, if sufficient, to reconstruct the Building, shall be applied to such reconstruction. Reconstruction of the Building means restoring the Building to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

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:

- (a) The Property shall be deemed to be owned in common by the Unit Owners;



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(b) 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;

(c) 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;

(d) 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.

14. *Maintenance, Repairs and Replacements.* Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his own Unit. Maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association. The cost of maintenance of, repairs to and replacements within the Common Elements shall be part of the Common Expenses, subject to the By-Laws, rules and regulations of the Association. However, at the discretion of the Board, maintenance of, repairs to and replacements within the Limited Common Elements may be assessed in whole or in part to Unit Owners benefitted thereby, and, further, at the discretion of the Board, the Board may direct Unit Owners who stand to be benefitted by such maintenance of, repairs to and replacements within the Limited Common Elements to arrange for such maintenance, repairs and replacement in the name and for the account of such benefitted Unit Owners, pay the cost thereof with their own funds, and procure and deliver to the Board such lien waivers and contractor's and sub-contractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

If, due to the act or neglect of a Unit Owner, or of his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Common or Limited Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacement are required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage or such maintenance, repair and replacements, as may be determined by the Association, to the extent not covered by the Association's insurance.

The authorized representatives of the Association, Board or of the Managing Agent with approval of the Board shall be entitled to reasonable access to the individual Units and Limited Common Elements as may be required in connection with the preservation of any individual Unit or Limited Common Elements in the event of an emergency, or in connection with maintenance of or repairs or replacements within the



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Common Elements, Limited Common Elements or maintenance, repairs or replacements of any equipment, facilities or fixtures affecting or serving other Units, Common Elements or Limited Common Elements, or to make any alteration required by any governmental authority.

15. *Alterations, Additions or Improvements.* Except as provided in Paragraph 19 herein, no alteration of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as Common Expenses alterations, additions and improvements of the Common Elements as provided in the By-Laws. Any Unit Owner may make alterations, additions or improvements within the Unit of the Unit Owner without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements or Limited Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

16. *Decorating.* Each Unit Owner, at his own expense, shall furnish and be responsible for all decorating within his own Unit and Limited Common Elements serving his Unit, as may be required from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting and other furnishings and decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floor and ceilings of his Unit, and such Unit Owner shall maintain said interior surfaces in good condition at his sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association, but each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. Decorating of the Common Elements (other than interior surfaces within the Units as above provided and other than of Limited Common Elements) and any redecorating of Units, to the extent such redecorating of Units is made necessary by damage to Units caused by maintenance, repair or replacement of the Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses. The interiors of all windows forming part of a perimeter wall of a Unit shall be cleaned and washed at the expense of the Unit Owner of that Unit.

17. *Encroachments.* If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements, or if any Unit shall actually encroach upon another Unit, as the Common Elements and Units are shown by the surveys comprising the Plat, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved, to the extent of such encroachments, so long as the same shall exist, provided, however, that no such easement shall arise in favor of any Unit Owner if the encroachment interferes with the structural integrity of the Common Elements or Limited Common Elements or the use and enjoyment thereof by other Unit Owners, and provided further that no such easement shall arise in favor of any Unit Owner who creates an encroachment by his intentional, willful or negligent conduct or that of his agent.

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## 18. *Transfer of a Unit - First Option to Association.*

A. *Unrestricted Transfers.* Subject to subparagraph B, below, a Unit Owner may, without restriction under this Declaration, sell, give, devise, lease or otherwise transfer his Unit, or any interest therein, to his spouse, or to his child, parent, brother, sister, grandchild or descendant or to any one or more of them, or to any trustee of a trust, the sole beneficiary of which is the Unit Owner or his spouse, child, parent, brother, sister, grandchild or descendant or any one or more of them. Notice of any such unrestricted transfer shall be given to the Board within five (5) days following consummation of such transfer (unless said Unit is a Commercial Unit).

B. *Limit on Term of Lease; Restrictions on Leasing of Residential Units.* Except for Commercial Units, no Unit, or interest therein, shall be leased by a Unit Owner for a term greater than two (2) years. A copy of every such lease, as and when executed, shall be furnished to the Board. The lessee under every such lease shall be bound by and subject to all of the obligations, under the Declaration and By-Laws, of the Unit Owner making such lease and the lease shall expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of said obligations. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions below with respect to the Association's right of first option shall again apply to said Unit.

Effective January 1, 2019, except as permitted by subsections "i" through "iv" of this paragraph, no Unit Owner may (a) enter into or renew any Occupancy Arrangement (as hereinafter defined) with respect to any Residential Unit, or (b) allow any person who is not a Unit Owner to occupy a Residential Unit pursuant to an Occupancy Arrangement; provided, however, that the Unit Owner of a Residential Unit on December 31, 2018 may continue to enter into or renew Occupancy Arrangements with respect to that Residential Unit and may continue to allow persons who are not Unit Owners to occupy that Residential Unit pursuant to Occupancy Arrangements, for as long as that Unit Owner remains the owner of that Residential Unit. As used herein, "Occupancy Arrangement" means a lease or other agreement or arrangement, whether written or oral, whereby a Unit Owner authorizes a non-Unit Owner third party to have exclusive use and occupancy of a Residential Unit, regardless of the form of consideration, if any, paid, exchanged or otherwise provided between the Unit Owner and the non-Unit Owner third-party.

- i. Less Than 30% of Residential Units Rented. Any Unit Owner who purchases a Residential Unit on or after January 1, 2019 may enter into an Occupancy Arrangement with respect to that Residential Unit upon receipt of written confirmation from the Management Office that the total number of Residential Units then subject to Occupancy Arrangements (other than Family Occupancy

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Arrangements as defined below) is less than Thirty Percent (30%) of all of the Residential Units in the Association.

ii. Hardship. Any Unit Owner who purchases a Residential Unit on or after January 1, 2019 may, upon receipt of the Board's prior written approval, enter into an Occupancy Arrangement with respect to that Residential Unit for a period not to exceed one year if the existence of a Hardship Situation (as hereinafter defined) is demonstrated to the reasonable satisfaction of the Board. In the case of a continuing Hardship Situation, the Board may authorize a Unit Owner to enter into a second Occupancy Arrangement with respect to a Residential Unit for a period not to exceed one additional year. As used herein, a "Hardship Situation" means a situation in which the inability to lease the Residential Unit will subject the Unit Owner to financial hardship.

iii. Family Occupancy Arrangement. Any Unit Owner who purchases a Residential Unit on or after January 1, 2019 may enter into an Occupancy Arrangement with respect to that Residential Unit with his/her parents, spouse, former spouse, civil partner, children (natural or adopted), grandparents, grandchildren, or siblings.

iv. Residential Unit Owned by the Association or in Possession of the Association. The Association may enter into Occupancy Arrangements with respect to any Residential Unit owned by the Association or in possession of the Association.

For purposes of the foregoing paragraph only: (1) the pre-January 1, 2019 Unit Owner of a Residential Unit will be deemed to continue to be the Unit Owner of that Residential Unit notwithstanding any of the following transfers: (a) transfer of ownership of a Residential Unit to a living trust or similar estate planning trust by a pre-January 1, 2019 Unit Owner, for as long as the pre-January 1, 2019 Unit Owner is alive and acting as a trustee under that trust; or (b) transfer of a Residential Unit to a land trust, for as long as the pre-January 1, 2019 Unit Owner is alive and the sole or majority beneficial owner of that land trust; and (2) the sale or transfer of a majority of the ownership or beneficial interest in an entity holding title to a Residential Unit, on a cumulative basis, shall be deemed a transfer of ownership.

C. *Notice to Association of Certain Transfers*. Whenever a Residential Unit Owner shall propose to sell, give, devise, lease or otherwise transfer his Unit, or any interest therein, to any person or entity *other than* a person or entity described in subparagraph A, above, said Unit Owner shall give the Association not less than thirty (30) days prior written notice of the proposed transfer, which notice shall briefly describe the type of transfer proposed by the Unit Owner and shall state the name, address and financial and character references of the

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proposed transferee. The notice shall also include a copy of the proposed lease, contract for sale or other documents, if any, effecting said transfer.

## D. *Association's First Option.*

(a) *If Proposed Transfer is a Sale or Lease.* If a Residential Unit Owner proposes to sell or lease his Unit, or any interest therein, to any person or entity other than a person or entity described in subparagraph A, above, for a period of thirty (30) days following the date notice of said proposed transfer is given to the Association, the Association shall have the first right, at its option, to purchase or lease such Unit from said Unit Owner (the "transferring party") upon the terms described in said notice.

(b) *If Proposed Transfer is a Gift.* If a Residential Unit Owner proposes to make a gift of his Unit, or any interest therein, to any person or entity other than a person or entity described in subparagraph A, above, for a period of thirty (30) days following the date notice of said proposed transfer is given to the Association, the Association shall have the first right, at its option, to purchase such Unit. The price to be paid by the Association for said Unit, or interest therein, shall be agreed upon by said Unit Owner (the "transferring party") and the Association, or, if not promptly agreed upon, shall be determined in accordance with the procedure set forth in subparagraph E, below.

(c) *If Proposed Transfer is Upon the Death of a Unit Owner.* If a Unit Owner dies and under applicable law his Unit, or any interest therein, is subject to a probate proceeding, then during a period of six (6) months after appointment of a personal representative of said deceased Unit Owner, the Association shall have the first right, at its option, to purchase said Unit either from the devisee thereof named in the deceased Unit Owner's will, if any, or from the appointed personal representative of such deceased Unit Owner who is empowered or authorized to sell the Unit (the "transferring party"). However, the foregoing option shall not apply to any such transfer upon the death of a Unit Owner to a person or entity described in subparagraph A, above. The price to be paid by the Association for said Unit, or interest therein, shall be agreed upon by the Association and said transferring party, or, if not promptly agreed upon, shall be determined in accordance with the procedure set forth in subparagraph E, below.

E. *Determination of Disputed Purchase Price.* If the price to be paid by the Association for a Unit or interest therein, pursuant to subparagraph D(b) and (c), above, is not promptly agreed upon, said price shall be equal to the fair market value of the Unit, as determined by an M.A.I. appraiser mutually agreed upon by the transferring party and the Association, and, in the event of no prompt agreement on said appraiser, by a majority decision of three M.A.I. appraisers, one chosen by the transferring party, one chosen by the Association and the third

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chosen by the two appraisers. The cost of said appraiser or appraisers shall be paid one-half by the transferring party and one-half by the Association as a Common Expense.

F. *Election Not to Exercise First Option.* The Board shall have authority, on behalf of and in the name of the Association, to elect not to exercise the Association's first option hereunder, and shall promptly give written notice of said election to the transferring party. Upon receipt of notice of a proposed transfer, the Board shall, within ten (10) days thereafter, hold a meeting of directors or poll all directors for the purpose of voting upon whether the Board shall elect not to exercise the Association's first option hereunder. The Association shall be deemed to have elected not to exercise its first option if either (i) the Association notifies the transferring party that it has elected not to exercise its option, or (ii) the Association fails to notify the transferring party, before expiration of the applicable option period provided herein, that the Association elects to exercise its option.

If the Association elects not to exercise its first option, in the case of a proposed sale, lease or gift of a Unit, the transferring party may proceed to close said proposed transfer any time within forty-five (45) days after said election. Thereafter, said transfer of the Unit, or any interest therein, shall become again subject to the Association's right of first option, as herein provided.

A certificate executed by the President, Vice-President, Secretary or other duly authorized officer of the Association, certifying that the Association, by its Board, has elected not to exercise its first option, shall be conclusive evidence of such election and of a Unit Owner's compliance with the provisions hereof. Such a certificate shall be furnished to a Unit Owner upon his compliance with the provisions hereof, provided the Unit Owner requests such certificate from the Association in writing and pays the Association a reasonable fee for said certificate.

G. *Election to Exercise First Option.* The Board shall have authority to recommend to the Unit Owners that the Association elect to exercise its option. Upon receipt of notice of a proposed transfer, the Board shall, within ten (10) days thereafter, hold a meeting of directors or poll all directors for the purpose of voting upon whether the Board should make such recommendation. In the event the Board decides not to recommend that the Association elect to exercise its option, then notice of the Board's decision shall be promptly given to the transferring party.

In the event the Board shall decide to recommend to the Unit Owners that the Association elect to exercise its option, the Board shall call and hold a meeting of all the Unit Owners, within the twenty (20) days following its determination to recommend such election, for the purpose of voting upon whether the Association will elect to exercise its option. If Unit Owners owning not less than two thirds (2/3) of the total ownership of the Common Elements, by



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affirmative vote at such meeting or by written proxy or consent, elect to exercise the Association's option, then the Board shall promptly give written notice of said election to the transferring party.

The Association shall be deemed to have exercised its option hereunder if it tenders the required sum of money to the transferring party within the applicable option period provided herein.

H. *Association's Right to Purchase at a Judicial Sale.* The Board shall have the power and authority to bid and purchase, for and on behalf of the Association, any Unit, or interest therein, at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for Common Expenses under the Act, or an order or direction of a court, or at any other involuntary sale, upon the consent or approval of Unit Owners owning not less than two thirds (2/3) of the total ownership of the Common Elements. Such consent shall set forth a maximum price which the Board or its duly authorized agent may bid and pay for said Unit.

I. *Financing of Purchase by Association.* The Board shall have authority to make such mortgage arrangements and special assessments proportionately among the respective Unit Owners, and other such financing arrangements, as the Board may deem desirable, in order to close and consummate the purchase or lease of a Unit, or interest therein, by the Association. However, no such financing arrangement may be secured by an encumbrance on any interest in the Property other than the Unit, or interest therein, to be purchased or leased, and the percentage interest in the Common Elements appurtenant thereto.

J. *Miscellaneous.* (a) A transfer or lease of a Unit, or interest therein, by or to the Board or the holder of any mortgage on a Unit which comes into possession of the mortgaged Unit pursuant to remedies provided in such mortgage, or pursuant to foreclosure of such mortgage, or pursuant to a deed (or assignment) in lieu of foreclosure of such mortgage, or a transfer or lease of a commercial unit or an interest therein, shall not be subject to the provisions of this Paragraph 18.

(b) The Association shall hold title to or lease any Unit, pursuant to the terms hereof, in the name of the Association, or a nominee thereof delegated by the Board, for the sole benefit of all Unit Owners. The Board shall have the authority at any time to sell, lease or sublease said Unit on behalf of the Association upon such terms as the Board shall deem desirable, but in no event shall a Unit be sold by the Association unless Unit Owners owning not less than two thirds (2/3) of the total ownership of the Common Elements first authorize the sale.

(c) All notices referred to or required under this Paragraph 18 shall be given in the manner provided in this Declaration for the giving of notices.



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(d) The provisions of this Paragraph 18 with respect to the Association's right of first option shall be and remain in full force and effect until the Property as a whole shall be sold or removed from the provisions of the Act, as provided therein, unless the provisions of this Paragraph 18 are sooner rescinded or amended by the Unit Owners.

(e) The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of this Paragraph 18, for the purpose of implementing and effectuating said provisions.

(f) If any transfer or lease of a Unit is made or attempted without complying with the provisions of this Paragraph 18, such transfer or lease shall be subject to each and all of the rights and options of, and remedies and actions available to, the Association hereunder and otherwise.

(g) In the event of any transfer of a Unit, or any interest therein, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments of the transferor accrued and payable prior to the date of transfer.

19. *Use and Occupancy Restrictions.*(a) Subject to the provisions of the By-Laws, no part of the Property may be used for purposes other than housing and the related common purposes for which the Property was designed. Except for the Commercial Units, each Unit or any two or more adjoining Units used together shall be used as a residence or such other use permitted by this Declaration, and for no other purpose, except that professional and quasi-professional people may use their residence as an ancillary or secondary facility to an office established elsewhere. Commercial Units may be used for any commercial purpose. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; or (c) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions.

(b) That part of the Common Elements separating and located between and exclusively serving two or more adjacent Units used together, (including, without limitation, portions of any hallway and any walls) may be altered to afford ingress and egress to and from such Units and to afford privacy to the Occupants of such Units when using such Common Elements, and that part of the Common Elements so altered may be used by the Unit Owner or Owners of such Units as a licensee pursuant to a license agreement with the Association, provided (a) the expense of making such alterations shall be paid in full by the Unit Owner or Owners making such alteration; (b) such Unit Owner or Owners shall pay in full the expense of restoring such Common Elements to their

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condition prior to such alteration in the event such Units shall cease to be used together, as aforesaid: (c) such alteration shall not interfere with use and enjoyment of the Common Elements (other than the aforesaid part of the Common Elements separating such adjacent units), including without limitation, reasonable access and ingress to and egress from the other Units in the hallway affected by any such alteration.

(c) The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from the respective Units and for such other purposes incidental to use of the Units; provided, however, the garage, the laundry room, party rooms, receiving rooms, storage areas, swimming pool area and other areas designed for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part of all of said Common Elements.

20. *Remedies.* In the event of any violation of the provisions of the Act, Declaration, By-Laws or rules and regulations of the Board or Association by any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) the Association, or its successors or assigns, or the Board, or its agent, shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-Laws, Eviction Act, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to sell the same as hereinafter in this paragraph provided, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of eight percent (8%) per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same, as well as for non-payment of his respective share of the Common Expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property, provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner, except for the amount of the proportionate share of said Common Expenses which become due and payable from and after the date on which the said mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as a security) or files suit to foreclose its mortgage and

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causes a receiver to be appointed. In the event of any such default by any Unit Owner, the Board and the manager or managing agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board. This paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of record of mortgage liens against Units in the Building.

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 any other rights provided for in this Declaration: (a) to enter upon the Unit, or any portion of 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 Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or 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; or (c) to take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

If any Unit Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate the Act, or any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and if such default or violation shall continue for ten (10) days after notice to the Unit Owner in writing from the Board, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Board, then the Board shall have the power to issue to said defaulting Owner a notice in writing terminating the rights of the said defaulting Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit, and thereupon an action in equity may be filed by the Board against said defaulting Owner for a decree of mandatory injunction against such defaulting Owner or Occupant, or in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting 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 determine, except that the court shall enjoin and restrain the said defaulting Owner from reacquiring 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 attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said 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 said defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so

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provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration.

21. *Amendment.* The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing, setting forth such change, modification or rescission, signed by Unit Owners owning not less than three-quarters (3/4) of the total ownership of Common Elements and acknowledged, provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by the secretary of the Association certifying to such mailing is made a part of such instrument.

The change, modification or rescission shall be effective upon recording of such instrument in the office of the Recorder of Deeds of Cook County, Illinois, provided, however, that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

If there is an omission, error, or inconsistency in the Condominium Instruments, such that a provision of the Condominium Instrument does not conform to the Act or to another applicable statute, the Association may correct the omission, error, or inconsistency to conform the Condominium Instrument to the Act or to another applicable statute by an amendment adopted by vote of two-thirds of the Board without a Unit Owner vote.

If an omission or error or a scrivener's error in the Declaration, By-Laws, or other Condominium Instruments is corrected by vote of two-thirds of the members of the Board, the Board upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association filed within thirty (30) days of the Board action shall call a meeting of the Unit Owners within thirty (30) days of the filing of the petition to consider the Board action. Unless a majority of the votes of the Unit Owners of the Association are cast at the meeting to reject the action, it is ratified whether or not a quorum is present.

22. *Notices.* Notices provided for in the Act, Declaration or By-Laws shall be in writing, and shall be addressed to the Association (in care of its Secretary) or Board, or any Unit Owner, as the case may be, at 4250 North Marine Drive, Chicago, Illinois, or at such other address as hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgment of the receipt thereof.

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

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

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

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

26. *Land Trustee as Unit Owner.* In the event title to any Unit is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder shall be considered Unit Owners for all purposes and they shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of any such lien or obligation shall continue to be a charge or lien upon the Unit and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to such Unit.

27. *Intentionally Omitted.*

28. *Headings.* The headings of paragraphs and sections in this Declaration or the By-Laws are for convenience of reference only and shall not in any way limit or define the content or substance of such paragraphs and sections.



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IN WITNESS WHEREOF, pursuant to Section 27(b)(1) of the Illinois Condominium Property Act, the Board of Directors of Imperial Towers Condominium Association, by the affirmative vote of not less than two-thirds (2/3) of the members thereof has authorized the undersigned Board President to execute this Amended and Restated Declaration of Condominium Ownership and By-Laws for the Imperial Towers Condominium Association as of the date first above written and to cause the same to be recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

## IMPERIAL TOWERS CONDOMINIUM ASSOCIATION

By: Beth Gaby  
Its President

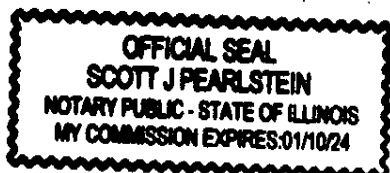
STATE OF ILLINOIS )

COUNTY OF COOK )

Scott J. Pearlstein, a Notary Public in and for the County and State aforesaid, do hereby certify that Beth Gaby, as President of the Imperial Towers Condominium Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he/she signed and delivered the foregoing instrument as his/her own free and voluntary act and as the free and voluntary act of Imperial Towers Condominium Association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of February, 2021.

[Signature]  
NOTARY PUBLIC





# UNOFFICIAL COPY

## **Exhibit "A"** **Legal Description**

THAT PART OF LOT 25 AND ACCRETIONS THERETO LYING WEST OF THE WEST LINE OF LINCOLN PARK AS FIXED AND ESTABLISHED BY DECREE IN CASE 274470 CIRCUIT COURT OF COOK COUNTY, ILLINOIS (PLAT THEREOF RECORDED OCTOBER 11, 1906 AS DOCUMENT 3937332), IN C.U. GORDON'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOTS 5, 6, 23 AND 24 AND VACATED STREET LYING BETWEEN SAID LOTS IN SCHOOL TRUSTEES SUBDIVISION OF FRACTIONAL SECTION 16, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF LOT 7 AND ACCRETIONS THERETO LYING WEST OF THE WEST LINE OF LINCOLN PARK AS FIXED AND ESTABLISHED BY DECREE IN CASE 274470, CIRCUIT COURT OF COOK COUNTY, ILLINOIS (PLAT THEREOF RECORDED OCTOBER 11, 1906 AS DOCUMENT 3937332), IN SCHOOL TRUSTEES SUBDIVISION AFORESAID IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY

## EXHIBIT B

### PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

#### SOUTH TOWER

#### 4250 NORTH MARINE DRIVE, CHICAGO, ILLINOIS

<u>Unit</u>	<u>Percentage of Ownership</u>	<u>Unit</u>	<u>Percentage of Ownership</u>	<u>Unit</u>	<u>Percentage of Ownership</u>	<u>Unit</u>	<u>Percentage of Ownership</u>
301	.142	260	.217	220	.114	1906	.114
401	.142	270	.186	230	.073	2006	.114
501	.142	280	.186	240	.114	2106	.114
601	.179	290	.217	250	.114	2206	.114
701	.179			260	.073	2306	.114
801	.179	303	.061	270	.114	2406	.114
901	.179	403	.061	280	.114	2506	.114
1001	.179	503	.061	290	.073	2606	.114
1101	.179	603	.061			2706	.114
1201	.179	703	.061	305	.061	2806	.114
1301	.179	803	.061	405	.061	2906	.114
1401	.179	903	.061	505	.061		
1501	.179	100	.061	605	.061	307	.111
1601	.179	110	.061	705	.061	407	.111
1701	.179	120	.061	805	.061	507	.111
1801	.179	130	.061	905	.061	607	.111
1901	.179	140	.061	100	.061	707	.111
2001	.179	150	.061	110	.061	807	.111
2101	.179	160	.061	120	.061	907	.111
2201	.179	170	.061	130	.061	1007	.111
2301	.179	180	.061	140	.061	1107	.111
2401	.179	190	.061	150	.061	1207	.111
2501	.179	200	.061	160	.061	1307	.111
2601	.179	210	.061	170	.061	1407	.111
2701	.179	220	.061	180	.061	1507	.111
2801	.179	230	.061	190	.061	1607	.111
2901	.179	240	.061	200	.061	1707	.111
		250	.061	210	.061	1807	.111
302	.141	260	.061	220	.061	1907	.111
402	.141	270	.061	230	.061	2007	.111
502	.141	280	.061	240	.061	2107	.111
602	.186	290	.061	250	.061	2207	.111
702	.186			260	.061	2307	.111
802	.186	304	.114	270	.061	2407	.111
902	.186	404	.114	280	.061	2507	.111
1002	.186	504	.114	290	.061	2607	.111
1102	.186	604	.114			2707	.111
1202	.186	704	.114	306	.114	2807	.111
1302	.186	804	.114	406	.114	2907	.111
1402	.186	940	.114	506	.114		
1502	.186	100	.114	606	.114	308	.114
1602	.186	110	.114	706	.114	408	.114
1702	.217	120	.114	806	.114	508	.114
1802	.217	130	.114	906	.114	608	.114
1902	.217	140	.114	100	.114	708	.114
2002	.217	150	.114	110	.114	808	.114
2102	.186	160	.114	120	.114	908	.114
2202	.186	170	.073	130	.114	1008	.114
2302	.217	180	.073	140	.114	1108	.114
2405	.186	190	.073	150	.114	1208	.114
2502	.186	200	.073	160	.114	1308	.114
		210	.114	170	.114		
				180	.114		

**UNOFFICIAL COPY****EXHIBIT B****PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS****SOUTH TOWER****4250 NORTH MARINE DRIVE, CHICAGO, ILLINOIS**

<u>Unit</u>	<u>Percentage of Ownership</u>	<u>Unit</u>	<u>Percentage of Ownership</u>	<u>Unit</u>	<u>Percentage of Ownership</u>	<u>Unit</u>	<u>Percentage of Ownership</u>
1408	.114	1210	.114	1012	.064	914	.064
1508	.114	1310	.114	1112	.064	1014	.064
1608			.114	1212	.064	1114	.064
1708	.114	1510	.114	1312	.064	1214	.064
1808	.114	1610	.114	1412	.064	1314	.064
1908	.114	1710	.114	1512	.064	1414	.064
2008	.114	1810	.114	1612	.064	1514	.064
2108	.114	1910	.114	1712	.064	1614	.064
2208	.114	2010	.114	1812	.064	1714	.064
2308	.114	2110	.114	1912	.064	1814	.064
2408	.114	2210	.114	2012	.064	1914	.064
2508	.114	2310	.114	2112	.064	2014	.064
2608	.114	2410	.114	2212	.064	2114	.064
2708	.114	2510	.114	2312	.064	2214	.064
2808	.114	2610	.114	2412	.064	2314	.064
2908	.114	2710	.114	2512	.064	2414	.064
		2810	.114	2612	.064	2514	.064
309	.116	2910	.114	2712	.064	2614	.064
409	.116			2812	.064	2714	.064
509	.116	311	.098	2912	.064	2814	.064
609	.116	411	.093			2914	.064
708	.116	511	.098	313	.104		
809	.116	611	.098	413	.104	315	.125
909	.116	711	.098	513	.104	415	.125
1009	.116	811	.098	613	.104	515	.125
1109	.116	911	.098	713	.104	615	.162
1209	.116	1011	.098	813	.104	715	.162
1309	.116	1111	.098	913	.104	815	.162
1409	.116	1211	.098	1013	.104	915	.162
1509	.116	1311	.098	1113	.104	1015	.162
1609	.116	1411	.098	1213	.104	1115	.162
1709	.116	1511	.098	1313	.104	1215	.162
1809	.116	1611	.098	1413	.104	1315	.162
1909	.116	1711	.098	1513	.104	1415	.162
2009	.116	1811	.098	1618	.104	1515	.162
2109	.116	1911	.098	1713	.068	1615	.162
2209	.116	2011	.098	1813	.104	1715	.196
2309	.116	2111	.098	1913	.104	1815	.162
2409	.116	2211	.098	2013	.104	1915	.162
2509	.116	2311	.098	2113	.104	2015	.162
2609	.116	2411	.098	2213	.104	2115	.162
2709	.116	2511	.098	2313	.104	2215	.162
2809	.116	2611	.098	2413	.068	2315	.162
2909	.116	2711	.098	2513	.104	2415	.196
		2811	.098	2613	.104	2515	.162
		2911	.098	2713	.104	2615	.162
310	.114			2813	.068	2715	.162
410	.114			2913	.068	2815	.196
510	.114	312	.064			2915	.196
610	.114	412	.064				
710	.114	512	.064	314	.064	316	.138
810	.114	612	.064	414	.064	416	.138
910	.114	712	.064	514	.064	516	.138
1010	.114	812	.064	614	.064	616	.175
1110	.114	912	.064	714	.064		

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## EXHIBIT B

### PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

#### SOUTH TOWER

4250 NORTH MARINE DRIVE, CHICAGO, ILLINOIS

<u>Unit</u>	Percentage of <u>Ownership</u>
716	.175
816	.239
916	.175
1016	.175
1116	.175
1216	.175
1316	.175
1416	.175
1516	.175
1616	.175
1716	.175
1816	.175
1916	.175
2016	.175
2116	.175
2216	.175
2316	.175
2416	.175
2516	.175
2616	.175
2716	.175
2816	.175
2916	.175

Property of Cook County Clerk's Office

**UNOFFICIAL COPY****EXHIBIT B****PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS****NORTH TOWER****4250 NORTH MARINE DRIVE, CHICAGO, ILLINOIS**

<u>Unit</u>	<u>Percentage of Ownership</u>	<u>Unit</u>	<u>Percentage of Ownership</u>	<u>Unit</u>	<u>Percentage of Ownership</u>	<u>Unit</u>	<u>Percentage of Ownership</u>
321	.138	323	.061	325	.061	327	.109
421	.138	423	.061	425	.061	427	.109
521	.138	523	.061	525	.061	527	.109
621	.175	623	.061	625	.061	627	.109
721	.175	723	.061	725	.061	727	.109
821	.175	823	.061	825	.061	827	.109
921	.175	923	.061	925	.061	927	.109
1021	.175	1023	.061	1025	.061	1027	.109
1121	.175	1123	.061	1125	.061	1127	.109
1221	.175	1223	.061	1225	.061	1227	.109
1321	.175	1323	.061	1325	.061	1327	.109
1421	.175	1423	.061	1425	.061	1427	.109
1521	.175	1523	.061	1525	.061	1527	.109
1621	.175	1623	.061	1625	.061	1627	.109
1721	.175	1723	.061	1725	.061	1727	.109
1821	.175	1823	.061	1825	.061	1827	.109
1921	.175	1923	.061	1925	.061	1927	.109
2021	.175	2023	.061		.061	2027	.109
2121	.175	2123	.061	2125	.061	2127	.109
2221	.175	2223	.061	2225	.061	2227	.109
2321	.175	2323	.061	2325	.061	2327	.109
2421	.175	2423	.061	2425	.061	2427	.109
2521	.175	2523	.061	2525	.061	2527	.109
2621	.175	2623	.061	2625	.061	2627	.109
2721	.175	2723	.061	2725	.061	2727	.109
2821	.175	2823	.061	2825	.061	2827	.109
2921	.175	2923	.061	2925	.061	2927	.109
322	.142	324	.109	326	.109	328	.109
422	.142	424	.109	426	.109	428	.109
522	.142	524	.109	526	.109	528	.109
622	.179	624	.109	626	.109	628	.109
722	.179	724	.109	726	.109	728	.109
822	.179	824	.109	826	.109	828	.109
922	.179	924	.109	926	.109	928	.109
1022	.179	1024	.109	1026	.109	1028	.109
1122	.179	1124	.109	1126	.109	1128	.109
1222	.179	1224	.109	1226	.109	1228	.109
1322	.179	1324	.109	1326	.109	1328	.109
1422	.179	1424	.109	1426	.109	1428	.109
1522	.179	1524	.109	1526	.109	1528	.109
1622	.287			1626	.109	1628	.109
1722	.207	1724	.071	1726	.109	1728	.109
1822	.207	1824	.071	1826	.109	1828	.109
1922	.207	1924		1926	.109	1928	.109
2022	.207	2024	.071	2026	.109	2028	.109
2122	.207	2124	.071	2126	.109	2128	.109
2222	.207	2224	.071	2226	.109	2228	.109
2322	.207	2324	.071	2326	.109	2328	.109
2422	.207	2424	.071	2426	.109	2428	.109
2522	.287		.071	2526	.109	2528	.109
2622	.207	2624		2626	.109	2628	.109
2722	.179	2724		2726	.109	2728	.109
2822	.179	2824	.071	2826	.109	2828	.109
2922	.207	2924	.109	2926	.109	2928	.109

**UNOFFICIAL COPY****EXHIBIT B****PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS****NORTH TOWER****4250 NORTH MARINE DRIVE, CHICAGO, ILLINOIS**

<u>Unit</u>	<u>Percentage of Ownership</u>	<u>Unit</u>	<u>Percentage of Ownership</u>	<u>Unit</u>	<u>Percentage of Ownership</u>	<u>Unit</u>	<u>Percentage of Ownership</u>
329	.111	331	.104	333	.104	335	.133
429	.111	431	.104	433	.104	435	.133
529	.111	531	.104	533	.104	535	.133
629	.111	631	.104	633	.104	635	.170
729	.111	731	.104	733	.104	735	.170
829	.111	831	.104	833	.104	835	.170
929	.111	931	.104	933	.104	935	.170
1029	.111	1031	.104	1033	.104	1035	.170
1129	.111	1131	.104	1133	.104	1135	.170
1229	.111	1231	.104	1233	.104	1235	.170
1329	.111	1331	.104	1333	.104	1335	.170
1429	.111	1431	.104	1433	.104	1435	.170
1529	.111	1531	.104	1533	.104	1535	.170
1629	.111	1631	.104	1633	.071	1635	.196
1729	.111	1731	.104	1733	.104	1735	.170
1829	.111	1831	.104	1833	.104	1835	.170
1929	.111	1931	.104	1933	.104	1935	.170
2029	.111	2031	.104	2033	.071	2035	.196
2129	.111	2131	.104	2133	.071	2135	.196
2229	.111	2231	.104	2233	.104	2235	.170
2329	.111	2331	.104	2333	.071	2335	.196
2429	.111	2431	.104	2433	.104	2435	.170
2529	.111	2531	.104	2533	.104	2535	.170
2629	.111	2631	.104	2633	.071	2635	.196
2729	.111	2731	.104	2733	.104	2735	.170
2829	.111	2831	.104	2833	.104	2835	.170
2929	.111	2931	.104	2933	.104	2935	.170
330	.109	332	.055	334	.061	336	.130
430	.109	432	.055	434	.061	436	.130
530	.109	532	.055	534	.061	536	.130
630	.109	632	.055	634	.061	636	.167
730	.109	732	.055	734	.061	736	.167
830	.109	832	.055	834	.061	836	.167
930	.109	932	.055	934	.061	936	.167
1030	.109	1032	.055	1034	.061	1036	.167
1130	.109	1132	.055	1134	.061	1136	.167
1230	.109	1232	.055	1234	.061	1236	.167
1330	.109	1332	.055	1334	.061	1336	.167
1430	.109	1432	.055	1434	.061	1436	.167
1530	.109	1532	.055	1534	.061	1536	.167
1630	.109	1632	.055	1634	.061	1636	.167
1730	.109	1732	.055	1734	.061	1736	.167
1830	.109	1832	.055	1834	.061	1836	.167
1930	.109	1932	.055	1934	.061	1936	.167
2030	.109	2032	.055	2034	.061	2036	.167
2130	.109	2132	.055	2134	.061	2136	.167
2230	.109	2232	.055	2234	.061	2236	.167
2330	.109	2332	.055	2334	.061	2336	.167
2430	.109	2432	.055	2434	.061	2436	.167
2530	.109	2532	.055	2534	.061	2536	.167
2630	.109	2632	.055	2634	.061	2636	.167
2730	.109	2732	.055	2734	.061	2736	.167
2830	.109	2832	.055	2834	.061	2836	.167
2930	.109	2932	.055	2934	.061	2936	.167



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## EXHIBIT B

### PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS NORTH TOWER 4250 NORTH MARINE DRIVE, CHICAGO, ILLINOIS

<u>Unit</u>	Percentage of <u>Ownership</u>
Unit 1A	1.5585
Unit 1B01 & 02	.2273
Unit 1B03	.3247
Unit 1B04	.3085
Unit 1B05	.1218
Unit 1B06	.0649
Unit 1B07	.0649
Unit 1B08	.0731
Unit 1B09	.0974
Unit 1B10	.1461
Unit 1B11	.0406
Unit 1B12	.0892

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## EXHIBIT "C"

### BY-LAWS OF THE IMPERIAL TOWERS CONDOMINIUM ASSOCIATION

#### ARTICLE I.

##### Members (Unit Owners)

SECTION 1. *Eligibility.* The Members of the IMPERIAL TOWERS CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation, shall consist of the respective Unit Owners of the Property known as the Imperial Towers Condominium, located at 4250 N. Marine Dr., Chicago, Illinois (called "Property"), in accordance with the respective percentages of ownership interest in the Common Elements of the Property owned by the respective Unit Owners (these and other terms are used in these By-Laws as they are defined in the Amended and Restated Declaration of Condominium Ownership for the Imperial Towers Condominium Association, which Declaration is recorded in the office of the Recorder of Deeds of Cook County, Illinois. The words "member" or "members" as used in these By-Laws means and shall refer to "Unit Owner" or "Unit Owners," as the case may be, as defined in the Declaration). If a Unit Owner is a trust, then the member shall be a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, the member may be an officer, partner or employee of such Unit Owner or beneficiary. There shall be only one class of membership.

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

SECTION 3. *Regular Meetings.* The regular annual meeting of the Unit Owners shall be held each year within 30 days of April 15<sup>th</sup>. All such meetings of Unit Owners shall be held at such place in Cook County, Illinois, and at such time as specified in the written notice of such meeting which shall be delivered to all Unit Owners at least ten (10) days prior to the date of such meeting, but no more than thirty (30) days prior to the date of such meeting.

SECTION 4. *Special Meetings.* Special meetings of the Unit Owners may be called by the President or by a majority of the Directors of the Board, or by Unit Owners having at least twenty percent (20%) of the votes entitled to be cast at such meeting. Said special meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) days nor more than thirty (30) days prior to the date of said meeting, stating the date, time and place of said special meeting and the matters to be considered.

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SECTION 5. *Delivery of Notice of Meetings.* Notices of meetings may be delivered either personally or by mail to a Unit Owner at the address given to the Board by said Unit Owner for such purpose, or to the Unit Owner's Unit, if no address for such purpose has been given to the Board. The Board may adopt a rule providing for notices of any meetings of the Owners to be delivered by Electronic Transmission provided that (i) the Unit Owner to whom the notice is delivered has consented to receipt of notices by Electronic Transmission; and (ii) a member of the Board or the Association's property management agent certifies in writing to delivery of such notice by Electronic Transmission.

SECTION 6. *Voting.* The aggregate number of votes for all Unit Owners shall be one hundred (100), and shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements, provided, however, that, if at any time thirty percent (30%) of the Units, by number, possess over fifty percent (50%) of the undivided ownership in the Common Elements, then any percentage vote of the Unit Owner specified in the Act or in this Declaration or these By-Laws shall require the specified percentage by number of Units rather than by percentage of ownership of the Common Elements allocated to Units that would otherwise be applicable.

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 made promptly to the person presiding over the meeting by any of the other owners of the Unit.

A Unit Owner may vote by proxy executed in writing by the Unit Owner or by his duly authorized attorney in fact. The proxy must bear the date of execution and, unless the written proxy itself provides otherwise, is invalid after eleven (11) months from the date of its execution.

The Board may adopt a rule which provides that 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 Electronic Transmission was authorized by the Unit Owner or the Unit Owner's proxy.

The Association may, upon the adoption of a rule at least one hundred twenty (120) days before a Board election, prohibit the use of proxies in Board elections, and provide that Unit Owners may vote only (i) by submitting an Association-issued ballot in person at the election meeting or (ii) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in this Declaration, By-Laws, or by rule. The ballots shall be mailed or otherwise distributed to 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

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twenty-one (21) days' prior written notice of the deadline for inclusion of a candidate's name on the ballots and such 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. Any ballot received by the Association or its designated agent after the close of voting shall not be counted and any Unit Owner who submits a ballot by mail or other means of delivery specified in this Declaration, By-Laws or by rule may request and cast a ballot in person at the election meeting and thereby void any ballot previously submitted by that Unit Owner.

The Association may, upon adoption of a rule at least one hundred twenty (120) days before a Board election prohibit the use of proxies in Board elections, and provide that a Unit Owner may vote only (i) by submitting an Association-issued ballot in person at the election meeting; or (ii) by any Acceptable Technological Means. Instructions regarding the use of electronic means for voting shall be distributed to all Unit Owners not less than ten (10) and not more than thirty (30) days before the election meeting, and the Board shall give Unit Owners not less than twenty-one (21) days' prior written notice of the deadline for inclusion of a candidate's name on the ballots. The deadline shall be no more than seven (7) days before the instructions for voting using electronic or Acceptable Technological Means is distributed to Unit Owners and 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.

If a written petition by Unit Owners with at least twenty percent (20%) of the votes of the Association is delivered to the Board within thirty (30) days after the Board's approval of a rule adopted pursuant to the preceding two paragraphs, the Board shall call a meeting of the Unit Owners within thirty (30) days after the date of delivery of the petition. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the rule, the rule is ratified. If the Board adopts a rule pursuant to the preceding two paragraphs, votes cast by ballot are valid for the purpose of establishing a quorum.

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

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Any proxy distributed for Board elections by the Board must give Unit Owners the opportunity to designate any person as the proxy holder, and must 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.

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.

In the event of a resale of a Unit, the purchaser of a Unit from a seller 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, as amended, 765 ILCS 75/ (e).

The following matters shall be subject to the affirmative vote of not less than two-thirds (2/3) of the votes of the 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.

**SECTION 7. Quorum.** A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding twenty percent (20%) of the votes entitled to be cast at such meeting unless the Unit Owners holding a majority of the percentage interest in the Association provide for a higher percentage, provided that in voting on amendments to the Association's By-Laws, a Unit Owner who is in arrears on the Unit Owner's regular or separate assessments for sixty (60) days or more, shall not be counted for purposes of determining if a quorum is present, but that Unit Owner retains the right to vote on amendments to the Association's By-Laws.

**SECTION 8. Rules of the Meeting.** The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Unit Owners and, in absence of such rules, Robert's Rules of Order shall be used.



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## ARTICLE II.

### Board of Directors

SECTION 1. *Number, Election and Term of Office.* The Board of Directors of the Association (referred to in the Condominium Property Act of the State of Illinois as the "board of managers," and sometimes referred to herein as the "Board") shall consist of twelve (12) members (hereinafter referred to as "Directors"). Directors shall be elected at the regular annual meeting of Association members by the vote of Unit Owners. Those candidates for election as director receiving the greatest number of votes cast either in person or by proxy at the meeting shall be elected. Every director shall hold office for the term of two (2) years and until his successor shall be elected and qualified. Directors may succeed themselves in office. Six (6) Directors shall be elected in even-numbered calendar years and six (6) Directors shall be elected in odd-numbered calendar years.

SECTION 2. *Qualification.* Each Director shall be a Unit Owner (or, if a Unit Owner is a trustee of a trust, a Director may be a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, a Director may be an officer, partner or employee of such Unit Owner or beneficiary). If a Director shall cease to meet such qualifications during his term, he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant.

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

SECTION 4. *Meetings.* At least four (4) regular meetings of the Board shall be held annually, one of which shall be within ten (10) days following the regular annual meeting of Unit Owners. Special meetings of the Board shall be held upon a call by the President or by twenty-five percent (25%) of the Board on not less than forty-eight (48) hours' notice in writing to each Director, delivered personally or by mail or Acceptable Technological Means, unless the Director waives notice of the meeting.

Notice of every meeting of the Board shall be posted in entranceways, elevators, or other conspicuous places in the Building at least forty-eight (48) hours prior to the meeting of the Board. Notice of every meeting of the Board shall also be given at least forty-eight (48) hours prior to the meeting to each Unit Owner who has provided the Association with written authorization to conduct business by Acceptable Technological Means; provided however, that each Unit Owner shall receive notice, in the same manner as is provided herein for membership meetings, of any meeting of the

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Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment.

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 action is probable or imminent, (ii) discuss the appointment, employment, engagement or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) interview a potential employee, independent contractor, agent, or other provider of goods and services, (iv) discuss violations of rules and regulations of the Association, (v) discuss a Unit Owner's unpaid share of Common Expenses, or (vi) consult with the Association's legal counsel. Any vote on these matters shall take place at a meeting of the Board or a portion thereof open to any Unit Owner.

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

Directors 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. Such participation constitutes attendance and presence in person at the meeting.

SECTION 5. *Removal.* Any Director may be removed from office for cause by the vote of two-thirds (2/3) of the total undivided ownership of the Common Elements.

SECTION 6. *Compensation.* Directors shall receive no compensation for their services as directors, unless expressly provided for in resolutions duly adopted by the Unit Owners.

SECTION 7. *Quorum.* A majority of the directors shall constitute a quorum.

SECTION 8. *Powers and Duties.* The Board shall exercise for the Association all powers, duties and authority vested in the Association by law except for such powers, duties and authority reserved by law to the members of the Association. The powers and duties of the Board shall include, but shall not be limited to, the following:

- (a) to provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements.
- (b) to prepare, adopt and distribute the annual budget for the Property.

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- (c) to levy and expend assessments.
- (d) to collect assessments from Unit Owners.
- (e) to provide for the employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the common elements. The Board may engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve.
- (f) to obtain adequate and appropriate kinds of insurance.
- (g) to own, convey, encumber, lease, and otherwise deal with Units conveyed to or purchased by it.
- (h) to adopt and amend rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall be given to owners not less than ten (10) days nor more than thirty (30) days prior to the meeting and shall contain the full text of the proposed rules and regulations. No rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, including, but not limited to, the free exercise of religion, nor may any rules or regulations conflict with the provisions of the Act or the Condominium Instruments. No rule or regulation shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a Unit.
- (i) to keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.
- (j) To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to other Units.
- (k) to pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the Property.
- (l) to impose charges for late payment of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines

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for violation of the Declaration, By-Laws, and rules and regulations of the Association.

- (m) by a majority vote of the entire Board, to assign the right of the Association to future income from Common Expenses or other sources, and to mortgage or pledge substantially all of the remaining assets of the Association.
- (n) to record the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners.
- (o) to record the granting of an easement for the laying of cable television or high speed Internet cable where authorized by the Unit Owners; and to obtain, if available and determined by the Board to be in the best interests of the Association, cable television or bulk high speed Internet service for all of the Units 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.
- (p) to seek relief on behalf of all Unit Owners from or in connection with the assessment or levying of real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body.
- (q) to reasonably accommodate the needs of a Unit Owner who is a person with a disability as required by the federal Civil Rights Act of 1968, the Human Rights Act and any applicable local ordinances in the exercise of its powers with respect to the use of Common Elements or approval of modifications in an individual Unit.
- (r) to accept service of a notice of claim for purposes of the Mechanics Lien Act on behalf of each respective member of the Association with respect to improvements performed pursuant to any contract entered into by the Board and to distribute the notice to the Unit Owners within seven (7) days of the acceptance of the service by the Board. The service shall be effective as if each individual Unit Owner had been served individually with notice.
- (s) to adopt and amend rules and regulations (1) authorizing electronic delivery of notices and other communications required or contemplated by the Act and the Condominium Instruments to each Unit Owner who provides the Association with written authorization for electronic delivery and an electronic address to which such communications are to be electronically transmitted; and (2) authorizing each Unit Owner to designate an electronic address or a U.S. Postal Service address, or both,

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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 the Act or the Condominium Instruments.

- (t) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;
- (u) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;
- (v) to enter into any agreement or arrangement for premises suitable for use as custodian apartments, upon such terms as the Board may approve;
- (w) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Unit Owners (as said majority is defined in Paragraph 1(n) of the Declaration), as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;
- (x) to bid and purchase, for and on behalf of the Association, any Unit, or interest therein, at a sale pursuant to a foreclosure of the lien for Common Expenses under the Act, or an order or direction of a court, or at any other private or public sale, upon the consent or approval of Unit Owners owning not less than two-thirds (2/3) of the total ownership of the Common Elements, provided that such consent shall set forth a maximum price which the Board or its duly authorized agent may bid and pay for said Unit;
- (y) to make such mortgage arrangements and special assessments proportionately among the respective Unit Owners, and other such financing arrangements, as the Board may deem desirable, in order to close and consummate the purchase or lease of a Unit, or interest therein, by the Association, provided, however, that no such financing arrangement may be secured by an encumbrance on any interest in the Property other than the Unit, or interest therein, to be purchased, and the percentage interest in the Common Elements appurtenant thereto;
- (z) to ratify and confirm actions of the members of the Board taken in response to an emergency, as that term is defined in Article IV Section 5 of these Bylaws. The Board shall give notice to the Unit Owners of: (i) the occurrence of the emergency event within seven (7) business days after the emergency event, and (ii) the general description of the actions taken to address the event within seven (7) days after the emergency event; and
- (aa) to exercise all other powers and duties of the Board or Unit Owners as a group referred to in the Condominium Property Act of the State of Illinois, and all powers and duties of a Board referred to in the Declaration or these By-Laws.



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SECTION 9. *Non-Delegation.* Nothing in this Article or elsewhere in these By-Laws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the Unit Owners.

## ARTICLE III.

### Officers

SECTION 1. *Designation.* At each regular annual meeting, the Directors present at said meeting shall elect the following officers of the Association by a majority vote:

- (a) a President, who shall be a Director and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association;
- (b) a Secretary, who shall keep the minutes of all meetings of the Board and of the Unit Owners, who shall be designated as the officer to mail and receive notices served by or upon the Association, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the Managing Agent;
- (c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported;
- (d) such additional officers as the Board shall see fit to elect.

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

SECTION 3. *Term of Office.* Each officer shall hold office for the term of one year and until his successor shall have been appointed or elected and qualified, provided that any officer may succeed himself.

SECTION 4. *Vacancies.* Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of said Board. Any Director so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by vote of two-thirds (2/3) of the total membership of the Board at a special meeting thereof.

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

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## ARTICLE IV.

### Assessments

SECTION 1. *Annual Budget.* The Board shall cause to be prepared and distributed a detailed proposed annual budget for each fiscal year of the Association. Such budget shall set forth with particularity all anticipated Common Expenses by category, including but not limited to salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and all other Common Expenses, as well as all anticipated assessments and other income. The annual budget shall set forth each Unit Owner's proposed common expense assessment. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual budget shall also take into account the estimated net available cash income for the year from the lease, operation or use of the Common Elements. The annual budget shall provide for reasonable Reserves for capital expenditures and deferred maintenance for repair or replacement of the Common Elements. To determine the amount of Reserves, the Board shall take into consideration the following: (i) the repair and replacement cost and the estimated useful life, of the Property, including but not limited to structural and mechanical components, surfaces of the Building and Common Elements, and energy systems and equipment; (ii) the current and anticipated return on investment of Association funds; (iii) any independent professional reserve study which the Association may obtain; (iv) the financial impact on Unit Owners and the market value of the Units, of any assessment increase needed to fund Reserves; and (v) the ability of the Association to obtain financing or refinancing. The Board shall give each Unit Owner not less than ten (10) nor more than thirty (30) days' written notice of any meeting of the Board concerning the adoption of the proposed Annual Budget.

SECTION 2. *Assessments.* The proposed annual budget for each fiscal year shall be adopted by the Board, and copies thereof shall be furnished by the Board to each Unit Owner not later than twenty-five (25) days prior to such adoption, together with an indication of which portions are intended for Reserves, capital expenditures or repairs or payment of real estate taxes. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the Common Expenses, one-twelfth (1/12) of his proportionate share of the Common Expenses for such year as shown by the annual budget. Such proportionate share for each Unit Owner shall be in accordance with his respective ownership interest in the Common Elements as set forth in Exhibit B of the Declaration. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Unit Owner shall pay his monthly assessment on or before the first day of each month to the Managing Agent or as may be otherwise directed by the Board. No Unit Owner shall be

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relieved of his obligation to pay his assessment by abandoning or not using his Unit, the Common Elements, or the Limited Common Elements. The Association shall have no authority to forbear the payment of assessments by any Unit Owner.

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

SECTION 4. *Annual Report.* Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, but in any event within one hundred twenty (120) days, the Board shall cause to be furnished to each Unit Owner a statement for such year so ended, showing an itemized accounting of the Common Expenses for the preceding year actually incurred and paid, together with an indication of which portions were for Reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus Reserves, and such other information on the Board shall deem desirable. At the end of the Association's fiscal year and after the Association has approved any end-of-year fiscal audit, 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: (1) contribute the surplus to the Association's reserve fund; (2) return the surplus to the Unit Owners as a credit against the remaining monthly assessments for the current fiscal year; (3) return the surplus to the Unit Owners in the form of a direct payment to the Unit Owners; or (4) 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 twenty percent (20%) of the Unit Owners of the Association deliver a petition objecting to the action under this Article IV, Section 4 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 than the option selected by the Board. Unless a majority of the total votes of Unit Owners are cast at the meeting to reject the Board's selection and select a different option, the Board's decision is ratified. The Association shall use Generally Accepted Accounting Principles in fulfilling its obligations under this Article IV, Section 4.

SECTION 5. *Supplemental Budget.* In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses and limited Common Expenses

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for the remainder of such year, or if there shall be any non-recurring Common Expenses or any Common Expenses not set forth in the annual budget as adopted, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget, subject, nevertheless, to the following rules: Any non-recurring Common Expense or limited Common Expense, any Common Expense or limited Common Expense not set forth in the budget as adopted, and any increase over the amount adopted in the annual budget shall be separately assessed against all Unit Owners. Each Unit Owner shall receive notice, in the same manner as is provided for Unit Owner meetings, of any meeting of the Board to adopt a separate (special) assessment. Except as provided 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 one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within twenty-one (21) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or separate assessment, it is ratified. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to the Unit Owner approval and veto provisions above. 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. Assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of two-thirds (2/3) of the total votes of all Unit Owners. The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

SECTION 6. *Expenditures.* Except for expenditures and contracts specifically authorized by the Declaration and By-Laws, the Board shall not approve any expenditure in excess of Twenty Five Thousand Dollars (\$25,000) unless required for emergency repair, protection or operation of the Common Elements or Limited Common Elements, nor enter any contract for more than five (5) years without the prior approval of two-thirds (2/3) of the total ownership of the Common Elements; provided, however, such limit on expenditures shall not apply 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

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as defined in Section 5, above, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within twenty-one (21) days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the expenditure. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified.

**SECTION 7. *Lien.*** It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses and limited common expenses, as provided in the Declaration, and as assessed in the manner herein provided.

If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses, limited common expenses, the amount of any unpaid fine when due, late charges, reasonable attorneys' fees incurred enforcing the covenants of the Condominium Instruments, rules and regulations of the Board or any applicable statute or ordinance, and costs of collections, the amount thereof together with interest thereon at the rate of 8% per annum or such greater percentage as may then be permitted under the laws of the State of Illinois, shall constitute a lien, as provided in the Act, enforceable by the Board, on the interest of such Unit Owner in the Property, prior to all other liens and encumbrances, recorded or unrecorded, except only (a) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of the State of Illinois and other State or federal taxes which by law are a lien on the interest of the Unit Owner prior to preexisting recorded encumbrances thereon and (b) the lien of any prior recorded mortgage held by an insurance company, bank, savings and loan or other financial institution or institutional investors on the interest of such Unit Owner, except for the amount of the proportionate share of Common Expenses and limited common expenses which are due and payable from and after the date on which such mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security), files suit to foreclose its mortgage or causes a receiver to be appointed. The provisions of this Section 7 shall not be amended, changed, modified or rescinded in any way without the prior written consent of all such lien holders of record; provided that, the mortgagee or lien holder of record is deemed to have approved or consented to the request unless the mortgagee or lien holder of record delivers a negative response to the requesting party within sixty (60) days after the mailing of the request.

A lien for Common Expenses shall be in favor of the members of the Board and their successors in office and shall be for the benefit of all other Unit Owners. Notice of the lien may be recorded by the Board. Upon the recording of such notice the lien may be foreclosed by an action brought in the name of the Board in the same manner as a mortgage of real property. In the event of any default by any Unit Owner, his tenant, invitee or guest in the performance of his obligations under the Act or under the Declaration, By-Laws, or the rules and regulations of the Board, the Board or its agents shall have such rights and remedies as provided in the Act or Condominium Instruments including the right to maintain an action for possession against such defaulting Unit Owner or his tenant for the benefit of all the other Unit Owners in the



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manner prescribed by Article IX of the Code of Civil Procedure. Any attorneys' fees incurred by the Association arising out of a default by any Unit Owner, his tenant, invitee, or guest in the performance of any of the provisions of the Condominium Instruments, rules and regulations, or any applicable statute or ordinance shall be added to, and deemed a part of, his respective share of the Common Expense. The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Condominium Property Act, the Eviction Act, the Declaration or these By-Laws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

The purchaser of a Unit at a judicial foreclosure sale, or a mortgagee who receives title to a Unit by a deed in lieu of foreclosure or judgment by common law strict foreclosure or otherwise takes possession pursuant to court order under the Illinois Mortgage Foreclosure Law, shall have the duty to pay the Unit's proportionate share of the Common Expenses for the Unit assessed from and after the first day of the month after the date of the judicial foreclosure sale, delivery of the deed in lieu of foreclosure, entry of a judgment in common law strict foreclosure, or taking of possession pursuant to such court order. Such payment confirms the extinguishment of any lien created above by virtue of the failure or refusal of a prior Unit Owner to make payment of Common Expenses, where the judicial foreclosure sale has been confirmed by order of court, a deed in lieu thereof has been accepted by the lender, or a consent judgment has been entered by the court.

The purchaser of a Unit at a judicial foreclosure sale, other than a mortgagee, who takes possession of a Unit pursuant to a court order or a purchaser who acquires title from a mortgagee shall have the duty to pay the proportionate share, if any, of the Common Expenses for the Unit which would have become due in the absence of any assessment acceleration during the six (6) months immediately preceding institution of an action to enforce the collection of assessments and which remain unpaid by the owner during whose possession the assessments accrued. If the outstanding assessments are paid at any time during any action to enforce the collection of assessments, the purchaser shall have no obligation to pay any assessments which accrued before he or she acquired title.

**SECTION 8. *Records and Statement of Account.*** The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements and Limited Common Elements, specifying and itemizing the Common Expenses and limited Common Expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

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



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

SECTION 10. *Holding of Funds.* All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) 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".

## ARTICLE V.

### Use and Occupancy Restrictions

SECTION 1. *General.* No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

Each Unit Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit which may increase the cost or cause the cancellation of insurance on other Units or on the Common Elements. No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible from the outside of his Unit (other than draperies, curtains, or shades of a customary nature and appearance, subject to the rules and regulations of the Board ), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's direction. The foregoing restrictions as to use and occupancy shall not be construed to prohibit a Unit Owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a patio which is a Limited Common Element appurtenant to his Unit, or as prohibiting a Unit Owner from attaching a religiously mandated object to the front-door area of his or her Unit. No owner of a Unit shall display, hang, store or use any sign outside his Unit, in a hallway or elsewhere, or which may be visible from the outside of his Unit, without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's direction.

The foregoing restrictions as to use and occupancy shall not be construed to prohibit a Unit Owner from displaying an American flag or a military flag, or both, on

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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. 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 an American flag and the Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the 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.

An owner of a Commercial Unit may display, hang, store or use any sign written or on the outer perimeter of his Commercial Unit provided that said sign is in compliance with all applicable ordinances and is consistent with the character of the Building.

SECTION 2. *Animals.* No animals shall be raised, bred or kept in any Unit, except for dogs, household cats and small birds owned as household pets by a Unit Owner, provided that said pet is not kept for any commercial purpose, and provided that said pet shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board, and provided that said pet shall not in the judgment of the Board constitute a nuisance to others.

SECTION 3. *Trash.* Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations of the Board.

SECTION 4. *Storage.* Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in the corridors, hallways, lobby or other common areas, except in the common storage area and in the storage locker specifically designated for the respective Unit Owner by the Board or by the Managing Agent acting in accord with the Board's direction.

SECTION 5. *Wiring.* No Unit Owner shall overload the electrical wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board or the prior written consent of the Managing Agent, given in accord with the Board's direction.

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## ARTICLE VI.

### Contractual Powers

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

## ARTICLE VII.

### Amendments

These By-Laws may be amended or modified from time to time by action or approval of three-quarters (3/4) of the total ownership of the Common Elements. Such amendments shall be deemed effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois.

## ARTICLE VIII.

### Indemnification

**SECTION 1. General.** The Association shall indemnify and hold harmless each of its Directors and officers, each member of any committee appointed pursuant to the By-Laws of the Association, and the Board against all contractual and other liabilities to others arising out of contracts made by or other acts of such Directors, Board, officers, committee members on behalf of the Unit Owners, or arising out of their status as Directors, Board, officers, or committee members unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all counsel or other professional fees, amounts of judgments paid and amounts paid in settlement and other costs and expenses of any nature whatsoever, reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such Director, officer, Board, or committee member may be involved by virtue of such persons being or having been such Director, officer, Board, or committee member; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such Director, officer, Board, or committee member, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not

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reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such Director, officer, Board, or committee member.

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

SECTION 3. *Advance Payment.* Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article VIII.

SECTION 4. *Miscellaneous.* The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article, provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the Directors, Board, officers, or members of such committees, or out of the aforesaid indemnity in favor of the Directors, Board, officers, or members of such committees, shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Every agreement made by the Directors, Board, officers, or members of such committees, or by the Managing Agent on behalf of the Unit Owners shall provide that the Directors, Board, officers, members of such committees, or the Managing Agent, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board of Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be a member of the Board of Directors, officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity.

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## ARTICLE IX.

In addition to, and in furtherance of, the powers referred to in these By-Laws, the Association shall have all the powers permitted to be exercised by not-for-profit Corporations under the Illinois General Not-For-Profit Corporation Act.

## ARTICLE X.

### Definition of Terms

The terms used in these By-Laws, to the extent they are defined therein, shall have the same definition as set forth in the 2020 Amended and Restated Declaration of Condominium Ownership and By-Laws for the Imperial Towers Condominium Association, which Declaration is recorded in the office of the Recorder of Deeds of Cook County, Illinois.

The term "member," as used in these By-Laws, means "Unit Owner" as defined in the Declaration.

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