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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, RESTRICTIONS AND COVENANTS FOR WRIGLEYVILLE MANOR CONDOMINIUMS

This document prepared by and after
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Table of Contents

ARTICLE I	2
DEFINITIONS	2
ARTICLE II	4
UNITS	4
1. Description	4
2. Certain Structures Not Constituting Part of a Unit	5
ARTICLE III	5
COMMON ELEMENTS	5
1. Description	5
2. Ownership of Common Elements	5
3. Limited Common Elements	6
4. Assignment of Limited Common Elements	6
5. Transfer of Limited Common Elements	6
ARTICLE IV	6
GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS	6
1. Submission of Property to Provisions of Act	6
2. No Severance of Ownership	7
3. Easements	7
4. Easements and Rights to Run with Land	8
ARTICLE V	8
COMMON EXPENSES, MORTGAGES, AND REAL ESTATE TAXES	8
1. Common Expenses	8
2. Separate mortgages	9
3. Separate Real Estate Taxes	9
ARTICLE VI	9
INSURANCE	9
1. Fire and Hazard Insurance	9
2. Appraisal	9
3. Property Insurance	9
4. General Liability Insurance	10

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5. Waiver 10

6. Adjustment of Losses; Distribution of Proceeds 11

7. Primary Insurance 11

8. Deductibles 11

9. Directors and Officers Coverage 11

10. Fidelity Bond 12

11. Mandatory Unit Owner Coverage..... 12

12. Notice 12

ARTICLE VII 12

ADMINISTRATION AND OPERATION 12

1. Administration 12

2. Duties and Powers of the Association 12

3. Indemnity 13

4. Board's Determination Binding 13

ARTICLE VIII 13

MAINTENANCE, ALTERATIONS, DECORATING 13

1. Maintenance, Repair and Replacements 13

2. Limited Common Elements 14

3. Alterations, Additions, or Improvements 14

4. Decorating 14

ARTICLE IX 15

SALE, LEASING, OR OTHER ALIENATION 15

1. Sale or Lease 15

2. Gift 17

3. Devise 18

4. Involuntary Sale 19

5. Consent of Voting Members 19

6. Financing of Purchase under Option 19

7. Title to Acquisition Interest 20

8. Miscellaneous 20

9. Sale of the Property 20

UNOFFICIAL COPY

ARTICLE X	21
DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING	21
1. Sufficient Insurance	21
2. Insufficient Insurance	21
3. Cessation of Common Expenses	22
ARTICLE XI	22
EMINENT DOMAIN	22
1. Reclamation of Common Elements and Condemnation Award	23
2. Cessation of Common Expenses	23
ARTICLE XII	23
BY-LAWS	23
1. Board of Managers (Board of Directors)	23
2. General Powers of the Board	26
3. Conflict of Interest	30
4. Meetings of the Board	31
ARTICLE XIII	32
UNIT OWNERS MEMBERS	32
1. Voting Rights	32
2. Meetings of the Unit Owners	32
3. Notices of Meeting	33
4. Special Vote	33
ARTICLE XIV	33
ASSESSMENTS - MAINTENANCE FUND	33
1. Estimated Annual Budget and Assessments	33
2. Reserves and Adjustments	34
3. Statement of Account	35
4. Failure to Prepare	35
5. Books and Records	35
6. Use of Funds	38
7. Insurance	38
8. Assessments	38
9. Nonuse	39

UNOFFICIAL COPY

ARTICLE XV	40
COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY	40
1. General Use	40
2. Obstruction of Common Elements and Unit Maintenance	40
3. Prohibited Use	40
4. Unit Owner Insurance	40
5. Exterior Attachments	40
6. Window Treatment	40
7. Floor Coverings	41
8. Pets, etc.	41
10. Unsightliness	41
11. Personal Effects	41
12. Commercial Activities	41
13. "For Sale and For Rent" Signs	41
14. Common Elements	41
15. Exceptions	41
16. Limitations on the use of smoking cannabis	42
ARTICLE XVI	42
REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS	42
1. Abatement and Enjoyment	42
2. Involuntary Sale	42
ARTICLE XVII	43
GENERAL PROVISIONS	43
1. Notice to Mortgagees	43
2. Notices to Board, Association, and Unit Owners	43
3. Notice to Decedent	43
4. Binding Effect	43
5. Waiver	44
6. Amendment	44
7. Invalidity	44
8. Perpetuities and Restraints	44
9. Liens	44

UNOFFICIAL COPY

10.	Release of Claims	45
11.	Construction	45
12.	Headings	45
13.	Land Trust Unit Owners' Exculpation	45
ARTICLE XVIII		46
FIRST MORTGAGEE' S RIGHTS		46
1.	First Mortgagee Consent	46
ARTICLE XIX		47
NOTICE TO FIRST MORTGAGEES		47
1.	Notice and Documents	47
ARTICLE XX		48
INSURANCE PROCEEDS/CONDEMNATION AWARDS		48
ARTICLE XXI		48
MISCELLANEOUS		48
1.	Failure to Enforce	48
2.	Metering	48
3.	Resale Approval.	48
4.	Use of Technology	48
EXHIBIT A		1
LEGAL DESCRIPTION		1
EXHIBIT B		1
PERCENTAGE OF OWNERSHIP		1
EXHIBIT C		1
CERTIFICATION AS TO OWNER APPROVAL		1
EXHIBIT D		2
AFFIDAVIT AS TO MORTGAGEE NOTIFICATION		2

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, RESTRICTIONS AND COVENANTS FOR WRIGLEYVILLE MANOR CONDOMINIUMS

This Amended and Restated Declaration ("Declaration") is adopted pursuant to Section 27(b)(1) of the Illinois Condominium Property Act and approved by no less than two-thirds (2/3) of the Board of Directors of Wrigleyville Manor Condominium Association, Inc. ("Association"). This Declaration shall serve the purpose of amending and updating the Declaration For Condominium Ownership and By-Laws, Restrictions and Covenants for Wrigleyville Manor Condominiums ("Original Declaration") which was recorded on October 29, 1990 as Document No. 90526926 in the Office of the Recorder of Deeds for Cook County, Illinois against the property legal described in Exhibit A attached hereto.

Additionally, pursuant to ARTICLE XVII, Section 6 of the Original Declaration, discretionary changes may be made to the Declaration by an instrument in writing setting forth each change, modification or rescission, signed by Unit Owners having at least seventy-five (75%) percent of the total vote and certified by the Secretary of the Board; provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission and an affidavit by said Secretary certifying to such mailing as a part of such instrument.

WITNESSETH THAT:

WHEREAS, the Association and its Owners are owners in fee simple of the following described real estate in the City of Chicago, County of Cook and State of Illinois:

LOT 27 IS OWNER'S SUBDIVISION OF BLOCK 1 IN THE LAFLIN SMITH AND DYERS SUBDIVISION IN THE NORTHEAST 1/4 (EXCEPT THE 1.28 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

WHEREAS, a not-for-profit corporation known as WRIGLEYVILLE MANOR CONDOMINIUMS has been established for the benefit of all current and future Owners or occupants of the Property, or any part thereof, certain easements and rights in, over and upon said premises and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, by the recording of the Original Declaration for Wrigleyville Manor Condominium Association, Inc., the Property has been submitted to the provisions of the Illinois Condominium Property Act ("Act"); and

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WHEREAS, the Board of Directors has approved the non-discretionary changes contained herein by a vote of no less than two-thirds (2/3) of the members of the Board, at a meeting held on November 20, 2021; and

WHEREAS, the discretionary changes contained herein have been approved by Unit Owners having at least seventy-five (75%) percent of the total vote at a meeting held on November 20, 2021, as certified by the Secretary of the Board on Exhibit C attached hereto; and

WHEREAS, all lien holders of record have been notified by certified mail of such amendment, and an affidavit attached hereto as Exhibit D has been executed by the Secretary certifying to such mailing; and

WHEREAS, the several Unit Owners, occupants, mortgagees, enjoy the benefits of and shall at all times hold their interests subject forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspect of ownership and to facilitate the proper administration of such property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property.

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

ARTICLE I

DEFINITIONS

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

(a) "Act" means the Condominium Property Act, as amended from time to time, of the State of Illinois.

(b) "Association" or "Unit Owners Association" means the Wrigleyville Manor Condominium Association, Inc., the association of all Unit Owners, acting pursuant to the By-Laws through its duly elected Board.

(c) "Acceptable technological mean" includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopies, or electronic mail.

(d) "Board" means the Board of Directors or Board of Managers for the Association as constituted at any time and from time to time.

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(e) "Building" means all structures, attached or unattached, containing one or more units.

(f) "By-Laws" means the By-Laws of the Association, which are contained herein as Articles XII, XIII, XIY, XV, XVI of the Declaration.

(g) "Common Elements" means all portions of the Property except the Units, including Limited Common Elements unless otherwise specified.

(h) "Common Expenses" means the proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board.

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

(j) "Declaration" means this Amended and Restated Declaration.

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

(l) "Limited Common Elements" means a portion of the Common Elements so designated in the Declaration as being reserved for the use of a certain Unit or Units to the exclusion of the other Units.

(m) "Majority" or "majority of unit owners" means the owners of more than one-half (1/2) in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of Unit Owners means such percentage in the aggregate interest of such delineation of all such Units.

(n) "Occupant" means a Person or persons other than a Unit owner in possession of one or more units.

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

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

(p) "Plat" means a plat or plats of survey of the parcel and of all Units in the Property submitted to the provisions of this Act, which consist of a three-dimensional horizontal and vertical delineation of all each units, attached to the Original Declaration.

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(q) "Prescribed Delivery Method" means the mailing, delivering, electronic transmission, or any other delivery method that is approved in writing by the member and authorized by the Condominium Instruments.

(r) "Property" means 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 equipment intended for mutual use, benefit, or enjoyment of the Unit Owners, submitted to the provisions of the Act.

(s) "Purchaser" means any Person or persons who purchases a Unit in a bona fide transaction for value.

(t) "Reconstruction" means restoring the Building to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

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

(v) "Unit" means a part of the Property designed and intended for any type of independent use.

(w) "Unit Owner" means the Person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

(x) "Voting member" means the person entitled to exercise all voting power in respect to each unit ownership.

ARTICLE II

UNITS

1. Description. All Units located on the Property are delineated on the Plat, attached to the Original Declaration as Exhibit "A" and made a part hereof by reference only, which are legally described as follows:

856 W. Sheridan Road:

Units: 1A, 2A, and 3A;

3901 N. Fremont:

Units: 1N, 1S, 2N, 2S, 3N, 3S, and Garden Unit

as delineated on the plat of survey of the following described parcel of real estate:

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LOT 27 IN OWNER'S SUBDIVISION OF BLOCK 1 IN LAFLIN SMITH AND DYERS SUBDIVISION IN THE; NORTHEAST 1/4 (EXCEPT THE 1.28 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Which survey is recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 90526926.

It is understood that each Unit consists of space enclosed or bounded by the horizontal and vertical planes set forth and identified as a Unit in the delineation thereof in the Plat. The legal description of each Unit shall consist of the identifying number or designation of such Unit followed by the legal description of the property, as shown on the Plat and every such description shall be deemed good and sufficient for all purposes. Except as otherwise provided in the Condominium Property Act, no Unit Owners shall, by deed plat, or otherwise, subdivide or in any other manner, cause his or her Unit to be separated into any tracts of parcels different from the whole unit as shown on the Plat.

2. 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 forming part of any system serving one or more other Units, nor the Common Elements, shall be deemed part of said Unit.

ARTICLE III

COMMON ELEMENTS

1. Description. Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the Property except the Units without limiting the generality of the foregoing, the Common Elements shall include the land, outside walks, landscaping, stairways, halls, entrances and exits, fences, vestibules, corridors, pipes, ducts, flues, chutes, storage area of basement, hot water heater and closet that it occupies, roof and rooftop deck, conduit, wires, and other utility installations serving the Common Elements of more than one Unit, and such component parts of walls, floors, ceilings, and windows as are not located within the Units.

2. Ownership of Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all other Unit Owners of the Property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his or her Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his or 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

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Owner's interest shall be expressed by a percentage amount, and once determined shall remain in 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. Each Unit's corresponding percentage of ownership in the Common Elements has been determined in accordance with the Act and set forth in Exhibit "B" attached hereto, and each Unit Owner accepts such determination. Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, nor any Unit Owner shall be considered a bailee of any personal property stored in the Common Elements and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

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 a particular Unit or Units to the exclusion of other Units. Without limiting the generality of the foregoing, the Limited Common Elements shall specifically include storage areas, which are indicated as such on the Plat. Further, the Limited Common Elements shall include the interior walls, ceilings, floors, windows, and doors of the Unit to which they are an inseparable appurtenance.

4. Assignment of Limited Common Elements. Storage areas have been assigned to Units located at 3901 N. Fremont. Each Unit Owner shall be responsible for his or her own personal property in such storage area. Neither the Board nor 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 or the Association.

5. Transfer of Limited Common Elements. The use of Limited Common Elements may be transferred between Unit Owners at their expense, provided that the transfer may be made only in accordance with the Condominium Instruments and the provisions of this Declaration. Each transfer shall be made by an amendment to the Declaration executed by all other Unit Owners who have any right to use the Limited Common Elements affected. The Amendment shall contain a statement from the parties involved in any transfer which sets forth any changes in the parties' proportionate shares. If the parties cannot agree upon a reapportionment of their respective shares, the Board shall decide upon reapportionment. No transfer shall become effective until the Amendment has been recorded. Rights and obligations in respect to any Limited Common Element shall not be affected, nor shall any transfer of it be effective, unless a transaction is in compliance with the requirements of this Section.

ARTICLE IV

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

1. Submission of Property to Provisions of Act. The Property has been and shall be submitted to the provisions of the Act.

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2. 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 or her interest in the unit and his or 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 may not expressly mentioned or described therein.

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

3. (b) Utility Easement, and Commercial Entertainment. The Illinois Bell Telephone company, Commonwealth Edison Company, and all other public utilities and cable television companies serving the property are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes/ wires, transformers, switching apparatus/ and other equipment related to their service to the property, into and through the common elements, and their units, where reasonably necessary for the purpose of providing utility services and commercial entertainment services to the property.

3. (c) 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.

3. (d) Recording Easements. The Board hereby reserves to itself and the Association, and their respective successors and assigns, the right, without notice for or the consent of any Unit Owner or mortgagee of a Unit: (i) to record a supplement to the Plat showing the location of any or all of such utility or commercial entertainment conduits, cables, pipes, electrical wiring, transformers and switching apparatus and other equipment "as built" and (ii) to record, from time to time, additional supplements, showing additions, modifications and deletions to any or all of

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such conduits/ cables, pipes, electrical wiring, transformers and switching apparatus and other equipment. Once the location of the easement to any utility or other entity is shown by any supplement or additional supplement to the Plat as aforesaid, the easement granted by this Article Paragraph 3(b) to such utility or other entity shall be limited to the area or areas located within ten feet on either side of the equipment of such utility or other entity shown on such supplement or additional supplement. A power coupled with any interest is hereby granted to the Board and the Association, acting by and through their respective duly authorized officers, their respective successors, assigns, agents and designees/ and each of them singly without the other's concurrence, as attorney-in-fact to do or cause the foregoing to be done. The acceptance of each Unit shall be deemed a grant of such power to each of said attorneys-in-fact an acknowledgement of a consent to such power and shall be deemed to reserve to each of said attorneys-in-fact the power to record any and' all such supplements.

3. (e) Blanket Easement in Favor of Association and other Easements. The right of the Unit Owners to use and possess the Common Elements as set forth in Article III hereof shall be subject to the Declaration and a blanket easement over the Common Elements in favor of the Association, and their respective representatives, agents, associates, employees, contractors, subcontractors, tenants, successors and assigns, for the purpose of (i) access and ingress to and egress from the Common Elements, (ii) construction, installation, repair, replacement and other restoration of utilities, buildings, landscaping and any other improvements on the Property or any part thereof and (iii) the installation and maintenance of signs advertising the residences on the Property, or any part thereof, and signs erected in connection with such residences. The foregoing easements shall be deemed and taken to be covenants running with the land.

4. Easements and Rights to Run with Land. All easements and rights described herein are easements and rights running with the land are perpetually in full force and effect, and at all times shall inure to the benefit of and shall be binding on the Association, its successors and assigns, and any Unit Owner, purchaser/ mortgagee, and other person having an interest in the property/ or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this article, or described 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 and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE V

COMMON EXPENSES, MORTGAGES, AND REAL ESTATE TAXES

1. Common Expenses. Each Unit Owner shall pay his or 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

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lawfully agreed upon. Such proportionate share of the common expenses for each owner shall be in the same ratio as his or 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. Separate mortgages. Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his or her respective Unit together with his or 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 or her Unit and his or her respective ownership interest in the Common Elements.

3. Separate Real Estate Taxes. It is understood that the real estate taxes are to be separately taxed to each Unit Owner for his or her Unit and his or 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 or her proportionate share thereof in accordance with his or her respective percentage of ownership interest in the Common Elements.

ARTICLE VI

INSURANCE

1. Fire and Hazard Insurance. The Board of Managers shall acquire as a common expense, a policy or policies of insurance insuring the Common Elements and the Units against loss or damage from fire, lightning, and other hazards contained in the customary fire and extended coverage, vandalism, and malicious mischief endorsements for the full insurable replacement value of the Common Elements and the Units written in the name of the Board and to require a provision in such policy that the proceeds thereof shall be payable to the members of the Board, as trustees for each of the Unit Owners, in the percentages established in Exhibit "B".

2. Appraisal. The full, insurable replacement cost of the property, including the Units and Common Elements, shall be determined from time to time (but not less frequently than once in any twelve-month period) by the Board. The Board shall have the authority to obtain an appraisal by a reputable appraisal company as selected by the Board. The cost of such appraisal shall be a common expense.

3. Property Insurance. No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes property insurance (i) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise determined by

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the Board, the bare walls, floors, and ceilings of the Unit, (ii) providing coverage for special form causes of loss, and (iii) providing coverage, at the time the insurance is purchased and at each renewal date, in a total amount of not less than the full insurable replacement cost of the insured property, less deductible, but including coverage sufficient to rebuild the insured property in compliance with building code requirements subsequent to an insured loss, including: the Coverage B, demolition costs; and Coverage C, increased cost of construction coverage. The combined total of Coverage B and Coverage C shall be no less than ten percent (10%) of each insured building value or \$500,000 whichever is less.

The insurance maintained under this subsection must include the Units, the Limited Common Elements except as otherwise determined by the Board, and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected. Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, built-in cabinets installed by Unit Owners, or any other additions, alterations, or upgrades installed or purchased by any Unit Owner.

4. General Liability Insurance. No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the property in a minimum amount of \$1,000,000, or a greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the management agent, and their respective employees and agents and all persons acting as agents. The Unit Owners must be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.

5. Waiver. Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board, the manager and managing agent of the Buildings 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. Property and general liability insurance policies required to be carried by the Association must include each of the following provisions:

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

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

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

6. Adjustment of Losses; Distribution of Proceeds. Any loss covered by the property policy required to be maintained by the Association must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for Unit Owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings, and floors of the Units, and then to any improvements and betterments the Association may insure. Unit Owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

7. Primary Insurance. If at the time of a loss under the Association's policy there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the Association's policy is primary insurance.

8. Deductibles. The Board of the Association may, in the case of a claim for damage to a Unit or the Common Elements, (i) pay the deductible amount as a common expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Unit Owners who caused the damage or from whose Units the damage or cause of loss originated, or (iii) require the Unit Owners of the Units affected to pay the deductible amount.

9. Directors and Officers Coverage. The Board must obtain directors and officers liability coverage at a level deemed reasonable by the Board, if not otherwise established by this Declaration or By-Laws. Directors and officers liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or this Declaration and By-Laws of the Association. The coverage required by this subsection shall include, but not be limited to, coverage of defense of non-monetary actions; defense of breach of contract; and defense of decisions related to the placement or adequacy of insurance. The coverage required by this subsection shall include as an insured: past, present, and future Board members while acting in

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

10. Fidelity Bond. The Association shall obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund. All management companies that are responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond. The fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company.

11. Mandatory Unit Owner Coverage. The Board may require condominium Unit Owners to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Unit Owner or his or her or her guests, residents, or invitees, or regardless of any negligence originating from the Unit. The personal liability of a Unit Owner or Association member must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this subsection/subparagraph, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

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

ARTICLE VII

ADMINISTRATION AND OPERATION

1. Administration. The administration of the Property shall be vested in the Board of Managers consisting of three (3) persons, and who shall be elected in the manner provided in the By-Laws contained herein as Articles XII, XIII, XIV, XV, XVI. There has been incorporated under the laws of the State of Illinois, a not-for-profit corporation (herein referred to as "the Association") under the name of "WRIGLEYVILLE MANOR CONDOMINIUM ASSOCIATION, INC.", or a similar name, which corporation 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 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 Association. The Association is responsible for the overall administration of the Property through its duly elected Board. The duties and powers of the Association and its Board shall be those set forth in its Articles of Incorporation, the By-Laws, and this Declaration; provided, however, that (i) the terms and provisions of the Act shall

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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 (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 mistakes of judgment, or any acts or omissions made in good faith as such members or officers on behalf of the Unit Owners or the Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his or her percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the 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 VII

MAINTENANCE, ALTERATIONS, DECORATING

1. Maintenance, Repair and Replacements. Each Unit Owner shall furnish and be responsible for, at his or her own expense, all of the maintenance, repairs, and replacements within his or her own Unit. Maintenance, repairs, and replacements of the Common Elements shall be furnished by the Board as part of the common expenses, subject to the rules and regulations of the Board.

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 a particular Unit and its corresponding percentage of ownership in the Common Elements. When less than all then Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorneys' fees) incurred by reason of such lien. Whenever 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 occupancy of such Unit, or by mailing the same by certified or registered mail addressed to the

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Owner of the Unit. 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.

If, due to the act or neglect of a Unit Owner, or of a member of his or her family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, 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 and 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 takings any action pursuant to this Article VIII, Section 1. All expenses which, pursuant to this Section 1, are chargeable to any Unit Owner, may be specifically assesses, such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

2. Limited Common Elements. Any charge or expense in connection with expenditures for the Limited Common Elements shall be assessed only against that Unit to which such Limited Common Elements are assigned.

3. Alterations, Additions, or Improvements. No alterations of any Common Elements or any additions or improvements thereto shall be made by any Unit Owner without the prior written approval of the Board. Any Unit Owner may make alterations, additions, and improvements within his or 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 will impair the structural integrity of the Building or which would structurally change the Building.

4. Decorating. Each Unit Owner shall furnish and be responsible for, at his or her own expenses all of the decorating within his or her own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps, and other furnishings and interior decorating. The use of and the covering of the interior surfaces of windows, whether by draperies, shades, or other items visible on the exterior of the buildings 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 by the Board, shall be furnished by the Board as part of the common expense.

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ARTICLE IX

SALE, LEASING, OR OTHER ALIENATION

1. Sale or Lease. Any Unit Owner who wishes to sell or lease his or her unit ownership shall give to the Board not less than thirty (30) days prior written notice of his or her intent to sell or lease together with a copy of such contract, the name, address, and financial references of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. No Owner shall be permitted to lease their unit unless the Owner has first owned and occupied the unit for not less than two (2) consecutive years. Owners currently leasing their unit as of the recording date of this Declaration are grandfathered until the unit is sold. Owners may petition the Board for a temporary hardship exemption subject to section (d) below.

No Unit shall be leased by a Unit Owner for hotel or transient purposes or for a term of less than six (6) months and no portion of a Unit which is less than the entire Unit shall be leased, however a housemate situation is permitted provided the Unit is owner-occupied. Any Unit Owner making any lease shall not be relieved thereby from any obligations under this Declaration and the By-Laws. The provisions of the Condominium Property Act, the Declaration, By-Laws and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease. With regard to any lease, the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-Unit Owner to comply with the leasing requirements prescribed by the Act or by the Declaration, By-Laws, and rules and regulations. The Board may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by a tenant of any covenants, rules, regulations or By-Laws.

Notwithstanding any foregoing provisions of this Declaration to the contrary, the rental or leasing of Units is limited to forty percent (40%) of the total Units, effective with the recording of this Declaration. Owners who are leasing any Unit they own prior to the effective date of this Declaration are considered "grandfathered" and exempt from this leasing cap; they may continue to lease such Unit until the Unit is sold or title otherwise transfers. A copy of all leases must be on file with the Board no later than fourteen (14) days after the recording of this Declaration to qualify for grandfather status. All leases shall be in writing and shall provide such lease shall be subject to the terms of this Declaration and any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. A lessee shall be bound by the provisions hereof regardless of whether the lease specifically refers to this Declaration. All

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tenants shall acknowledge in writing that they have received copies of the Rules and Regulations of the Association and a copy of the written receipt shall be submitted to the Board. With respect to those Units not leased on the effective date of this Declaration, the following provisions shall apply:

(a) Any Unit Owner desiring to lease out their Unit must apply to the Board prior to entering into a lease agreement and their name will be added to a waiting list to be maintained by the Board or the managing agent.

(b) Whenever forty percent (40%) or more of the Units at the Association are being leased, no other Units may be leased except as set forth below in subparagraphs (d) and (e). Owners must provide written notice to the Board of intent for a lease to be renewed, and provide a signed lease to the Board, at least thirty (30) days prior to the expiration of the current lease. If written notice of intent to renew a lease is not provided to the Board at least thirty (30) days prior to the end of the current lease, the waiting list shall apply. A changeover of tenants will be considered new residents, and the waiting list shall apply.

(c) At such time as less than forty percent (40%) of the number Units at the Association are being leased out the name on the waiting list for the longest period of time shall have the first opportunity to lease their Unit. That Unit Owner will be given thirty (30) days to indicate whether they intend to lease out their Unit. That Unit Owner will then have an additional thirty (30) days to present a signed lease to the Board, otherwise the right to lease shall pass to the next Unit Owner on the waiting list. The Board shall promptly review the proposed lease agreement in order to verify that it complies with the standards as set forth herein. All leases must be for at least one (1) year. Further, all leases shall provide that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. The Unit Owner making any such lease shall not be relieved thereby from any of his or her obligations under the Declaration.

(d) To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to a Unit Owner to lease his or her Unit to a specified lessee for a period of one (1) year on such reasonable terms as the Board may establish. Such permission may be granted by the Board only upon written application by the Unit Owner to the Board giving the reasons the Unit Owner wishes to be considered for a hardship. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. All requests for extension of the original lease must also be submitted to the Board in the same manner as set forth for the original application. The Board has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease or extension of a lease. The Board's decision shall be final and binding. Any lease approved by the Board shall

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be subject to the Declaration, By-Laws and rules and regulations governing the Association.

(e) Occupancy of a Unit by an immediate family member of a Unit Owner is permitted, and shall not constitute a lease as defined under this Article IX, Section 1, regardless of whether there is a written memorandum or agreement executed between the parties. The term "immediate family member" shall be defined as parents, children (whether natural or adopted), grandparents, grandchildren, siblings, and the spouse of the Unit Owner. The Board reserves the right to require proof of relationship and a memorandum of agreement.

(f) Any Unit being leased out in violation of this Article or any Unit Owner and/or tenant found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

(g) In addition to the authority to levy fines against the Unit Owner for violation of this Article or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Unit Owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

(h) Any action brought on behalf of the Association and/or the Board of Directors to enforce this Article shall subject the Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(i) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

(j) The Board of Directors of the Association shall have the right to lease any Association owned Units, or any Unit which the Association has possession of pursuant to any court order, and said Units shall not be subject to this Article.

2. Gift. Any Unit Owner other than the corporation who wishes to make a gift of his or her unit ownership or any interest therein to any person other than a permitted party under section 10 of this Article IX shall give to the Board not less than ninety (90) days written notice of his or her or her intent to make such gift prior to the contemplated date thereof, together with the name, address/ and financial and character references of the intended donee and such other information concerning the intended donee as the Board may reasonably require. If the gift to such a party is not consented to by the Board, and the Unit Owner insists on making said gift, the members of the Board acting on behalf of the other unit owners, shall at all times have the first

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right and option to purchase such Unit ownership or interest therein for cash at fair market value determined by arbitration as hereinafter provided which option shall be exercisable until the date of expiration as provided herein. In the event that the Board exercises said option and the parties cannot arrive at an agreed price, then within fifteen (15) days after receipt of a written notice by the Board, the Board and the Unit Owner desiring to make such gift shall each select a qualified real estate appraiser. The two appraisers so selected shall, within ten (10) days after their selection, appoint another qualified real estate appraiser to act as the arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the arbitrator shall determine the fair market value of the unit ownership or interest therein which the Unit Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Unit Owner and the Board, and said determination shall be conclusive upon the parties. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall, make the appraisal. The Board's option to purchase the unit ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of written notice of such determination of fair market value. The cost of appraisal shall be divided equally between such Unit Owner and the Board and the Board's share shall be a common expense.

3. Devise. In the event any Unit Owner dies leaving a will devising his or her unit ownership or any interest therein to any person or persons not heirs at law of the deceased Unit Owner under the Rules of Descent of the State of Illinois, and said will is admitted to probate, the members of the Board, acting on behalf of the other unit owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said unit ownership or interest therein, either from the devisee or devisees thereof named in said will, or if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration as herein provided.

In the event of a dispute as to purchase price, within sixty (60) days after the appointment of a personal representative for the estate of a deceased Unit Owner, the Board shall appoint a qualified real estate appraiser, and thereupon give notice of such appointment to the said devisee or devisees or personal representative, as the case may be. within fifteen (15) days thereafter, said devisee or devisee, or personal representatives, as the case may be shall appoint a qualified real estate appraiser within (10) days after the appointment of the two (2) said appraisers, the two so appointed shall appoint another qualified real, estate appraiser to act as the arbitrator. Within fifteen (15) days thereafter the arbitrator shall determine the fair market value of the unit ownership or interest therein devised by the deceased Unit Owner, and shall thereupon give written notice of such determination to the Board and said devisee, devisees, or other personal representative, as the case may be, and said determination shall be conclusive upon the parties.

If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Board's right to purchase the unit ownership, or interest therein, at the price determined by the arbitrator shall expire sixty (60) days after the date of

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receipt by it of such notice if the personal representative of the deceased owner is empowered to sell, and shall expire eight (8) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. The cost of appraisal shall be equally divided between such Unit Owner and the Board and the Board's share shall be a common expense.

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

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

5. Consent of Voting Members. The Board shall not exercise any option hereinabove set forth to purchase any unit ownership or interest therein without the prior consent of voting members having three-fourths (3/4) of the total votes. The Board or its duly authorized representative, acting on behalf of the other unit owners may bid to purchase at any sale of a unit ownership or interest therein of any Unit Owner living or deceased, which said sale is held pursuant to an order or direction of a court, upon the prior consent of voting members having three-fourths (3/4) of the total votes, which said consent shall set forth a maximum price which the Board or its duly authorized representatives authorized to bid and pay for said unit ownership or interest therein.

6. Financing of Purchase under Option. (a) Acquisition of unit ownership or any interest therein under the provisions of this Article may be made from the maintenance fund or any other financing arrangement as the Board deems desirable. If said fund is insufficient, the Board shall levy an assessment against each owner as provided for and subject to Article XVI hereof.

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

7. Title to Acquisition Interest. Unit ownership or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the Board and their successors in office, or such nominee as they shall designate, for the benefit of all the Unit Owners. Said unit ownerships or interests therein shall be sold or leased by the members of the Board in such manner as the Board shall determine. All proceeds of such sale and/or leasing shall be deposited in the same proportion in which the Board could levy a special assessment under the terms of Section 6(a) of this Article.

8. Miscellaneous. If a proposed sale, lease, devise, or gift, of any unit ownership is made by any Unit Owner, after compliance with the foregoing provisions, the purchaser, lessee, devisee, or donee thereunder shall be bound by and be subject to all of the obligations of such Unit Owner with respect to such unit ownership as provided in this Declaration, and in the case of a lease, said lease shall expressly so provide. The Unit Owner making any such lease shall not be relieved thereby from any of his or her obligations hereunder. The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions of this Article, for the purpose of implementing and effectuating the same.

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

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(b) If there is a disagreement as to the value of the interest of a Unit Owner who did not vote in favor of the sale of the Property, that Unit Owner shall have a right to designate an expert in appraisal or property valuation to represent him, in which case, the prospective purchaser of the Property shall designate an expert in appraisal or property valuation to represent him, and both of these experts shall mutually designate a third expert in appraisal or property valuation. The 3 experts shall constitute a panel to determine by vote of at least 2 of the members of the panel, the value of that Unit Owner's interest in the Property.

ARTICLE X

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

1. Sufficient Insurance. In the event that 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 fire 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 therefore provided, however, that in the within one hundred and eighty (180) days after said damage or destruction, the Unit Owners 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 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 or her Unit, in the order of the priority of such liens.

2. Insufficient Insurance. (a) If the 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 and 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

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- (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 Unit Owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each Unit Owner.

(b) In the case of damage or other destruction in which fewer than one-half (1/2) of the units are rendered uninhabitable, upon the affirmative vote of not fewer than three-fourths (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 otherwise, such meeting shall be held within ninety (90) days of the occurrence. At such meeting, the Board of Managers, or its representative, shall present to the members present as estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

(c) In the case of damage or other destruction, upon the affirmative vote of not fewer than three-fourths (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 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 on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdraw of any portion of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. 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 owner shall cease.

ARTICLE XI

EMINENT DOMAIN

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1. Reallocation of Common Elements and Condemnation Award. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage 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 allocation of any condemnation award or other proceeds to any withdrawing of remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entitled to its use.

2. 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 XII

BY-LAWS

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, provided, however, that in the event a Unit Owner is a corporation, partnership, trust, or other legal entity other than a natural person or persons, then any officer, director, or other designated agent of such corporation or 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.

(b) At the first meeting of the Voting Members, three (3) Board members were elected. In all elections for members of the Board, each Voting Member shall be entitled to cumulate his or her votes in the manner provided by law, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Board Members elected at the first annual meeting and all subsequent annual meetings shall serve one year terms of office. Officers and Board members may succeed themselves. The Voting Members having at least two-thirds (2/3) of the total votes may from time to time may increase or decrease the term of office of Board Members at any annual or special meeting, 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 the number of persons on the Board, shall be filled by the Voting Members present at the next annual meeting

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or at a special meeting called for such purpose. Except as otherwise provided in this Declaration, the Property shall be managed by the Board, and the Board shall act by majority vote of those present at meetings when a quorum exists. A majority of the total number of the Members of the Board shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may adopt.

(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; and a Treasurer to keep the financial records and books of account. Any officer may be removed at any meeting by the affirmative vote of the majority of the members of the Board, either with or without cause, and any vacancy in the office may be filled by the Board, either with or without cause, and any vacancy in the office may be filled by the Board at any meeting thereof. The term of the officers shall be filled for a period of one year.

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

(e) Board Elections. If there are multiple Unit Owners of a single Unit, only one of the multiple Unit Owners shall be eligible to serve as a member of the Board at any one time.

(1) Except as provided in subsection (2) in connection with Board elections, a Unit Owner may vote by proxy executed in writing by the Unit Owner or by his or her duly authorized attorney in fact. The proxy must bear the date of execution and, unless the condominium instruments or the written proxy itself provide otherwise, the proxy is invalid after 11 months from the date of its execution; to the extent the condominium instruments or rules adopted thereunder expressly so provide, a vote or proxy may be submitted by electronic transmission, provided that any such electronic transmission shall either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the Unit Owner or the Unit Owner's proxy;

(2) If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting as set forth in this subsection, Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting or (ii) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the Declaration, By-Laws, or rule. The ballots shall be mailed or otherwise

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

(3) If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting as set forth in this subsection, Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting; or (ii) by any acceptable technological means; instructions regarding the use of electronic means for voting shall be distributed to all Unit Owners not less than ten (10) and not more than thirty (30) days before the election meeting, and the Board shall give Unit Owners not less than twenty one (21) days' prior written notice of the deadline for inclusion of a candidate's name on the ballots; the deadline shall be no more than seven (7) days before the instructions for voting using electronic or acceptable technological means is distributed to Unit Owners; every instruction noticed must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity cast votes for candidates whose names do not appear on the ballot; a Unit Owner who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, thereby avoiding any vote previously submitted by that Unit Owner;

(4) If a written petition by Unit Owners with at least twenty percent (20%) of the votes of the Association is delivered to the Board within thirty (30) days after the Board's approval of a rule adopted pursuant to subsection (2) or subsection (3), the Board shall call a meeting of the Unit Owners within 30 days after the date of delivery of the petition. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the rule, the rule is ratified.

(5) Votes cast by ballot under subsection (2) or electronic or acceptable technological means under subsection (3) are valid for the purpose of establishing a quorum.

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

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

The Board may disseminate to the Unit Owners biographical and background information about candidates for election to the Board if reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated; and the Board does not express a preference in favor of any candidate.

Any proxy distributed for Board elections by the Board must give Unit Owners the opportunity to designate any person as the proxy holder and give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

2. General Powers of the Board. The powers and duties of the Board 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 the Declaration or By-Laws placing limits on expenditures for the Common Elements, provided, that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. The terms "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment, with the functional equivalent of the original portions of such areas. Replacement of the Common Elements may result in an improvement over the original quality of such elements or facilities; provided that, unless the improvement is mandated by law or is an emergency as defined in Section 18(a)(8)(iv) of the

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

- (b) Preparation, adoption and distribution of the annual budget for the Property.
- (c) Levying and expending of assessments.
- (d) Collection of assessments from Unit Owners.
- (e) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- (f) Obtaining adequate and appropriate kinds of insurance.
- (g) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by it.
- (h) To adopt and amend rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Condominium Property Act, except that no quorum is required at such meeting of the Unit Owners. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, including, but not limited to, the free exercise of religion, nor may any rules or regulations conflict with the provisions of the Condominium Property Act or the condominium instruments. No rule or regulation shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a condominium Unit.
- (i) Keeping of 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 assessable therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to the other Unit or Units.

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

(l) Impose charges for late payments of a Unit Owner's proportionate share of the common 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) Assign its right to future income, including the right to receive common expenses.

(n) 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 the Act.

(o) Record the granting of an easement for the laying of cable television cable, where authorized by the Unit Owners under the provisions of the Act.

(p) To pay for water, waste removal, other operating expenses, electricity, telephone and other necessary utility service for the Common Elements.

(q) To pay for landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the window and glass doors appurtenant to the Units, if any, or the interior surfaces of the Units and of the hallway doors appurtenant thereto, which the Unit Owner shall paint, clean, decorate, maintain and repair, except if necessitated by repairs to the Common Elements) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper; and the Board shall have the exclusive right and duty to acquire the same for the Common Elements.

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

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

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

(u) The Board or its agent upon reasonable notice may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Board as a common expense.

(v) To adopt and amend rules and regulations (1) authorizing electronic delivery of notices and other communications required or contemplated by the Condominium Property Act to each Unit Owner who provides the Association with written authorization for electronic delivery and an electronic address to which such communications are to be electronically transmitted; and (2) authorizing each Unit Owner to designate any electronic address or a U.S. Postal Service address, or both, as the Unit Owner's address on any list of members or Unit Owners which the Association is required to provide upon request pursuant to any provision of the Condominium Property Act or any condominium instrument.

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

(x) The Board may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the unit Owners and Occupants of the Property. Written notice of such rules and regulations shall be given to all Unit Owners and Occupants, and the entire Property shall at all times be maintained subject to such rules and regulations.

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

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

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(aa) By a majority vote of the entire Board, to assign the right of the Association to future income from Common Expenses or other sources, and to mortgage or pledge substantially all of the remaining assets of the Association.

(bb) Upon authorization by the affirmative vote of not less than a majority of the Voting Members at a meeting duly called for such purposes, the Board, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessments or levy of any real property taxes, any special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as common expenses.

(cc) The Board may ratify and confirm actions of the members of the Board taken in response to an emergency, as that term is defined in the Condominium Property Act, and that the Board shall give notice to the Unit Owners of: (i) the occurrence of the emergency event within seven (7) business days after the emergency event, and (ii) the general description of the actions taken to address the event within seven (7) days after the emergency event.

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

(ee) To record the granting of an easement for the laying of cable television or high speed internet cable where authorized by the Unit Owners under the provisions of Section 14.3 of the Condominium Property Act, and to obtain, if available and determined by the Board to be in the best interests of the Association, cable television or bulk high speed internet service for all of the Units of the condominium on a bulk identical service and equal cost per Unit; and to assess and recover the expense as a common expense and, if so determined by the Board, to assess each and every Unit on the same equal cost per Unit.

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

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

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provision, a Board member's immediate family means the Board member's spouse, parent, and children.

4. Meetings of the Board. The Board shall meet at least four (4) times annually. Special meetings of the Board can be called by the President or at least twenty-five percent (25%) of the members of the Board.

(a) Every meeting of the Board of Managers shall be open to any Unit Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting to: (i) discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board of Managers finds that such an action is probable or imminent, (ii) discuss the appointment, employment, engagement or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) interview a potential employee, independent contractor, agent, or other provider of goods and services, (iv) discuss violations of rules and regulations of the Association, (v) discuss a Unit Owner's unpaid share of common expenses or (vi) consult with the Association's legal counsel. Any vote on these matters shall take place at a meeting of the Board of Managers or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings of the Board of Managers, or portions thereof required to be open by tape, film, or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

(b) Notice of every meeting of the Board of Managers shall be given to every Board member at least forty-eight (48) hours prior thereto, unless the Board member waives notice of the meeting pursuant to subsection (a) of Section 18.8 of the Act. In addition, notice of every meeting of the Board shall be posted in entranceways, elevators, or other conspicuous places in the condominium at least forty-eight (48) hours prior to the meeting of the Board except where there is no common entranceway for seven (7) or more Units, the Board may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted.

(c) Notice of every meeting of the Board of Managers shall also be given at least forty-eight (48) hours prior to the meeting, or such longer notice as the Condominium Property Act may separately require, to: (i) each Unit Owner who has provided the Association with written authorization to conduct business by acceptable technological means, and (ii) to the extent that the condominium instruments of the Association require, to each other Unit Owner, as required by subsection (f) of Section 18.8 of the Act, by mail or delivery, and that no other notice of a meeting of the Board of Managers need be given to any Unit Owner.

(d) Board members may participate in and act at any meeting of the Board of Managers in person, by telephonic means, or by use of any acceptable technological means whereby all persons participating in the meeting can communicate with each other; that participation constitutes attendance and presence in person at the meeting.

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ARTICLE XIII

UNIT OWNERS MEMBERS

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. Where there is more than one Unit Owner of a Unit, if only one of the multiple owners is present at a meeting of the Association, he or she shall be entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There is majority agreement when any one of the multiple owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit. The total number of votes of all voting members shall be 100, and each 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 or her or their unit ownership as set forth in Exhibit "B". The corporation shall designate the voting member with respect to any unit ownership owned by the corporation. The association shall have one class of membership only and that nothing contained in these instruments shall permit or allow different classes of membership among the Unit Owners.

2. Meetings of the Unit Owners. The Unit Owners shall hold an annual meeting, one of the purposes of which shall be to elect members of the Board. Special meetings of the Unit Owners can be called by the President, Board, or by twenty percent (20%) of Unit Owners.

(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.

(b) There shall be an annual meeting of the voting members, one purpose of which shall be to elect the members of the Board, on the second Wednesday of May each year at 7:30 P.M., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days 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 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 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.

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(d) The presence, in person or by proxy, of forty percent (40%) of the Unit Owners at any meeting of the Association shall constitute a quorum unless the Unit Owners holding a majority of the percentage interest in the Association provide for a higher percentage, provided that in voting on amendments to the Association's By-Laws, a Unit Owner who is in arrears on the Unit Owner's regular or separate assessments for sixty (60) days or more, shall not be counted for purposes of determining if a quorum is present, but that Unit Owner retains the right to vote on amendments to the Association's B-Laws.

3. Notices of Meeting. Written notice of any membership meeting shall be mailed or delivered giving Unit Owners no less than ten (10) and no more than thirty (30) days' notice of the time, place, and purpose of such meeting, except that notice may be sent, to the extent the condominium instruments or Rules adopted thereunder expressly so provide, by electronic transmission consented to by the Unit Owner to whom the notice is given, provided that a Board member or Officer or his or her agent certifies in writing to the delivery by electronic means.

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

ARTICLE XIV

ASSESSMENTS - MAINTENANCE FUND

1. Estimated Annual Budget and Assessments. Each year on or before November 1, 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 twenty-five (25) days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes. The "estimated annual budget" shall be assessed to the Unit Owners according to each 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, of any meeting of the Board of Managers concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment, unless a written

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waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. On or before January 1 of the ensuing year and the first of each and every month of ensuing year said 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 or her unit ownership made pursuant to this section. On or before April 1 of each calendar year 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. At the end of the Association's fiscal year and after the Association has approved any end-of-year fiscal audit, if applicable, if the fiscal year ended with a surplus of funds over actual expenses, including budgeted reserve fund contributions, the Board has the authority, in its discretion, to dispose of the surplus in any one or more of the following ways: (i) contribute to surplus to the Association's reserve fund; (ii) return the surplus to the Unit Owners as a credit against the remaining monthly assessments for the current fiscal year; (iii) return the surplus to the Unit Owners in the form of a direct payment to the Unit Owners; or (iv) maintain the funds in the operating account, in which case the funds shall be applied as a credit when calculating the following year's budget. If the fiscal year ends in a deficit, the Board has the authority, in its discretion, to address the deficit by incorporating it into the following year's annual budget.

If twenty percent (20%) of the Unit Owners of the Association deliver a petition objecting to the action under this Section within thirty (30) days after notice to the Unit Owners of the action, the Board shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition. At the meeting, the Unit Owners may vote to select a different option than the option selected by the Board. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the Board's selection and select a different option, the Board's decision is ratified.

2. Reserves and Adjustments. The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Any extraordinary or nonrecurring 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.

(a) Except as provided in subsection (d) below, if an adopted budget or any separate assessment by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within twenty-one (21) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or separate assessment, it is ratified.

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(b) Any Common Expense not set forth in the budget or any increase in assessment over the amount adopted in the budget shall be separately assessed against all Unit Owners.

(c) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Unit Owner approval or the provisions of item (a) above or item (d) below. As used herein, "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

(d) Assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of two-thirds of the total votes of all Unit Owners.

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

3. Statement of Account. Upon ten (10) days' notice to the manager or Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his or her account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

4. Failure to Prepare. The failure or delay of the Board to prepare or serve the annual or adjusted estimate to 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 which is due not more than ten (10) days after such new or annual or adjusted estimate shall have been mailed or delivered.

5. 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.

(a) The Board of Managers of the Association shall keep and maintain the following records, or true and complete copies of these records, at the Association's principal office:

- (1) the Association's Declaration, By-Laws, and plats of survey, and all amendments of these;
- (2) the rules and regulations of the Association, if any;

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(3) if the Association is incorporated as a corporation, the articles of incorporation of the Association and all amendments to the articles of incorporation;

(4) minutes of all meetings of the Association and its Board of Managers for the immediately preceding 7 years;

(5) all current policies of insurance of the Association;

(6) all contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the Unit Owners have obligations or liabilities;

(7) a current listing of the names, addresses, email addresses, telephone numbers, and weighted vote of all members entitled to vote;

(8) ballots and proxies related to ballots for all matters voted on by the members of the Association during the immediately preceding twelve (12) months, including, but not limited to the election of members of the Board of Managers; and

(9) the books and records for the Association's current and ten (10) immediately preceding fiscal years, including, but not limited to, itemized and detailed records of all receipts, expenditures, and accounts.

(b) Any member of the Association shall have the right to inspect, examine, and make copies of the records described in subsections (1), (2), (3), (4), (5), (6) and (9) of subsection (a) of this Section, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right a member must submit a written request to the Association's Board of Managers or its authorized agent, stating with particularity the records sought to be examined. Failure of the Association's Board of Managers to make available all records so requested within ten (10) business days of receipt of the member's written request shall be deemed a denial.

(c) Except as otherwise provided in subsection (e) of this Section, any member of an Association shall have the right to inspect, examine, and make copies of the records described in subsections (7) and (8) of subsection (a) of this Section, in person or by agent, at any reasonable time or times but only for purpose that relates to the Association, at the Association's principal office. In order to exercise this right, a member must submit a written request, to the Association's Board of Managers or its authorized agent, stating with particularity the records sought to be examined. As a condition for exercising this right, the Board of Managers or authorized agent of the Association may require the member to certify in writing that the information contained in the records obtained by the member will not be used by the member for any commercial purpose or for any purpose that does not relate to the Association. The Board of managers of the Association may impose a fine in accordance with section 18.4(1) of the Act

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upon any person who makes a false certification. Subject to the provisions of subsection (e) of this Section, failure of the Association's Board of Managers to make available all records so requested within ten (10) business days of receipt of the member's written request shall be deemed a denial; provided, however, if the Board of Managers of the Association has adopted a secret ballot election process as provided in the Act, it shall not be deemed to have denied a member's request for records described in subdivision (8) of subsection (a) of this Section if voting ballots, without identifying unit numbers, are made available to the requesting member within ten (10) business days of receipt of the member's written request.

In an action to compel examination of records described in subdivisions (6), (7), (8), and (9) of subsection (a) of this Section, the burden of proof is upon the member to establish that the member's request is based on a proper purpose.

(d) The actual cost to the Association of retrieving and making requested records available for inspection and examination under this Section may be charged by the Association to the requesting member. If a member requests copies of records requested under this Section, the actual costs to the Association of reproducing the records may also be charged by the Association to the requesting member.

(e) Notwithstanding the provisions of subsection (c) of this Section, unless otherwise directed by court order, the Association need not make the following records available for inspection, examination, or copying by its members:

- (1) documents relating to appointment, employment, discipline, or dismissal of association employees;
- (2) documents relating to actions pending against or on behalf of the Association or its Board of Managers in a court or administrative tribunal;
- (3) documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or its Board of Managers in a court or administrative tribunal;
- (4) documents relating to common expenses or other charges owed by a member other than the requesting member; and
- (5) documents provided to the Association in connection with the lease, sale, or other transfer of a unit by a member other than the requesting member.

As used herein, "commercial purpose" means the use of any part of a record or records described in subdivision (7) or (8) of subsection (a) of this section, or information derived from such records, in any form for sale, resale, or solicitation or advertisement for sales or services.

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6. 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 may be required to reflect percent or prepaid assessments) shall be deemed to be held for the benefit, use, and account of all the Unit Owners in the percentage set forth in Exhibit "B".

7. Insurance. Any insurance premiums assessed on a basis reflected increased charges for coverage on certain units shall be assessed to such unit.

8. Assessments. If a Unit Owner is in default in 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 suit 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 the legal interest and reasonable attorneys' fees to be fixed by the court. To the extent permitted by any decision or any statute of 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 when and as provided in the Illinois Condominium Property 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 common expenses or of any other expenses required to be paid hereunder when due, Such rights and remedies shall include: (1) 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 the maximum rate permitted by law, and all fees and costs (including reasonable attorney's fees) incurred in the collection thereof; (2) 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 (3) the right to take possession of such defaulting unit Owner's interest in the property, to maintain for the benefit of all other Unit Owners an action for possession in the manner prescribed in "An Act in regard to Forcible Entry and Detainer", approved February 16, 1874 and to execute leases of such defaulting Unit Owner's interest in the property and apply the rents derived therefrom against expenses. The Association shall have no authority to forbear the payment of assessments by any Unit Owner.

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9. Nonuse. 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 or her Unit.

Property of Cook County Clerk's Office

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

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

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ARTICLE XV

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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 shall be used for other than housing and the related common purposes for which the property was designed. Each Unit shall be used as a residence and for no other purpose.

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 or 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 or her Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements. No Unit Owner shall overload the electric wiring in the building, or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others; or connect any machines, appliances, accessories, or equipment to the heating or plumbing system, without written consent of the Board.

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

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 prior consent of the Board.

6. Window Treatment. The use and the 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.

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7. Floor Coverings. In order to enhance the soundproofing of the Building, the floor covering for all occupied Units shall meet a certain minimum standard as may be specified by rules and regulations of the Board.

8. 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 dogs, cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Board.

9. 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.

10. Unsightliness. No clothes, sheets, blankets, laundry, or any kind of other articles shall be hung out or exposed in any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials.

11. Personal Effects. There shall be no playing, lounging, parking 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. There shall be no obstruction of the Common Elements.

12. Commercial Activities. No industry, trade, occupation, or profession of any kind, commercial religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted in any Unit.

13. "For Sale and For Rent" Signs. No "For Sale" or "For Rent" signs, advertising, or displays shall be maintained on any part of the property except at such location and in such form, as shall be determined by the Board.

14. Common Elements. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

15. Exceptions. The Unit restrictions in paragraphs 1 and 12 of this Article XV shall not however, be construed in such a manner as to prohibit a Unit Owner from: (a) maintaining his or her professional library therein, (b) keeping his or her personal business or professional records or accounts therein, or the handling his or her personal business or professional telephone calls or correspondence therefrom. Such uses are declared customarily incident to the principal residential use and not in violation of Section 1 and 12 of this Article XV.

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16. Limitations on the use of smoking cannabis. The Association's Condominium Instruments may prohibit or limit the smoking of cannabis, as the term "smoking" is defined in the Cannabis Regulation and Tax Act, within a Unit Owner's Unit. The Condominium Instruments and rules and regulations shall not otherwise restrict the consumption of cannabis by any other method within a Unit Owner's Unit, or the Limited Common Elements, but may restrict any form of consumption on the Common Elements.

ARTICLE XVI

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

1. Abatement and Enjoinment. The violation of any restriction 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 the provisions thereof, and the Association, or their successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any Manner of trespass: or (b) to enjoin, abate, or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including Court costs and attorneys' fees and expenses, and all damages liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per annum until paid shall be charged to and deemed part of his or her respective snare of the common expenses, and the Board shall have a lien for all of the same upon the unit ownership of such defaulting Unit Owner and upon all of his or her additions and improvements thereto and upon all his or her personal property in his or 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.

2. Involuntary Sale. If any Unit Owner (either by his or her own conduct or by the conduct of any occupant of his or her unit) shall violate any of the covenants or restrictions of this Declaration, or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after such notice in writing from the Board, or shall re-occur more than once after such 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 a whit owner and to continue to occupy? use, or control his or 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 Unit Owner or occupant, or, in the alternative, for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use, or control the unit owned by him on account of the said violation, and 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

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enjoin and restrain the defaulting Unit Owner from re-acquiring his or 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 attorney's fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of the 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 to the property sold subject to this Declaration.

ARTICLE XVII

GENERAL PROVISIONS

1. Notice 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 or any and all notices permitted or required by this Declaration to the given to the Unit Owner whose unit ownership is subject to such mortgage or trust deed.

2. Notices to Board, Association, and Unit Owners. Notices provided for in this Declaration shall be in writing and shall be addressed to the Board or Association, or any Unit Owner, as the case may be at such 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 to him by giving written notice of his or 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, sent by a prescribed delivery method or when delivered in person with written acknowledgement of the receipt thereof, or if addressed to a Unit Owner, when deposited in his or her mailbox in the building or at the door of his or her Unit in the Building.

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

4. Binding Effect. Each grantee of the corporation, 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

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or any Unit, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

5. 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. Amendment. Except as otherwise provided in the Act, this Declaration and By-Laws, the provisions of the Condominium Instruments may be amended, changed, or modified 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 mortgagees required under the provisions of the Condominium Instruments, 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 affidavit. 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 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' Association, 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 (a) the rule against perpetuities or some analogous statutory provision, (b) the rules restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limit, 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 the President of the United States.

9. Liens. 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 or 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 such indebtedness attributable to such unit. In the event such lien exists against the units or against the property, the amount of such proportionate payment shall be computed based on the basis of the percentage set forth in the Declaration. Upon payment herein as provided, it is the duty of the encumbrancer to execute

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and deliver to the Unit Owner a release of such unit and the undivided interest in the common elements appertaining thereto from such lien.

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 or her proportionate share of the indebtedness as set forth herein, whether collection is sought through assessment or otherwise. A Unit Owner shall be liable for any claim, damage, or judgment entered as a result of the use or operation of his or her unit or caused by his or her own conduct.

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 or her unit's proportionate share of any due and payable indebtedness.

10. Release of Claims. Each Unit Owner hereby waives and release any and all claims which he may have against any other Unit Owner, occupant, the Association, its officers, members of the Board, the 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 elements, caused 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 apartment 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 ownership. 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.

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The amount of such lien or obligation shall continue to be a charge or lien upon the unit ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of such unit ownership.

ARTICLE XVIII

FIRST MORTGAGEE' S RIGHTS

1. First Mortgagee Consent. Notwithstanding the other Articles of this Declaration, the prior written approval of 75% of the mortgage Lenders holding first mortgages on the Units will be required for the Association to do or permit to be done any of the following:

(a) Adoption of an amendment to this Declaration which changes the undivided interests of the Units in common Elements, except for amendments to this Declaration resulting from the addition of Units or contractions of the condominium as a result of substantial damage to portions of the Property or condemnation.

(b) The abandonment or termination of the condominium;

(c) The partition or subdivision of a Unit;

(d) The abandonment, partition, subdivision, encumbrance/ sale or transfer of the Common Elements, except for the dedication of portions of the Common Elements or the granting of easements for public utilities or for other public purposes consistent with the intended use of the Property;

(e) The sale of the Property;

(f) The removal of a portion of the Property from the provisions of the Act and of this Declaration;

(g) The effectuation of a decision by the Association to terminate professional management and assume self-management of the condominium; or

(h) The use of hazard insurance proceeds for losses of the Condominium Property (whether to Units or to the Common Elements) for other than the repair, replacements or reconstruction of such Units or Common Elements.

However, the consent of the first mortgagees will not be required with respect to any action under (a) through (h) above which occurs as a result of (i) substantial damage due to fire or other casualty (including, without limitation, action taken pursuant to Article XI or XII) a taking of a portion or all of the Property by condemnation or eminent domain (including, without limitation, action taken pursuant to Article XI).

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Notwithstanding anything herein to the contrary requiring approval of any mortgagee or lien holder of record, and if the mortgagee or lien holder of record receives a request to approve or consent to an amendment to the Declaration and/or By-Laws, the mortgagee or lien holder of record is deemed to have approved or consented to the request unless the mortgagee or lien holder of record delivers a negative response to the requesting party within sixty (60) days after the mailing of the request. A request to approve or consent to an amendment to the Declaration and/or By-Laws that is required to be sent to a mortgagee or lien holder of record shall be sent by certified mail.

ARTICLE XIX

NOTICE TO FIRST MORTGAGEES

1. Notice and Documents. Each Unit Owner shall notify the Association of the name and address of his or her first mortgagee and the Association shall maintain a record of such information with respect to all Units in a book entitled "Mortgagees of Units". Each first mortgagee shall have the right to examine the books and records of the Association at any reasonable time. Upon the specific written request of a first mortgagee to the Board, the first mortgagee shall receive some or all of the following as designated in the request:

(a) copies of budgets, notice of assessment, or any other notices or statements provided under this Declaration by the Association to the Unit Owner of the Unit covered by the first mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;

(c) Copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;

(d) Notice of any decision by the Unit Owners to make any material amendment to this Declaration, the By-Laws, or the Articles of Incorporation of the Association;

(e) Notice of substantial damage to or destruction of any Unit in excess of \$5,000.00 or any part of the Common Elements in excess of \$30,000.00;

(f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property; or

(g) Notice of any default of the Unit Owner of the Unit which is subject to the first mortgagee's mortgage, where such default is not cured by the owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default.

The request of a first mortgagee shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association.

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Failure of the Association to provide any of the foregoing to a first mortgagee who has made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The Association need not inquire into the validity of any request made by a first mortgagee hereunder and in the event of multiple requests from purported first mortgagees of the same Unit, the Association shall honor the most recent request received.

ARTICLE XX

INSURANCE PROCEEDS/CONDEMNATION AWARDS

In the event of (i) any distribution of any insurance proceeds hereunder as a result of substantial damage to, or destruction of, any part of the Property, or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Property, any such distribution shall be made to the Unit Owners and their respective first mortgagees, as their interests may appear, and no Unit Owner or other party shall be entitled to priority over the first mortgagee of a Unit with respect to any such distribution to or with respect to such Unit; provided, however, that nothing in this Section shall be construed to deny to the Association the right to apply any such proceeds to repair or replace damaged portions of the Property after a casualty occurrence or after condemnation or taking by eminent domain of a part of the Property.

ARTICLE XXI

MISCELLANEOUS

1. 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.

2. Metering. The Board may establish and maintain a system of master metering of public utility services and collect payments in connection therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act.

3. Resale Approval. In the event of a sale of a condominium unit by a Unit Owner, the Association shall not exercise any right to disapprove the sale, on the basis that the purchaser's financing is guaranteed by the Federal Housing Administration.

4. Use of Technology. (a) Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under any condominium instrument or any provision of the Act may be accomplished using acceptable technological means.

(b) The Association, Unit Owners, and other persons entitled to occupy a Unit may perform any obligation or exercise any right under any condominium instrument or any provision of the Act by use of acceptable technological means.

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


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

(e) Subject to other provisions of law, no action required or permitted by any condominium instrument or any provision of the Act need be acknowledged before a notary public if the identity and signature of the signatory can otherwise be authenticated to the satisfaction of the Board of Directors or Board of Managers.

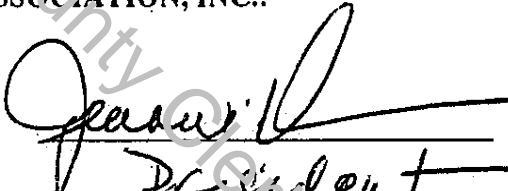
(f) If any person does not provide written authorization to conduct business using acceptable technological means, the Association shall, at its expense, conduct business with the person without the use of acceptable technological means.

IN WITNESS WHEREOF, the Board has caused its name to be signed to these presents on this 20 day of November, 2021.

**BOARD OF DIRECTORS FOR THE WRIGLEYVILLE MANOR
CONDOMINIUM ASSOCIATION, INC.:**



Treasurer



President

BEING AT LEAST TWO-THIRDS (2/3) OF THE BOARD OF DIRECTORS
FOR THE WRIGLEYVILLE MANOR CONDOMINIUM ASSOCIATION, INC.

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EXHIBIT A

LEGAL DESCRIPTION

WRIGLEYVILLE MANOR CONDOMINIUM ASSOCIATION

ALL UNITS TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE WRIGLEYVILLE MANOR CONDOMINIUM ASSOCIATION AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 27 IN OWNER'S SUBDIVISION OF BLOCK 1 IN THE LAFLIN SMITH AND DYERS SUBDIVISION IN THE NORTHEAST QUARTER (EXCEPT THE 1.28 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM WHICH WAS RECORDED ON OCTOBER 29, 1990 AS DOCUMENT NUMBER 90526926 IN COOK COUNTY, ILLINOIS.

Common Address: 856 W. Sheridan Road and 3901 N. Fremont Street
Chicago, IL 60613

PINs: 14-20-207-033-1001
Through and including: 14-20-207-033-1010

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EXHIBIT C

CERTIFICATION AS TO OWNER APPROVAL

I, Andreea Micu, do hereby certify that I am the duly elected and qualified secretary for the Wrigleyville Manor Condominium Association, Inc. and as such Secretary, I am the keeper of the books and records of the Association.

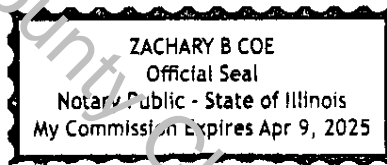
I further certify that the attached Amended and Restated Declaration for the Wrigleyville Manor Condominium Association, Inc. was duly approved by seventy-five percent (75%) of the Owners, in accordance with the provisions of Article XVII, Section 6 of the Original Declaration.

Andreea Micu

Secretary

Sworn to and subscribed before me this
24 day of November, 2021

Zachary B Coe
Notary Public



UNOFFICIAL COPY

EXHIBIT D

AFFIDAVIT AS TO MORTGAGEE NOTIFICATION

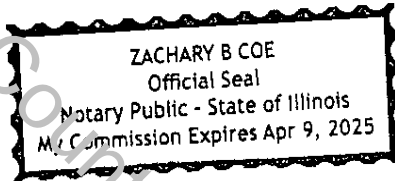
I, Andreea Micu, do hereby certify that I am the duly elected and qualified Secretary for the Wrigleyville Manor Condominium Association, Inc. and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amended and Restated Declaration for the Wrigleyville Manor Condominium Association, Inc. was mailed to all Mortgagees having bona fide liens of records no less than ten (10) days prior to the date of this affidavit.

Andreea Micu
Secretary

Sworn to and subscribed before me this
24 day of November, 2021

Zachary B Coe
Notary Public



UNOFFICIAL COPY

WRIGLEYVILLE MANOR CONDOMINIUM ASSOCIATION, INC.

BALLOT

Regarding the proposed Amended and Restated Declaration for the Wrigleyville Manor Condominium Association, Inc.:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.


Signature line

Jeane M. Goran
Printed Name

Property Address: 390 N. Fremont #18 Unit # 18
Chicago, IL 60613

Percentage of Ownership: 11.30 %

Name and Address of Mortgage Lender (if any):***

Chase
PO BOX 78420
Phoenix AZ 85062-8420
Loan No. 1399922665

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

WRIGLEYVILLE MANOR CONDOMINIUM ASSOCIATION, INC.

BALLOT

Regarding the proposed Amended and Restated Declaration for the Wrigleyville Manor Condominium Association, Inc.:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

Fred B. Davdick
Signature line

Frederick B. Davdick
Printed Name

Property Address: 3901 N. Fremont St Unit # 25
Chicago, IL 60613

Percentage of Ownership: 9.03611%

Name and Address of Mortgage Lender (if any):***
Chase

Loan No. 1803016286

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

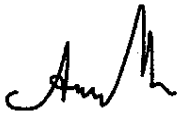
WRIGLEYVILLE MANOR CONDOMINIUM ASSOCIATION, INC.

BALLOT

Regarding the proposed Amended and Restated Declaration for the Wrigleyville Manor Condominium Association, Inc.:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.



Signature line

Andreea Micu

Printed Name

Property Address: 3901 N Fremont St. Unit # 3S
Chicago, IL 60613

Percentage of Ownership: 9.41271 %

Name and Address of Mortgage Lender (if any):***

CMC Funding, Inc c/o Specialized Loan Servicing
P.O. Box 636005
Littleton, CO 80163-6005

Loan No. 1025568353

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

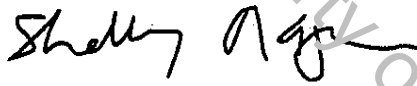
WRIGLEYVILLE MANOR CONDOMINIUM ASSOCIATION, INC.

BALLOT

Regarding the proposed Amended and Restated Declaration for the Wrigleyville Manor Condominium Association, Inc.:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.



Signature line

Shelly Nakera

Printed Name

Property Address: 3901 N Fremont I Unit # G
Chicago, IL 60613

Percentage of Ownership: 5.94881 %

Name and Address of Mortgage Lender (if any):***
N/A

Loan No. N/A

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

WRIGLEYVILLE MANOR CONDOMINIUM ASSOCIATION, INC.

BALLOT

Regarding the proposed Amended and Restated Declaration for the Wrigleyville Manor Condominium Association, Inc.:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

Raige Carroll
Signature line

Raige Carroll
Printed Name

Property Address: 3901 N Fremont St Unit # 1N
Chicago, IL 60613

Percentage of Ownership: 8.28 %

Name and Address of Mortgage Lender (if any):***

Chase Home Lending
700 Kansas Lane
Monroe, LA 71203
Loan No. 1152763928

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

WRIGLEYVILLE MANOR CONDOMINIUM ASSOCIATION, INC.

BALLOT

Regarding the proposed Amended and Restated Declaration for the Wrigleyville Manor Condominium Association, Inc.:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

Steven Cherny
Signature line

Steven Cherny
Printed Name

Property Address: 3901 W. Fremont St Unit # 3N
Chicago, IL 60613

Percentage of Ownership: 9.03111 %

Name and Address of Mortgage Lender (if any):***

Guaranteed Rate
3940 W. Ravenswood
Chicago, IL 60643
Loan No. 1147485535

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

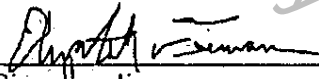
WRIGLEYVILLE MANOR CONDOMINIUM ASSOCIATION, INC.

BALLOT

Regarding the proposed Amended and Restated Declaration for the Wrigleyville Manor Condominium Association, Inc.:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.



Signature line

Elizabeth Teman

Printed Name

Property Address: 856 W. Sheridan Rd Unit # 2A
Chicago, IL 60613

Percentage of Ownership: 11.29521%

Name and Address of Mortgage Lender (if any):***

Chase
PO BOX 78420
PHOENIX AZ 85062-8420
Loan No. 1152279528

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY


WRIGLEYVILLE MANOR CONDOMINIUM ASSOCIATION, INC.

BALLOT

Regarding the proposed Amended and Restated Declaration for the Wrigleyville Manor Condominium Association, Inc.:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

 Chelsea Kratochvil
Signature line

Michael Juetner Chelsea Kratochvil
Printed Name

Property Address: 856 W. Sheridan Rd #3A Unit # 3A
Chicago, IL 60613

Percentage of Ownership: 13.1 %

Name and Address of Mortgage Lender (if any):***
MR. Cooper
LakeVista 4
800 State Highway 121 Bypass / Lewisville, TX 75067
Loan No. 656188939

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.