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when recorded mail to:
Jordan M. Cramer
Law Offices of Jordan M. Cramer
5225 Old Orchard Rd., Suite 25C
Skokie, Illinois 60077

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**AMENDED AND RESTATED DECLARATION
OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS,
RESTRICTIONS AND COVENANTS FOR THE
710 OAKTON CONDOMINIUMS**

Street Address: 710 Oakton St., Evanston, Illinois

Permanent Index Numbers:

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This Amended and Restated Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for the 710 Oakton Condominiums is made and entered into as of December 14, 2020, by the Board of Managers of the 710 Oakton Association ("Association"):

WITNESSETH:

WHEREAS, the Board of Managers of the Association ("Board") administers certain real estate, hereinafter described, in Evanston, Cook County, Illinois; and

WHEREAS, the Property is subject to that certain Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for the 710 Oakton Condominiums recorded with the Recorder of Cook County, Illinois on April 5, 1999, as document number 99323035, (the "Declaration"); and,

WHEREAS, the Property hereby submitted to the provisions of the Act is legally described as in Exhibit A to the original Declaration; and,

WHEREAS, Section 27(b)(1) of the Illinois Condominium Property Act (the "Act"), 765 ILCS 605/27, provides for a procedure for amending the Declaration to correct omissions and other errors in the Declaration and/or to bring the Declaration into compliance with the requirements of the Illinois Condominium Property Act, and provides that an Amended and Restated Declaration pursuant to Section 27(b)(1) of the Act may be adopted by a vote of two-thirds (2/3) of the members of the Board; and

WHEREAS, provisions of the Act establish certain requirements which the Association is required by law to follow, and with which the present Declaration is in conflict; and

WHEREAS, this Amended and Restated Declaration resolves any conflicts, comports with the requirements of the Act and has been approved by at least two-thirds (2/3) of the members of the Board at a duly called meeting held on December 14, 2020; and

NOW, THEREFORE, in furtherance of the foregoing Recitals, the Original Declaration is hereby amended and restated in accordance with the following:

ARTICLE I

DEFINITIONS

Certain words and terms used in this Declaration are defined as follows:

1. Act: The Illinois Condominium Property Act, as amended from time to time.
2. Board: The board of managers of the Association as constituted at any time and from time to time.

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3. **Building:** all structures, attached or unattached, containing one or more Units.
4. **By-Laws:** The By-Laws of the Association, attached hereto as Exhibit C.
5. **Common Elements:** all portions of the Property except the Units, including Limited Common Elements unless otherwise specified.
6. **Common Expenses:** the proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board of Managers of the Unit Owners' Association.
7. **Condominium Instruments:** All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and Plat.
8. **Declaration:** the instrument by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as from time to time amended.
9. **Limited Common Elements:** a portion of the Common Elements, if any, so designated in the Declaration as being reserved for the use of a certain Unit or Units to the exclusion of other Units.
10. **Maintenance Fund:** All monies collected or received by the Association pursuant to the provisions of the Condominium Instruments.
11. **Majority of Unit Owners:** the owners of more than one-half ($\frac{1}{2}$) in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership.
12. **Occupant:** A person or persons, other than a Unit Owner, in possession of one or more Units.
13. **Parcel:** the parcel or tract of real estate, described in this Declaration, submitted to the provisions of the Act.
14. **Person:** a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property. Persons shall be referred to herein as "his" "her" "its" and sometimes collectively as "their" or "theirs".
15. **Plat:** the plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, which may consist of a three-dimensional horizontal and vertical delineation of all such Units, said Plat being attached hereto as Exhibit A and by this reference made a part hereof and recorded simultaneously with the recording of this Declaration.
16. **Property:** all the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the building and all easements, rights and appurtenances belonging thereto, and all fixtures and

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equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of this Act.

17. **Reserves:** those sums paid by Unit Owners which are separately maintained by the Board of Managers for purposes specified by the Board of Managers or the condominium instruments.

18. **Unit:** a part of the Property designed and intended for any type of independent use.

19. **Unit Owner:** the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit.

20. **Unit Owners' Association or Association:** the association of all Unit Owners, acting pursuant to By-Laws through its duly elected Board of Managers.

21. **Voting Member:** means the person entitled to exercise all voting power in respect to each Unit Ownership.

ARTICLE II **PROPERTY & UNITS**

1. **Submission of Property to Provisions of Act.** The Property is hereby submitted to the provisions of the Act.

2. **Description of Units.** All Units located on the Property are delineated on the survey, a copy of which is attached hereto and incorporated herein and made a part of the Declaration as if fully set forth herein and marked Exhibit "A", and are legally described as follows: Units 101, 102, 103, 106, 107, 201, 202, 203, 204, 205, 206, 207, 301, 302, 303, 304, 305, 306, 307, 401, 402, 403, 404, 405, 406, 407, in the 710 Oakton Condominium in Lot 1 in plat of consolidation of the West 12-1/2 feet of Lot 2, all of Lot 3 and 4 and the East 25 feet of Lot 5 in Block 6 in Merrill Ladd's Addition to Evanston, said addition being a subdivision of the North 13.49 acres of that part South of the North 48 links East of Ridge Road of the North West 1/4 of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth and identified as a Unit in the delineation thereof in Exhibit "A". The legal description of each Unit shall consist of the identifying number or symbol of such Unit followed by the legal description of the Property, as set forth herein. Except as provided by the Act, no Unit owner shall, by deed, plat or otherwise, subdivide or in any other manner cause the Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit "A".

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3. Certain Structures Not Constituting Part of a Unit. No structural components of the building, and no pipes, wires, conduits, public utility lines, ducts, flues and shafts situated within a Unit and forming part of any system serving one or more other Units, or the Common Elements, shall be deemed part of said Unit.

ARTICLE III

COMMON ELEMENTS

1. Description: Except as otherwise in the Declaration provided, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, outside walks and driveways, landscaping, stairways, entrances and exits, halls, lobby, corridors, basement, roof, structural parts of the building, component parts of walls, floors and ceilings and pipes, ducts, flues, shafts and public utility lines servicing the Common Elements of more than one Unit.

2. Ownership of the Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Unit Owners of the Property, and, except as otherwise limited in the Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his/her Unit for such uses permitted by this Declaration, which right shall be appurtenant to and run with his/her Unit. Such right shall extend to each Unit Owner, and the agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner's interest shall be expressed by a percentage amount and, once determined, shall remain constant and may not be changed without unanimous approval of all Unit Owners, unless hereafter changed by recorded amendment to this Declaration consented to in writing by all Unit Owners. The Trustee has so determined each Unit's corresponding percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto and incorporated herein as if fully set forth herein, and each Unit Owner accepts such determination.

3. Limited Common Elements. Except as otherwise provided in this Declaration, the Limited Common Elements shall consist of all portions of the Common Elements set aside and allocated for the restricted use of particular Units. Without limiting the generality of the foregoing, the Limited Common Elements shall include the following: windows appurtenant to the Unit; and any patio, terrace or balcony, direct access to which is provided from a Unit and which is located outside of and adjoining such Unit, the two garage spaces, the twenty-five parking areas, and the twenty-six storage spaces.

4. Assignment of Limited Common Elements. Any patios, terraces or balconies are assigned to the Unit which they adjoin and from which direct access to such patios, terraces or balconies may be obtained.

5. Parking Garages, Parking Areas and Storage Spaces.

a. The legal description of each of the two parking garages, the twenty-five parking spaces, and the twenty-six storage spaces as limited common elements (parking

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and storage areas) shall consist of the identifying symbol of such parking garages, parking areas, and storage areas as shown on Exhibit A and every such description shall be deemed sufficient for all purposes. Each deed to a Unit Owner shall include said Unit Owner's identified and allocated parking garage and/or parking area, and allocated storage space. The Unit Owner to whom said parking garage or parking area has been allocated shall have, as a right and benefit appurtenant to their ownership of such Unit, that certain parking area as set forth in Exhibit A for their perpetual and exclusive use to park automobiles or other purpose permitted by the Association. The Association shall regulate permitted storage in the storage areas, except that no toxic or hazardous, or flammable substances shall be stored therein. Each deed, lease, mortgage or other instrument purporting to affect said Unit without also including reference to the parking and storage area appurtenant thereto shall be deemed to include said parking and storage areas and the perpetual and exclusive use thereof even though not expressly mentioned or described therein.

b. Unit Owners may exchange or sell pursuant to Section 26 of the Act upon recording of any appropriate document or lease to another Unit Owner or occupant while occupying a Unit any of the parking areas appurtenant to their Units. Upon the sale of said parking area to another Unit Owner, and upon the recording of an appropriate document, said parking area shall then become appurtenant to the Unit of the Purchaser. Only a Unit Owner or an occupant may have any interest in and to a parking space for any purpose unless permission is given in writing by a majority of the Unit Owners.

c. All parking garages and the parking areas shall be subject to such reasonable rules and regulations as may be established by the Association.

ARTICLE IV

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

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

2. Easements.

a. Encroachments. If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any portion of the Common Elements or any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of any building, a valid mutual easement shall exist in favor of the owners of

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the Common Elements and the respective Unit Owners involved, to the extent of the encroachment. A valid easement shall not exist in favor of any Unit Owner who creates an encroachment by his/her intentional, willful or negligent conduct or that of his/her agent.

b. Utility Easements. The local telephone communications provider, Commonwealth Edison Company, and all other public utilities serving the Property, including cable TV and quasi-public utilities for technology of the future which may serve the Property in the future, are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment related to their service to the Property, into and through the Common Elements, and the units, where reasonably necessary for the purpose of providing utility services to the Property.

c. Easement for Common Use. There is granted hereby, for the benefit of the Property submitted hereby an easement appurtenant over and upon so much of the Property as shall be required for the purpose of accessing the Property submitted hereby and utilizing any physical improvements benefiting the Property submitted hereby, including the Limited Common Elements, parking garages, parking areas, and storage spaces.

d. Additional Easements. The Board may hereafter grant other or additional easements for utility or commercial entertainment purposes for the benefit of the Property, over, under, along and on any portion of said Common Elements, and each Unit Owner and each mortgagee of a Unit hereby grants the Board an irrevocable power of attorney coupled with an interest to execute, acknowledge and record in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing.

e. Easements and Rights to Run with Land. All easements and rights described herein are easements and rights running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Trustee, its successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having an interest in the Property or in any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of conveyance, or in any mortgage or trust deed or other evidence of obligations, to the easements and rights described in this Article or in any other part of this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownership as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

3. Storage Area: The storage area for the Unit Owners' personal property in the Building outside of the respective Units, if any, shall be part of the Common Elements, and the exclusive use and possession of such manner and subject to such rules and regulations as the Board or the Association may prescribe. Each Unit Owner shall be responsible for his/her

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personal property in such storage area. Neither the Board or the Association shall be considered the bailee of such personal property and shall not be responsible for any loss or damage thereto whether or not due to the negligence of the Board and/or the Association.

ARTICLE V

COMMON EXPENSES, MORTGAGES AND REAL ESTATE TAXES

Common Expenses. Each Unit Owner shall pay his/her proportionate share of the common expenses of administration, maintenance and repair of the Common Elements and of any other expenses incurred in conformance with the Declaration and By-Laws or otherwise lawfully agreed upon. Such proportionate share of the common expenses for each Unit Owner shall be in the same ratio as his/her percentage of ownership in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act.

2. Parking Garage Expenses. All Unit Owners who have been allocated the exclusive use of a parking garage as delineated on Exhibit A as G-1 and G-2 L.C.E., shall pay a one-half share of common expenses that specifically pertain to the repair, maintenance or renewal of the garage building. Any such repairs, maintenance or renewals that may be necessary shall be determined by the same method as stated in Section 1 above. If any Unit Owner that has been allocated the exclusive use of a parking garage area shall fail or refuse to pay his/her proportionate share to the assessment that specifically pertains to the garage when due, the amount thereof shall constitute a lien on the Unit interest of such Unit Owners as provided in the Act.

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

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

ARTICLE VI INSURANCE

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1. General Liability Insurance. No policy of insurance shall be issued or delivered to a condominium association, and no policy of insurance issued to a condominium 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 unit, (ii) providing coverage for special form causes of loss, and (iii) providing coverage, at the time the insurance is purchased and at each renewal date, in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage sufficient to rebuild the insured property in compliance with building code requirements subsequent to an insured loss, including: Coverage B, demolition costs; and Coverage C, increased cost of construction coverage. The combined total of Coverage B and Coverage C shall be no less than 10% of each insured building value, or \$500,000, whichever is less.
- 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; directors and officers coverage.**
 - (1) The Association shall obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the association, for the maximum amount of coverage available to protect funds in the custody or control of the association plus the association reserve fund.
 - (2) 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.
 - (3) For purposes of paragraphs (1) and (2), the fidelity bond must be in the full amount of association funds and reserves in the custody of the association or the management company.
 - (4) The Board must obtain directors and officers liability coverage at a level deemed reasonable by the Board, if not otherwise established by the declaration or bylaws. Directors and officers liability coverage must extend

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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 Condominium Instruments. The coverage required by this subparagraph (4) shall include, but not be limited to, coverage of: defense of non-monetary actions; defense of breach of contract; and defense of decisions related to the placement or adequacy of insurance. The coverage required by this subparagraph (4) 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 of directors and the managing agent.

2. Contiguous units, improvements and betterments. The insurance maintained under section 1 (a) must include the units, the limited common elements except as otherwise determined by the Board, and the common elements. The insurance need not cover improvements and betterments to the units installed by unit owners, but if improvements and betterments are covered, any increased cost may be assessed by the association against the units affected.

1. Common elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual units initially installed by the developer of the Property. Common elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, built-in cabinets installed by unit owners, or any other additions, alterations, or upgrades installed or purchased by any unit owner.

3. Deductibles. The Board of the association may, in the case of a claim for damage to a unit or the common elements, (i) pay the deductible amount as a common expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the owners who caused the damage or from whose units the damage or cause of loss originated, or (iii) require the unit owners of the units affected to pay the deductible amount.

4. Other coverages. The association shall carry any other insurance, including workers compensation, 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.

5. Insured parties; waiver of subrogation. Insurance policies carried pursuant to subsections (1) and (2) must include each of the following provisions:

- a. Each Unit Owner and secured party is an insured person under the policy with respect to liability arising out of the unit owner's interest in the common elements or membership in the association.

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- b. The insurer waives its right to subrogation under the policy against any unit owner of the condominium or members of the unit owner's household and against the association and members of the Board.
- c. The Unit Owner waives their right to subrogation under the association policy against the association and the Board.
6. Primary insurance. If at the time of a loss under the policy there is other insurance in the name of a unit owner covering the same property covered by the policy, the association's policy is primary insurance.
7. Adjustment of losses: distribution of proceeds. Any loss covered by the property policy under subdivision (a)(1) must be adjusted by and with the association. The insurance proceeds for that loss must be payable to the association, or to an insurance trustee designated by the association for that purpose. The insurance trustee or the association must hold any insurance proceeds in trust for unit owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged common elements, the bare walls, ceilings, and floors of the units, and then to any improvements and betterments the association may insure. Unit owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the common elements and units have been completely repaired or restored or the association has been terminated as trustee.
8. Mandatory unit owner coverage. The Board may, under the declaration and bylaws or by rule, require condominium unit owners to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another unit caused by the negligence of the owner or their guests, residents, or invitees, or regardless of any negligence originating from the unit. The personal liability of a unit owner or association member must include the deductible of the owner whose unit was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.
9. Certificates of insurance. Contractors and vendors (except public utilities) doing business with a condominium association under contracts exceeding \$10,000 per year must provide certificates of insurance naming the association, its Board, and its managing agent as additional insured parties.
10. Fire, Damage, or Destruction of Property. In the event of fire or other disaster, the insurance proceeds, if sufficient to reconstruct the Building, shall be applied to restore the Building to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and Common Elements to have the same vertical and horizontal boundaries as before the fire or other disaster. If, in the event of fire or other disaster, the insurance proceeds are insufficient to restore the Building as set forth in the preceding sub-paragraph then:
- a. The Board shall call a meeting of Unit Owners to be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims or (ii) the expiration of ninety (90) days after the fire or other disaster which caused the damage.
 - b. At such meeting, the Board shall present an estimate of the cost of repair or reconstruction, together with an estimate of the part thereof which must be raised by way of special assessment.

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c. The Building shall be restored and the proposed special assessment shall be levied only upon the vote of 75% of the Unit Owners.

d. If the Unit Owners do not vote to restore the Building at the meeting provided for in (i) above, then the Board may, at its discretion, call another meeting or meetings of Unit Owners to reconsider the question. If the Unit Owners do not vote to restore the Building within one hundred eighty (180) days after the fire or other disaster, then the Board may (but shall not be required to) Record a notice as permitted under the Act.

If the Unit Owners do not vote to restore the Building under the provisions of the immediately preceding sub-paragraph and the Board does not Record a notice as permitted under the Act, then the Unit Owners may, upon the affirmative vote of a Majority of Unit Owners voting at a meeting duly called for that purpose and with the consent of all First Mortgagees, authorize the President or Vice President and the Secretary or Assistant Secretary to execute and Record an amendment to this Declaration for the purpose of withdrawing any portion of the Building so affected by such fire or other disaster from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit shall be reallocated among the remaining Units on the basis of the relative percentage interest of the remaining Units. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution of the market value of the Unit, as determined by the Board. The allocation of any insurance, or other proceeds to any withdrawing or remaining Unit Owners shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use upon the withdrawal of any Unit or portion thereof, assessments attributable to the period after such withdrawal shall no longer be required, for such withdrawn Unit or shall be equitably reduced to reflect such withdrawn portion.

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11. Waiver. Each Unit Owner hereby waives and releases any and all claims which he/she may have against any other Unit Owner, the Association, its officers, members of the Board, the manager and managing agent of the building, if any, and their respective employees and agents, for damage to the Common Elements, the Units or to any personal property located in the Units or Common Elements, caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance.

12. Notice. The Board of Managers shall notify insured persons concerning the cancellation of insurance obtained pursuant to the terms of this Article.

13. Premiums. The premiums for the above described insurance and bond, except as otherwise provided in this Section, shall be Common Expenses.

ARTICLE VII ADMINISTRATION AND OPERATION

1. Administration. The administration of the Property shall be vested in the Board of Managers consisting of the number of persons elected in the manner, provided in the By-Laws contained herein, As Articles XIV, XV, XVI, XVII and XVIII. The Association has been incorporated under the laws of the State of Illinois, a not-for-profit corporation, or there shall exist an unincorporated association (herein referred to as the "Association") under the name of THE 710 OAKTON CONDOMINIUM ASSOCIATION, INC. or a similar name, which corporation or association shall be the governing body for all the Unit Owners for the maintenance, repair, replacement, administration, and operation of the Common Elements and for such other purposes as are hereinafter provided. The Board of Directors of the Association shall be deemed to be the Board of Managers referred to herein and in the Act.

2. Duties and Powers of the Administration. The Unit Owners' Association is responsible for the overall administration of the Property through its duly elected Board of Managers. The duties and powers of the Association and its Board shall be those set forth in its Articles of Incorporation (if any), the By-Laws and this Declaration, provided, however, that (i) the terms and provisions of the Act shall control in the event of any inconsistency between the Act, on the one hand, and this Declaration, the Articles of Incorporation and the By-Laws on the other hand; and (ii) the terms and provisions of this Declaration shall control in the event of any inconsistency between this Declaration, on the one hand, and the Articles of Incorporation and the By-Laws on the other hand.

3. Indemnity. The members of the Board and the officers thereof or of the Association shall not be liable to the Unit Owners for any mistake or judgment, or any acts or omissions made in good faith as such members or officers on behalf of the Unit Owners or the Association, and shall be afforded the protections provided by the Illinois Not-For-Profit Corporation Act. The liability of any Unit owner arising out of any such act made by such members or officers or outside of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his/her percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners or the Association shall be executed by such

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members or officers or the managing agent, as the case may be, as agents for the Unit Owners or for the Association.

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

ARTICLE VIII MAINTENANCE, ALTERATIONS AND DECORATING

1. Maintenance, Repairs and Replacements.

a. Units: Each Unit Owner shall furnish and be responsible, at his/her own expense, for all of the maintenance, repairs and replacements within his/her own Unit.

b. Common Elements: Maintenance, repairs and replacements of the Common Elements shall be undertaken by the Board as part of the common expenses, subject to the rules and regulations of the Board.

c. Limited Common Elements: Maintenance, repair and replacements of Limited Common Elements and adjacent Common Elements utilized for the parking of motor vehicles shall be undertaken by the Board at the expense of the holders of the Limited Common Elements.

d. General Provisions as to Maintenance, Repairs and Replacements: The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or Common Elements, rather than against a particular Unit and its corresponding percentage of ownership in the Common Elements. 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 reasonable attorneys' fees) incurred by the Association by reason of such lien.

The Board shall determine, in its discretion, that any maintenance or repair of any Unit is necessary to protect the Common Elements or any other portion of the building. The Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owner, which notice may be served by delivering a copy thereof to any occupant of such Unit, or by mailing the same by certified or registered mail, addressed to the Owner at the Unit address. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner.

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If, due to the act or neglect of a Unit Owner, or of a member of his/her family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, or any agent, servant or employee of a Unit owner of his/her lessee, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Unit Owner shall pay for such damage or such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance.

The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this Article VIII. All expenses which, pursuant to this Article are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board, and as provided in Article XVI.

2. Alterations, Additions or Improvements. No alterations of any Common Elements or any addition or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. Any Unit Owner may make alterations, additions and improvements within his/her Unit without the prior written approval of the Board, but in any event such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the property as a result of such alterations, additions or improvements. Nothing shall be done in any Unit, or in, on or to the Common Elements, which would impair the structural integrity of the building or which would structurally alter the building.

3. Decorating. Each Unit Owner shall, at his/her own expense, furnish and be responsible for all of the decorating within his/her own Unit from time to time. The use and covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the building, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such units caused by maintenance, repair or replacement work on the Common Elements, shall be furnished by the Board as part of the common expenses.

ARTICLE IX SALES, LEASE OR OTHER ALIENATION

1. Unrestricted Transfers. Subject to the provisions in this Article IX, a Unit Owner may, without restriction under the Declaration, sell, give, devise, lease or otherwise transfer his/her entire Unit. Notice of any such unrestricted transfer shall be given to the Board, in the manner provided in this Declaration for the giving of notices, within five (5) days following consummation of such transfer.

2. Limits on Lease Terms. No Unit shall be leased by a Unit Owner for hotel, air bnb, or other transient purposes or for a term less than six (6) months and no portion of a Unit which is less than the entire Unit shall be leased. Each lease of any one or more Units shall be in writing and a copy of every such lease, as and when executed, shall be furnished to the

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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 failure of the lessee to comply therewith shall constitute a default under the lease which shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of said obligations.

3. Association as Owner. The Association shall hold title to or lease any Unit, pursuant to the terms hereof, in the name of the Association, or as 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 for less than the amount paid by the Association to purchase said Unit unless Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Elements first authorize the sale for such lesser amount. All proceeds from such a sale, lease or sublease shall be applied in such manner as the Board shall determine.

4. Rules and Regulations. The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of this Article IX, for the purpose of implementing and effectuating said provisions.

ARTICLE X

DAMAGE OR DESTRUCTION AND RESTORING BUILDING

1. Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction then, such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor, provided, however, that in the event within one hundred eighty (180) days after said damage or destruction the Unit Owner shall elect either to sell the Property as hereinafter provided in Article XII hereof or to withdraw the Property from the provisions of this Declaration, and from the provisions of the Act as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners according to each Unit owner's percentage of ownership in the Common Elements as set forth in Exhibit "B", after first paying out of the share of each Unit Owner the amount of any unpaid liens on his/her Unit in the order of the priority of such liens.

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2. Insufficient Insurance.

a. In the event insurance proceeds are insufficient to reconstruct the building and the Unit Owners and all other parties in interest do not voluntarily make provisions for reconstruction of the building within one hundred eighty (180) days from the date of damage or destruction, the Board of Managers may record a notice setting forth such facts and upon the recording of such notice:

i. The Property shall be deemed to be owned in common by the Unit Owners;

ii. 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;

iii. Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Unit Owner in the Property as provided herein; and,

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

b. In the event insurance proceeds are insufficient to reconstruct and in the case of damage or other destruction in which fewer than one-half ($\frac{1}{2}$) of the Units are rendered uninhabitable, upon the affirmative vote of not fewer than three-fourths ($\frac{3}{4}$) of the Unit Owners voting at a meeting called for that purpose, the building or other portion of the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any. Notwithstanding the foregoing, such meeting shall, however, be held within ninety (90) days of the loss. At such meeting, the Board of Managers, or its representative, shall present to the members an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner. The Association shall have a lien upon each Unit so reconstructed in an amount equal to the cost of such reconstruction as to that Unit, which lien may be enforced as provided in Article XVI.

c. In the event insurance proceeds are insufficient to reconstruct, upon the affirmative vote not fewer than three-fourths ($\frac{3}{4}$) of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the

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percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board of Managers. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be made on an equitable basis, which need not be equal to a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Elements will be distributed in accordance with the interest of those entitled to their use.

3. Cessation of Common Expenses. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

ARTICLE XI EMINENT DOMAIN

1. Reallocation of Common Elements and Condemnation Award.

a. If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by the Declaration, the award must compensate the Unit Owner for his/her Unit and its Common Element interest, whether or not any Common Element interest is acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire Common Element interest, votes in the Association, and common expense liability shall be automatically reallocated to the remaining Units in proportion to the respective interests, votes and liabilities of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection shall be thereafter a Common Element.

b. Except as provided in subsection (a), if part of a Unit is acquired by eminent domain, the award must compensate the Unit Owner for the reduction in value of the Unit and its Common Element interest. Upon acquisition, (i) that Unit's Common Element interest, votes in the Association, and common expense liability shall be reduced in proportion to the reduction in the size of the Unit, and (ii) the portion of Common Element interest, votes, and common expense liability divested from the partially acquired Unit shall be automatically reallocated to that Unit and the remaining Units in proportion to the respective interests, votes, and liabilities of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced interests, votes and liabilities.

c. If part of the Common Elements is acquired by eminent domain, the award must be paid to the Association. The Association shall divide any portion of the

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award not used for any restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective Common Element interests before the taking, but the portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

d. Each Unit Owner whose Unit or portion thereof is the subject of eminent domain shall have the right to obtain counsel of his/her own choosing and is hereby given standing to:

- i. Contest any award;
- ii. Claim consequential damages where less than all the Unit is taken;
- iii. Be paid for fixtures, loss of goodwill, relocation allowances and the sort.

e. Upon the execution of a court order authorizing the taking of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

ARTICLE XII **SALE OF THE PROPERTY**

The Unit Owners, through the affirmative vote of all voting members, at a meeting duly called for such purpose, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit Ownership entitled to notice under Section I of Article XIX of this Declaration. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner or form may be necessary to effect such sale.

ARTICLE XIII **BY-LAWS**

The provisions of Articles XIV, XV, XVI, XVII and XVIII shall constitute the By-Laws of the Association and the By-Laws prescribed by the Act.

ARTICLE XIV **BOARD OF MANAGERS**

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1. Board of Managers (Board of Directors).

a. The direction and administration of the Property shall be vested in a Board of Managers, consisting of three (3) persons who shall be appointed or elected in the manner herein provided. Each member of the Board shall be one of the Unit Owners and further provided that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board, provided such person resides on the Property.

b. Three (3) Board members shall be elected at the first annual meeting. The two (2) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years and the person receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. In the event of a tie vote, the members of the Board shall determine which members shall have the two (2) year terms and which member shall have the one (1) year term. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3), and that the term of at least one (1) member of the Board shall expire annually. A Board member may be reelected at the expiration of his/her term. Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of voting members having two-thirds (2/3) of the total votes. Vacancies in the Board, including vacancies due to any increase in that number of persons on the Board, shall be filled by the voting members present at the next annual meeting or at a special meeting of the voting members called for such purpose.

c. The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board and the Association and who shall execute amendments to the condominium instruments; a Secretary who shall keep the minutes of all meetings of the Board and of the voting members, who shall mail and receive all notices, and who shall, in general, perform all the duties incident to the office of secretary; a Treasurer to keep the financial records and books of account; and such additional officers as the Board shall see fit to elect.

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

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2. General Powers of the Board. The powers and duties of the Board of Managers shall include, but shall not be limited to, the following matters:

(a) To provide for the operation, care, upkeep, maintenance, replacement and improvement of the common elements. Nothing in this subsection (a) shall be deemed to invalidate any provision in a condominium instrument placing limits on expenditures for the Common Elements provided that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. The term "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment with the functional equivalent of the original portions of such areas. Replacement of the Common Elements may result in an improvement over the original quality of such elements or facilities; provided that, unless the improvement is mandated by law or is an emergency as defined in item (iv) of subparagraph (8) of Paragraph (2) of Section 18, if the improvement results in a proposed expenditure exceeding 5% of the annual budget, the Board of Managers, upon written petition by Unit Owners with 20% of the votes of the Association delivered to the Board within 14 days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within 30 days of the date of delivery of the petition to consider the expenditure. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified;

- (b) To prepare, adopt and distribute the annual budget for the Property;
- (c) To levy and expend assessments;
- (d) To collect assessments from Unit Owners;
- (e) To employ and dismiss the personnel necessary or advisable for the maintenance and operation of the Common Elements;
- (f) To obtain adequate and appropriate kinds of insurance;
- (g) To own, convey, encumber, lease and otherwise 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 which contains the full text of the proposed rules and regulations and which conforms to the requirements of Section 18(b) of the Illinois Condominium Property Act (the "Act"), provided however, no rules or regulations 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 and unless the Declaration, By-Laws or other Condominium instrument expressly provides to the contrary, no quorum is required at such meeting of the Unit Owners;

(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 therein or accessible therefrom,

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or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units;

(k) To pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the Condominium;

(l) To impose charges for late payments 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, levy reasonable fines for violation of the Declaration, By-Laws, and rules and regulations of the Association;

(m) Unless the Condominium instruments expressly provide to the contrary, by a majority vote of the entire Board, assign the right of the Association to future income from, Common Expenses or other sources, and 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 under the provisions of Section 14.2 of the Act;

(o) To record the granting of an easement for the laying of cable television cable where authorized by the Unit Owners under the provisions of Section 14.3 of the Act; to obtain, if available and determined by the Board to be in the best interest of the Association, cable television service for all of the Units of the Condominium 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 when authorized pursuant to subsection (c) of Section 10 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; and,

(q) To reasonably accommodate the needs of a handicapped Unit Owner 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) Nothing herein shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

3. Specific Powers of the Board. The Board shall also have the following additional powers and duties:

(a) To engage the services of a manager or managing agent who shall manage and operate the Property for all the Unit Owners upon such terms and with such authority as the Board may approve;

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(b) To formulate policies for the administration, management and operation of the Property;

(c) To adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, maintenance, operation, use, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the Unit Owners, and to amend such rules and regulations from time to time;

(d) To provide for any construction, alteration, installation, maintenance, repair, painting and replacement for which the Board is responsible under the Declaration and By-Laws and for such purposes to enter and to authorize entry into any Unit and/or Limited Common Elements, causing as little inconvenience to the Unit Owners as practicable and repairing any damage caused by any such entry at the expense of the maintenance fund;

(e) To provide for the designation, hiring and removal of employees and other personnel, including lawyers and accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent);

(f) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses as hereinafter provided;

(g) To pay out of the maintenance fund hereinafter provided for, the following: (i) Water, waste removal, gas, oil, electricity, and telephone and other necessary utility services for the Common Elements and (if not separately metered or charged) for the Units; (ii) The services of a manager or managing agent or any other person or firm employed by the Board; (iii) Payment for the maintenance, repair and replacement of the Common Elements; (iv) Such other matters as may properly be authorized by the Board in accordance with these By-Laws.

(h) To comply with the instructions of a majority of the Unit Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners; and,

(i) To exercise all other powers and duties of the Board or Unit Owners as a group referred to in the Declaration, these By-Laws, or the Condominium Property Act of the State of Illinois.

(j) To limit the Board's powers hereinabove enumerated and described in the Declaration the Board shall have no authority to acquire and pay for any structural alterations, additions to or improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the

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provisions of this Declaration) requiring an expenditure in excess of Ten Thousand and no/100 Dollars (\$10,000.00), without in each case the prior approval of a majority of voting members at a meeting duly called for such purpose.

4. Regular Board Meetings. The Board shall meet at least four (4) times annually, on the first Mondays of February, May, August and November, and at such other times as the Board deems necessary. Meetings of the Board shall be open to any Unit Owner, notice of any such meeting shall be issued as required by the Act unless a written waiver of such notice is signed by the person or persons entitled to such notice. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of members. The Board shall, by regulations which the Board may, from time to time adopt, provide the time and place for the holding of additional regular meetings of the Board, provided that the Board shall meet at least four times per year.

5. Special Board Meetings. Special meetings of the Board may be called by or at the request of the President or any 25% of the members of the Board. The person or persons permitted to call special meetings of the Board may fix the time and place for holding any special meeting of the Board called by them.

6. Notice. Written notice of any meeting of the Board shall be mailed, delivered, or communicated by an acceptable technological method as set forth in the Act, including by electronic mail, to Owners consenting to such notice as per the Association's rules, to all members of the Association and all members of the Board not calling the meeting at least 48 hours prior to date of such meeting. All such notices shall be deemed to be mailed when deposited in the United States mail addressed to each member at their address as it appears on the records of the Association, with proper postage thereon prepaid, delivered to their Unit, or sent to the e-mail address on file with the Association as the case may be. The business to be transacted at, or the purpose of any regular or special meeting of the Board, shall be specified in the notice. Notices of a regular meeting of the Board need not be served on members of the Board. However, copies of said notices of meetings of the Board shall be posted in entranceways or other conspicuous places in the condominium designated by the Board at least 48 hours prior to the meeting.

7. Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If at any meeting of the Board, there is less than a quorum present, the majority of those Directors present may adjourn the meeting to such other time and date as agreed upon by those Directors present. At any such adjourned meeting, any business which might have been transacted as originally called may be transacted without further notice.

8. Manner of Acting. The act of a majority of the members of the Board present at a meeting at which a quorum is present at the commencement of the meeting shall be the act of the Board, except where otherwise provided by law or in the Condominium Instruments.

9. Open Meetings. All meetings of the Board, whether regular or special, shall be open to the members of the Association except for meetings:

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(a) To discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent;

(b) To consider discuss the appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services,

(c) To discuss violations of rules and regulations of the association,

(d) To discuss a unit owner's unpaid share of common expenses, or,

(e) To consult with the association's legal counsel.

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ARTICLE XV MEMBERS/UNIT OWNERS

1. Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit owners. Such voting members shall be the Unit Owner or one of the group composed of all the Unit Owners of a Unit Ownership or may be some person designated by such Unit Owners to act as proxy on his/her or their behalf and who need not be a Unit Owner. Such designations shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner or Unit Owners. Any or all Unit Owners of a Unit Ownership, and their designee, if any, may be present at any meeting of the voting members, but only the voting member of the Unit ownership may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be one hundred percent (100%) and each Unit Owner or group of Unit Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his/her or their Unit Ownership as set forth in Exhibit "B". The Association shall have one class of membership only and nothing contained in these condominium instruments shall permit or allow different classes of membership among the Unit Owners.

2. Ownership Meetings.

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

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

c. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President of the Board, a majority of the Board, or by the voting members having twenty percent (20%) of the total votes and delivered not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. Matters to be submitted at special

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meetings of the voting members shall first be submitted to the Board of Managers, at least ten (10) days prior to the special meeting, who shall then submit the matters to the voting members.

3. Notices of Ownership Meetings. Notices of meetings required to be given herein may be delivered either personally or by mail, including by electronic mail or such other acceptable technology as provided for by the Act, to the person entitled to vote, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address has been given to the Board.

4. Miscellaneous.

a. No merger or consolidation of the Association, lease, exchange, mortgage, pledge or other disposition of all, or substantially all, of the Property and assets of the Association, and the purchase or sale of land or of Units on behalf of all Unit Owners shall be effectuated unless there is an affirmative vote of two-thirds (2/3) of the votes of Unit Owners, except as otherwise provided for in the Declaration or the Act.

b. When thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of members specified in the condominium instruments, or the Act, shall require instead the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to a Unit that would otherwise be applicable.

ARTICLE XVI ASSESSMENTS – MAINTENANCE FUND

1. Estimated Annual Budget and Assessments. Each year, on or before November 1st, the Board shall estimate the total amount necessary to pay the cost of all common expenses which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. The annual budget shall set forth with particularity all anticipated common expenses by category as well as all anticipated assessments and other income. The budget shall also set forth each Unit Owner's proposed common expense assessment. Each Unit Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board of Managers, a copy of the proposed annual budget. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements, if any. The annual budget shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto. Each Unit Owner shall receive notice in the same manner as is provided in this Declaration for membership meetings concerning the adoption of the proposed annual budget or any increase or establishment of an assessment. Said meetings of the Board of

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Managers shall be open to any Unit Owner. On or before January 1st of the ensuing year, and the first day of each and every month of said year, each Unit Owner jointly and severally shall be personally liable for and obligated to pay to the Board, or as it may direct, one-twelfth (1/12) of the assessment against his/her Unit Ownership made pursuant to this section. On or before April 1st of each calendar year following the year in which the initial meeting is held, the Board shall supply to all Unit Owners an itemized accounting of the common expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessments, and showing the net excess or deficit of income over expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited to the Replacement Reserve Account, and any net shortage shall be added according to each Unit Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting.

2. Reserves and Adjustments. The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Any extraordinary or nonrecurring common expense, any common expense not set forth in the budget as adopted, and any increase in assessments over the amount adopted shall be separately assessed against all Unit Owners. Any such separate assessment shall be subject to approval by the affirmative vote of at least two-thirds (2/3) of the Unit Owners voting at a meeting of such Unit Owners duly called for the purpose of approving the assessment. Said expenditures shall result in a total payment assessed to a Unit Owner no greater than five (5) times the Unit's most recent common expense assessment calculated on a monthly basis. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

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

4. Books and Records. The Board shall keep full and correct books of account, in chronological order, of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Unit Owner or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner and as required by the Act. Any Unit Owner shall be furnished a statement of his/her account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner as also required and on such conditions set forth in the Act.

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5. Use of Funds. All funds collected hereunder shall be held and expended for the purpose 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".

6. Insurance. Any insurance premiums assessed on a basis reflecting increased charges for coverage on certain Units shall be assessed to such Unit.

Lien for Non-Payment of Assessments. If a Unit Owner is in default for the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments and interest, costs and fees as above provided, shall be and become a lien or charge against the Unit Ownership of the Unit Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Such lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by any bank, insurance company, savings and loan association or other lender shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered Unit Ownership which become due and payable subsequent to the date the encumbrancer either takes possession of the Unit, accepts a conveyance of any interest in the Unit Ownership or has a receiver appointed in a suit to foreclose its lien. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time.

Without limiting the generality of the foregoing, if any Unit Owner shall fail to pay the proportionate share of the common expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include:

(a) The right to enforce the collection of such defaulting Unit Owner's share of such expenses (whether due by acceleration or otherwise), together with interest thereon at eighteen percent (18%) per year or, if less, the maximum rate permitted by law and all fees and costs (including reasonable attorneys' fees) incurred in the collection thereof;

(b) The right, by giving such defaulting Unit Owner five (5) days' written notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and,

(c) The right to take possession of such defaulting Unit Owner's interest in the Property, to maintain for the benefit of all the other Unit Owners an action for

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possession in the manner prescribed in Article IX Forcible Entry and Detainer of the Illinois Code of Civil Procedure, and to execute leases regarding such defaulting Unit Owner's interest in the Property and apply the rents derived therefrom against such expenses.

8. Non-Use. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his/her Unit.

ARTICLE XVII

COVENANTS AND RESTRICTIONS AS TO USE, OCCUPANCY & RESALE

The Units and Common Elements shall be owned, occupied and used subject to the following covenants and restrictions:

1. General Use. No part of the Property, except the Limited Common Elements for parking which shall be used only for the parking of passenger cars, shall be used for other than housing and related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residential unit and for no other purpose. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.
2. Obstruction of Common Elements and Unit Maintenance. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without prior consent of the Board except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his/her own Unit.
3. Prohibited Use. Nothing shall be done or kept in any Unit or in the Common Elements, which will increase the rate of insurance on the building or contents thereof, applicable for residential use, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his/her Unit, or in the Common Elements, which will result in the cancellation of insurance on the building, or on the contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements. No Unit Owner shall overload the electric wiring in the building or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to a heating or plumbing system, without the prior written consent of the Board.
4. Unit Owner Insurance. Each Unit Owner shall be responsible for his/her own insurance on his/her personal property in his/her own Unit, his/her personal property stored elsewhere on the Property and his/her personal liability to the extent not covered by the liability insurance for all the Unit Owners obtained by the Board, all improvements or betterment of every sort and nature made to his/her Unit, and such other insurance as he/she shall wish to maintain.

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5. Exterior Attachments. Unit Owners shall not cause or permit anything to be placed on the outside walls of the building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.
6. Window Treatments. The use and covering of the interior surfaces of the glass windows and/or doors appurtenant to the Units of the building, whether by draperies, shades or other items visible from the exterior of the building, shall be subject to the rules and regulations of the Board.
7. Pets, Etc. No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that cats or birds may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose and further provided that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Board.
8. Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.
9. Unsuitability. No clothes, sheets, blankets, laundry or any other kind of articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.
10. Personal Effects. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that baby carriages, bicycles and other personal property may be stored in the common storage area designated for that purpose, if any.
11. "For Sale" and "For Rent" Signs. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board.
12. Alteration of Common Elements Prohibited. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.
13. Resale. A Unit Owner offering for sale his/her own unit, shall comply with the requirements of Section 22.1 of the Act and the Association, within ten (10) days after a written request by a unit owner, shall make a good faith effort to furnish accurate information necessary to enable the unit owner to comply with this Section. Immediately upon execution by both parties of a sales contract, the seller shall provide to the Board the name and address of the purchaser and the Board shall from that time on send duplicates of all notices sent to seller to the purchaser.

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ARTICLE XVIII REMEDIES

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

a. To enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and provisions hereof, or the Board or its agents shall not thereby be deemed guilty in any manner of trespass or conversion; or,

b. To enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach.

c. All expenses of the Board in connection with such actions or proceedings, including court costs and reasonable attorneys' fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at eighteen percent (18%) per year, or, if less, the maximum rate permitted by law, until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his /her respective share of the common expenses, and the Board shall have a lien for all of the same upon the Unit ownership of such Unit Owner and upon all of his/her additions and improvements thereto and upon all his personal property in his/her Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board. Each Unit Owner has the right to enforce the provisions of this Declaration.

2. If any Unit Owner (either by his/her own conduct or by the conduct of any occupant of his/her Unit) shall violate any of the covenants or restrictions or provisions of this Declaration, or the regulations adopted by the Board, and such violation shall continue thirty (30) days after notice in writing from the Board, or shall reoccur more than once after the notice, then the Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of said defaulting Unit Owner to continue as Unit Owner and to continue to occupy, use or control his /her Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Unit Owner for a decree of mandatory injunction against the Unit owner or occupant or, in the alternative, for a decree declaring the termination of the defaulting Unit Owner or occupant's right to occupy, use or control the Unit owned or occupied by him on account of said violation, and, as to an owner, ordering that the right, title and interest of the Unit Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his/her interest in the Property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be

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taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership 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 provide that the purchaser shall take the interest in the Property sold subject to this Declaration.

ARTICLE XIX GENERAL PROVISIONS

1. Notices to Mortgagees. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit Ownership is subject to such mortgage or trust deed.
2. Notices to Board, Association & Unit Owners. Notice provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board or Association, or any Unit Owner, as the case may be, at 710 Oakton, Evanston, Illinois (indicating thereon the number of the respective Unit if addressed to a Unit Owner), or at such other address as herein provided. Such notices also may be made by any acceptable technological means including electronic mail as provided for in the Act. 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 also designate a different address for notices by giving written notice of his/her change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person, or if addressed to a Unit owner, when deposited in his/her mail box in the building or posted on or slipped under the door of his/her Unit in the building or by using those accepted electronic means provided for by the Act.
3. Notice of Decedent. Notices required to be given any devise or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at his/her or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered, if any, or, if none, at such other address as the Board is able to determine, or if none, then by publication as provided for service of legal process.
4. Binding Effect. Each grantee of an Owner, by acceptance of a deed of conveyance, or each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges; and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the property of the any Unit, and shall inure to the benefit of such Unit Owner in like manner as though the

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provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

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

6. Amendments. Except as otherwise provided in the Act, this Declaration and By-Laws, the provisions of the Declaration may not be amended, changed or modified except by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all of the members of the Board, at least three-fourths (3/4) of the Unit Owners, and the approval of any mortgagee required under the provisions of the Declaration, and containing an affidavit by an officer of the Board certifying that a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of such amendment. Any amendment, change or modification shall conform to the provisions of the Condominium Property Act and shall be effective upon recordation thereof. Except to the extent authorized by the provisions of the Act, no amendment to the condominium instruments shall change the boundaries of any Unit or the undivided interest in the Common Elements, the number of votes in the Unit Owners' Associations, or the liability for common expenses appertaining to a Unit.

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

8. Perpetuities and Restraints. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of The Rule Against Perpetuities or some analogous statutory provision, the rules restricting restraints on alienation, or any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last to die of the now living lawful descendants of William J. Clinton, President of the United States of America.

9. Liens & Liabilities.

a. Multiple Units. In the event any lien exists against two (2) or more Units, and the indebtedness secured by such lien is due and payable, the Unit Owner of any such Unit so affected may remove such Unit and the undivided interest in the Common Elements appertaining thereto from such lien by payment of the proportional amount of indebtedness attributable to such Unit. In the event such lien exists against the Units or against the Property, the amount of such proportional payment shall be computed on the basis of the percentage set forth in the Declaration. Upon payment as herein provided, it is the duty of the encumbrancer to execute and deliver to the Unit Owner a release of such unit and the undivided interest in the Common Elements appertaining hereto from such lien.

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b. Acts of the Board. The owner of such Unit shall not be liable for any claims, damages or judgments entered as a result of any action or inaction of the Board of Managers of the Association other than for mechanics' liens as hereinafter set forth. Each Unit Owner's liability for any judgment entered against the Board of Managers or the Association, if any, shall be limited to his/her proportionate share of the indebtedness as set forth herein, whether collection is sought through assessment or otherwise/

c. Conduct of Owner. A Unit Owner shall be liable for any claim, damage or judgment entered as a result of the use or operation of his/her Unit, or caused by his/her own conduct.

d. Certain Mechanic's Liens. If, as a result of work expressly authorized by the Board of Managers, a mechanic's lien claim is placed against the Property or any portion of the Property, each Unit Owner shall be deemed to have expressly authorized it and consented thereto, and shall be liable for the payment of his/her Unit's proportionate share of any due and payable indebtedness.

10. Release of Claims. Each Unit Owner hereby waives and releases any and all claims which he/she may have against any other Unit Owner, occupant, the Association, its officers, members of the Board, any managing agent and their respective employees and agents, for damage to the Common Elements, the Units or to any personal property located in the Units or Common Element, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

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

12. Headings. The headings and captions contained herein are inserted for convenient reference only and shall not be deemed to construe or limit the sections and articles to which they apply.

13. Land Trust Unit Owners' Exculpation. In the event title to any Unit Ownership is conveyed to a land title-holding trust under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the Unit Ownership under such trust and the beneficiaries thereunder from time to time shall be responsible for the 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 Owner. 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 such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.

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14. Failure to Enforce. No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

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COOK COUNTY CLERK'S OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK'S OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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IN WITNESS WHEREOF, the Board has duly executed this Amended and Restated Declaration pursuant to Section 27(b)(1) of the Illinois Condominium Property Act. In witness whereof, we have cast our votes and signed this document in favor hereof at a duly called meeting of the Board of the 710 Oakton Association, held on December 14, 2020.

BOARD OF MANAGERS OF 710 OAKTON ASSOCIATION

By: 
Daniel Celander, President

ATTEST:

By: 
Catherine Wolfe, Secretary

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EXHIBIT A

Plat on Record with Original Declaration

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Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
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EXHIBIT B

PERCENTAGE OF OWNERSHIP INTEREST IN THE COMMON ELEMENTS AND ASSIGNMENT OF PARKING AREAS

<u>Unit No.</u>	<u>Percentage Ownership</u>
101	3.4618
102	4.1548
103	4.1816
106	4.0778
107	2.2663
201	3.5287
202	4.2218
203	4.3155
204	4.3155
205	3.4183
206	4.1448
207	3.3413
301	3.5287
302	4.2218
303	4.3155
304	4.3155
305	3.4183
306	4.1448
307	3.3413
401	3.5287
402	4.2218
403	4.3155
404	4.3155
405	3.4183
406	4.1448
407	<u>3.3413</u>
Total:	100.00

COOK COUNTY CLERK OFFICE
 RECORDING DIVISION
 118 N. CLARK ST. ROOM 120
 CHICAGO, IL 60602-1387

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LEGAL DESCRIPTION

Lot 1 in plat of consolidation of the West 12 ½ feet of Lot 2, all of Lot 3 and 4 and the East 25 feet of Lot 5 in Block 6 in Merrill Ladd's Addition to Evanston, said addition being a subdivision of the North 13.49 acres of that part South of the North 48 links East of Ridge Road of the North West ¼ of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as: 710 Oakton St., Evanston, IL 60202

Property of
COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

County Clerk's Office
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