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AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
OWNERSHIP AND BY-LAWS,  
EASEMENTS, RESTRICTIONS AND  
COVENANTS  
FOR  
GLENWOOD MANOR #1 CONDOMINIUM  
ASSOCIATION

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KAREN A. YARBROUGH

COOK COUNTY CLERK

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AMENDED AND RESTATED DECLARATION  
OF CONDOMINIUM OWNERSHIP  
FOR  
GLENWOOD MANOR #1 CONDOMINIUMS

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## **DECLARATION OF CONDOMINIUM OWNERSHIP FOR GLENWOOD MANOR #1 CONDOMINIUMS**

This Amended and Restated Declaration is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by GLENWOOD MANOR #1 CONDOMINIUM ASSOCIATION with the approval of the Board of Directors pursuant to Section 27 of the Illinois Condominium Property Act; and

### **RECITALS**

WHEREAS, the original Declaration of Condominium Ownership for Glenwood Manor #1 Condominium Association ("Declaration") was recorded with the Cook County Recorder of Deeds as Document No. 21074998 on February 5, 1970, against a certain parcel of real estate described in Exhibit A, as amended from time to time;

WHEREAS, the Declaration has been amended from time to time by Amendments, recorded with the Recorder of Deeds of Cook County, Illinois; and

WHEREAS, the Association and its Owners are the legal title holders of the property, which is located in Cook County, Illinois, which is legally described in Exhibit B hereto. The property is subject to the Illinois Condominium Property Act and to the provisions of this Declaration; and

WHEREAS, Glenwood Manor #1 Condominium Association is a not-for-profit corporation and condominium association subject to the Condominium Property Act (the "Act") and the General Not-for-Profit Corporation Act; and

WHEREAS, Glenwood Manor #1 Condominium Association is governed by a Board of Directors (the "Board"); and

WHEREAS, It is the purpose of the Declaration to set out various provisions governing the use, occupancy, administration and maintenance of the Condominium Property for the mutual use, benefit and enjoyment thereof by the Owners. The Association shall be responsible for the administration of the Condominium Property and the maintenance, repair and replacement of the Common Elements. Each Owner shall be assessed to pay his proportionate share of the Common Expenses required to operate the condominium, all as more fully provided in this Declaration.

WHEREAS, Section 27 of the Act, 765 ILCS 605/27, gives the Board the authority to amend the Declaration to correct any error, omission or inconsistency in the Declaration as well as to conform the Declaration to the Act and other applicable statutes; and

WHEREAS, the Board of Glenwood Manor #1 Condominium Association believes that it is in the best interest and welfare of the Association to update the provisions of the Declaration to comply with the Act and other applicable statutes; and

WHEREAS, this Amended and Restated Declaration has been approved by a majority of the members of the Board;

NOW THEREFORE, the Declaration is hereby amended and restated as follows:

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## ARTICLE I

### DEFINITIONS

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

<u>Acceptable Technological Means:</u>	Includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the association, is deemed to provide reasonable security, reliability, identification, and verifiability
<u>Building:</u>	The Building located on the Parcel containing the Units, as more specifically hereafter described in Article II.
<u>Common Elements:</u>	All portions of the Property except the units.
<u>Community Area:</u>	That portion of Glenwood Manor to be held and used for recreational purposes as set forth in Article XII of this Declaration.
<u>Declaration:</u>	This instrument by which the property is submitted to the provisions of the Condominium Property Act of the State of Illinois, and such Declaration as from time to time amended.
<u>Electronic Transmission:</u>	Any form of communication, not directly involving the physical transmission of paper, that creates a record of 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.
<u>Glenwood Manor:</u>	The entire planned development as described in Article XII of this Declaration, including the Property.
<u>Occupant:</u>	Person or persons, other than an Owner, in possession of a Unit.
<u>Owner:</u>	The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit Ownership. For the purposes of Article VIII hereof, unless otherwise specifically provided therein the word "Owner" shall include any beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to a Unit.
<u>Parcel:</u>	The entire tract of real estate above herein described.
<u>Property:</u>	All the land, property and space comprising the Parcel, all improvements and structures constructed or contained therein or thereon, including the Building and all easements, rights and

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appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of the Owners.

- Parking Area: The part of the Common Elements, provided for parking automobiles as shown on Exhibit "A" attached hereto.
- Parking Space: A part of the Property within the Parking Area intended for the parking of a single automobile with each Unit Ownership to have the perpetual and exclusive use of at least one Parking Space as hereinafter set forth.
- Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- Unit: A part of the property within the Building including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for a one family dwelling or such other uses permitted by this Declaration, and having lawful access to a public way.
- Unit Ownership: A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

## ARTICLE II

### UNITS

1. Description of Ownership: All Units in the Building located on the Parcel are delineated on the surveys attached hereto as Exhibit "A" and made a part of this Declaration, and are legally described as follows:

Units 111 to 116, both inclusive, 121 to 124, both inclusive, 131 to 136, both inclusive, 211 to 216, both inclusive, 221 to 224, both inclusive, 231 to 236, both inclusive, 311 to 316, both inclusive, 321 to 324, both inclusive, 331 to 336, both inclusive, 411 to 415, both inclusive, 421 to 424, both inclusive, and 431 to 436, both inclusive, as delineated on survey of a Tract of Land comprising part of the Southwest 1/4 of Section 33, Township 36 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois, said Tract of Land being described as follows: Beginning at a point 26 feet North of the South line and 925 feet East of the West line of said Section 33; and running thence North perpendicular to said South line of Section 33 and along the West line of Bruce Lane, as heretofore dedicated by "Glenwood Manor Units No. 8 and 9," a distance of 284 feet; thence West parallel with said South line of Section 33, a distance of 77 feet; thence North perpendicular to said South line of Section 33, a distance of 30 feet; thence West parallel with said South line of Section 33, a distance of 253 feet; thence North perpendicular to said South line of Section 33, a distance of 224.40 feet; thence West parallel with said South line of Section 33, a distance of 70 feet, to an intersection with a line drawn perpendicular to said South line of Section 33 and

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passing through a point on said South line, 525 feet East of the Southwest corner of said Section; thence South along said perpendicular line, a distance of 524.40 feet to a point 40 feet North of said South line of Section 33; thence East, parallel with said South line of Section 33 and along the North line of Arquilla Drive, as heretofore dedicated by "Glenwood Manor Unit No. 7," a distance of 60 feet; thence Easterly along said North line of Arquilla Drive, a distance of 221.07 feet to a point 26 feet North of said South line of Section 33; thence East, parallel with said South line of Section 33 and along said North line of Arquilla Drive, a distance of 119.38 feet to the point of beginning, which survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by Glenwood Farms, Inc., an Illinois corporation, recorded in the office of the Recorder of Cook County, Illinois, as Document No. 21074998.

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

2. Certain Structures Not Constituting Part of a Unit. No Owner shall own any pipes, wires, conduits, public utility lines or structural components running through his Unit and serving more than his Unit except as a tenant in common with all other Owners.

## ARTICLE III

### COMMON ELEMENTS

1. Description. Except as otherwise in this Declaration provided, the Common Elements shall consist of, all portions of the Property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, outside walks and driveways, landscaping, stairways, entrances and exits, elevators, halls, balconies, patios, lobbies, corridors, storage areas, laundry areas, roof, structural parts of the Building; basement, Parking Area, garages, pipes, flues, chutes, conduits, wires and other utility installation to the outlets, and such component parts of walls, floors and ceilings as are not located within the Units.

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



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## ARTICLE IV

### GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

1. Submission of Property to "Condominium Property Act". The Property is hereby submitted to the provisions of the "Condominium Property Act" of the State of Illinois.

2. No Severance of Ownership. No Owner shall execute any deed, mortgage, lease, or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described 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 any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or, if by reason of the design or construction of any Unit, it shall be necessary or advantageous to an Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to said Unit, which will not unreasonably interfere with the use or enjoyment of the Common Elements by other Unit Owners, or, if by reason of the design or construction of utility and ventilation systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Building shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Owners and if it occurred due to the willful conduct of any Owner.

(b) Utility Easements. The Village of Glenwood, Illinois, the Illinois Bell Telephone Company, Commonwealth Edison Company Northern Illinois Gas Company and all other public utilities serving the Property are hereby granted the right to lay, construct, renew, alter, remove, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Elements for the purpose of providing utility service to the Property. Perpetual easements for the installation, operation and maintenance of sanitary sewer, storm sewer and water main are hereby declared and granted to the Village of Glenwood, Illinois, into and through those parts of the Common Elements as delineated on Exhibit "A" and identified as "Storm Sewer Easement," "10 foot Easement for operation and maintenance of Water Main" and "10 foot Easement for operation and maintenance of Sanitary Sewer" for the benefit of the Property. The easements identified as "10 foot Easement for operation and maintenance of Sanitary Sewer" and "Storm Sewer Easement" which intersect the West boundary line of the Property shall also be for the benefit of any other real estate that now or hereafter may utilize such easements. Perpetual easements for the installation operation and maintenance of public Utilities are hereby declared and granted to certain public utility companies into and through those parts of

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the Common Elements as delineated on Exhibit "A" and identified as "5 foot Easement for Northern Illinois Gas Company" and "10 foot Easement for Commonwealth Edison and Illinois Bell Telephone Company Lines" for the benefit of the Property.

(c) The Village of Glenwood, Illinois, is hereby granted the following rights in and through the Property: (1) Access for emergency equipment, including, but not limited to fire, ambulance and police equipment; and (2) Regulation of parking, including the right to post "no parking" signs, and full authority for enforcement of such regulation.

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

(e) Easements for ingress, egress and driveway and for water main and public utilities are hereby declared and granted into and through those parts of the Common Elements as delineated on Exhibit "A" and identified as "25 foot Easement for Ingress Egress and Driveway," "Easement for Ingress and Egress," "10 foot Easement for operation and maintenance of Water Main," and "5 foot Easement for Northern Illinois Gas Company" for the benefit of all the real estate described in Article XII, Section 1 of this Declaration, and lying North of and adjacent to the Property, which real estate is now owned by Declarant and which the Declarant intends to improve with additional apartment buildings and with recreational facilities. Such recreational facilities shall be for the use and benefit of the Owners and Occupants of the Property and the Owners and Occupants of such additional apartment buildings.

(f) Parking Area. The Parking Area, including both garage and outdoor Parking Spaces located therein, shall be part of the Common Elements. Each Unit Ownership shall be entitled to the assignment of and shall always have appurtenant to it the exclusive use of, and right to park in, one such garage or outdoor Parking Space as part of the consideration for the purchase price of the Unit Ownership. Any Owner or purchaser of a Unit Ownership may obtain the assignment of an additional Parking Space (either an outdoor or garage Parking Space and hereinafter called "Additional Parking Space") upon payment of such consideration as may be agreed upon with the Declarant. Owners may exchange or lease Parking Spaces between themselves and Owners may lease Parking Spaces to Occupants, but not to any person or entity who is not an Owner or Occupant. The term of any lease of a Parking Space shall not exceed one year and shall automatically terminate upon the sale, lease, gift, devise, mortgage or other transfer of the Unit Ownership to which such Parking Space is appurtenant. Owners having an Additional Parking Space may transfer such Additional Parking Space on such basis as they may deem appropriate but only to another Owner or to the Board. The Parking Space and any Additional Parking Space appurtenant to each Unit Ownership shall pass with the title to such Unit Ownership, even though not expressly mentioned in the deed, lease, mortgage or other document passing such title. The Board shall pay for out of the maintenance fund hereinafter provided for, the maintenance and repair of the several garages now or hereafter located in the Parking Area; provided, however the Board shall levy a special assessment for the cost of maintenance and repair of any such garage

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pro rata against the Owners having the exclusive use of and right to park in such garage. The entire Parking Area shall be used and operated in such manner and subject to such rules and regulations as the Board may prescribe from time to time consistent with the terms of this Declaration.

(g) Storage Area. The storage area for the Owners' personal property in the Building outside of the respective Units shall be part of the Common Elements, and the exclusive use and possession, of such area shall be allocated among the respective Owners in such manner and subject to such rules and regulations as the Board may prescribe. Each Owner shall be responsible for his/her personal property in such storage area. The Board and the Association shall not be considered the bailee of such personal property and shall not be responsible for any loss or damage thereto whether or not due to the negligence of the Board and/or the Association.

(h) Easements to Run with Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any 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 Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

## ARTICLE V

### ADMINISTRATION

1. Administration of Property. The direction and administration of the Property shall be vested in a Board of Managers (hereinafter referred to as the "Board"), consisting of seven (7) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Owners or a spouse of an Owner and shall reside on the Property; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board, if such person resides on the property.

2. Association. The Declarant, upon the sale of one or more Units, and prior to the election of the first Board, and the Board at any time thereafter, may cause to be incorporated a not-for-profit corporation under the General Not for Profit Corporation Act of the State of Illinois, to be called "Glenwood Manor #1 Condominium Association" or a name similar thereto, which corporation (herein referred to as the "Association") shall be the governing body for all the Owners for the maintenance, repair, replacement, administration and operation of the Property. The Board of Directors of the Association shall be deemed to be the "Board of Managers" referred to herein and in the Condominium Property Act. Upon the formation of such Association, every Owner shall be a member therein, which membership shall automatically terminate upon the sale, transfer or other disposition by such member of his/her Unit Ownership, at which time the new Owner shall

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automatically become a member therein.

3. Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Owners. Such person shall be known (and hereinafter referred to) as a "Voting Member." Such Voting Member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Any proxy distributed for Board elections by the Board gives Owners the opportunity to designate any person as the proxy holder, and gives the Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the Voting Members and (those constituting a group acting unanimously) may vote or take any other action as a Voting Member either in person or by proxy. The total number of votes of all Voting Members shall be 100, and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit "B."

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

(b) Annual Meeting. There shall be an annual meeting of the Voting Members on the first Tuesday of October 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). Written notice of any membership meeting shall be mailed or delivered giving members 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 provided herein or rules adopted by the Board, by electronic transmission consented to by the Owner to whom the notice is given, provided the director and officer or his agent certifies in writing to the delivery by electronic transmission.

(c) Special Meetings. Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the Voting Members having one-fourth (1/4) of the total votes and delivered not less than ten (10) 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.

(d) Matters subject to the affirmative vote of not less than 2/3 of the votes of Owners at a meeting duly called for that purpose, shall include, but not be limited to:

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- (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 Owners.

5. Notices of Meetings. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him/her to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board. The Board shall meet at least four (4) times annually. Meetings of the Board may be called, held and conducted in accordance with rules and regulations to be adopted by the Board; provided that an annual meeting of the Board, at which the officers of the corporation shall be elected, shall be held within thirty (30) days after each annual meeting of the members. Notice of every meeting of the Board shall be posted in entranceways, elevators or other conspicuous places in the Condominium Property at least 48 hours prior to the meeting of the Board.

6. Board of Managers (Board of Directors). (a) In all elections for members of the Board, each Voting Member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. At the first annual meeting the seven (7) Board members shall be elected. The four (4) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years, and the three (3) persons receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each. The Voting Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3), and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Members of the Board shall receive no compensation for their service, unless expressly allowed by the Board at the direction of the 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 remaining members of the Board by 2/3 vote until the next annual meeting of Owners or for a period terminating no later than 30 days following the filing of a petition signed by Owners holding 20% of the votes of the Association requesting a meeting of the Owners to fill the vacancy on the Board no later than 30 days following the filing of a petition signed by Owners holding 20% of the votes of the Association requesting such a meeting. The members of the Board shall have the authority to fill the vacancy of officers for the unexpired portion of the term. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority votes of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. A majority of the total number of members on the Board shall constitute a quorum.

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(b) 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, a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general, perform all the duties incident to the office of Secretary, and Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. In the performance of their duties, the officers and members of the Board, whether appointed by the developer or elected by Owners, shall exercise the care required of a fiduciary of the Owners.

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

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

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

(a) Water, waste removal, professional management fees, electricity and telephone and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units.

(b) To 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.

(c) To record the granting of an easement for the laying of cable television or high speed Internet cable where authorized by the Owners under the provisions of Section 14.3; 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 basis; and to assess and recover the expense as a Common Expense and, if so determined by the Board, to assess each and every Unit on the same equal cost per Unit basis.

(d) To obtain adequate and appropriate kinds of insurance. A policy or policies of insurance insuring the Common Elements and the Units against loss or damage by the perils of fire, lightning, hazard and those contained in the 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, and the proceeds thereof shall be payable to, the Members of the Board, as trustees for each of the Owners in the percentages established in Exhibit "B." Prior to obtaining any such policy or policies of insurance, or any renewal thereof, the Board, at its option, may

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obtain an appraisal from a qualified appraiser for the purpose of determining the full replacement value of the Common Elements and the Units for the amount of insurance to be effected pursuant hereto. The cost of any and all such appraisals shall be common expenses. Each Owner shall notify the Board in writing of any additions or alterations to his/her Unit resulting in increased value thereof and he shall be responsible for any deficiency in any insurance loss recovery resulting from his/her failure to so notify the Board. All such policies of insurance (1) shall contain standard mortgage clause endorsements in favor of the mortgagee or mortgagees of each Unit, if any, as their respective interests may appear. (2) shall provide that the insurance, as to the interest of the Board, shall not be invalidated by any act or neglect of any Owner, (3) shall provide video that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Owners elect to sell the Property or remove the Property from the provisions of the Condominium Property Act, (4) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days prior written notice to the mortgagee of each Unit, (5) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the association, its officers, members of the Board, the managing agent, if any, their respective employees and agents, and Owners and Occupants, and (6) shall contain a "Replacement Cost Endorsement." Notwithstanding the issuance of standard mortgage clause endorsements, any losses under such policies of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provisions of this Declaration and the Condominium Property Act; provided, however, that if the Board fails to perform all of the conditions precedent required by the policy or policies of insurance, and fails to collect the amount of the loss within the time required and by law, and any mortgagee or mortgagees are required to avail themselves of their rights under the standard mortgage clause endorsement to collect the proceeds of the policy or policies of insurance, any amounts so collected through the efforts of said mortgagee or mortgagees shall be applied as directed by said mortgagee or mortgagees. The Board may engage the services of a bank or trust company authorized to do trust business in Illinois and having a capital of not less than \$5,000,000.00 to act as Insurance Trustee and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of this Declaration. In the event the lowest of three (3) bids from reputable contractors for making all repairs required by any such loss shall exceed \$30,000.00, the Board upon written and of the mortgagee of any Unit shall engage the services of Insurance Trustee as aforesaid. The fees of such Insurance Trustee shall be common expenses. 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 the 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 Owners, or any other additions, alterations, or upgrades installed or purchased by any Owner.

- (e) Comprehensive public liability and property damage insurance in such limits as the Board

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shall deem desirable insuring the members of the Board, the managing agent, if any their agents and employees and the Owners from any liability in connection with the Common Elements or the streets, sidewalks and public spaces adjoining the Property. Such insurance coverage shall also cover cross liability claims of one insured against another. Property and general liability insurance policies required to be carried by the Association must include the following provisions: (a) Each Owner and secured party is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or members of the Association. (b) The insurer waives its right to subrogation under the policy against any Owner of the Association or members of the Owner's household and against the Association and members of the Board. (c) The Owner waives his or her right to subrogation under the Association policy against the Association and the Board.

(f) Workmen's compensation insurance as maybe necessary to comply with applicable laws and such other forms of insurance as the Board in its judgment shall elect to effect.

(g) The services of any person or firm employed by the Board. The Board may employ the services of any person or firm to act on behalf of the Owners in connection with real estate taxes and special assessments on the Unit Ownerships, and in connection with any other matter where the respective interests of the Owners are deemed by the Board to be similar and non-adverse to each other. The cost of such services shall be common expenses.

(g) Landscaping, gardening, snow removal, painting, cleaning, tuck pointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the windows and sliding glass doors appurtenant to the Units and the interior surfaces of the Units and of the hallway doors appurtenant thereto, which the Owners shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements.

(i) 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 law 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.

(j) To accept service of a notice of claim for purposes of the Mechanics Lien Act on behalf of each respective member of the Association with respect to improvements performed pursuant to any contract entered into by the Board or any contract entered into prior to the recording of this Declaration pursuant to the Act, for a property containing more than 8 units, and to distribute the notice to the Owners within 7 days of the acceptance of the service by the Board. The service shall be effective as if each individual Owner had been served individually with notice. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Owners. Where one or more Owners are responsible for the existence of such lien they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Owners.



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(k) Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements, or any other portion of the Building, and an Owner of any Unit 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 delivered by the Board to said Owner, provided that the Board shall levy a special assessment against such Owner for the cost of said maintenance or repair. (l) To collect assessments from Owners. Any amounts necessary to pay the proportionate cost to the Owners for the operation maintenance, improvement and management of the Community Area that is assessed by the Association pursuant to Article XII of this Declaration. Such proportionate cost shall be common expenses.

(m) The Board or its agents upon reasonable notice may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. The Board or its agents may likewise enter any balcony or patio for maintenance, repairs construction or painting. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

(n) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions to, or capital improvements of either the Common Elements or the Community Area (other than for purposes of replacing or restoring portions of either the Common Elements or the Community Area, subject to all the provisions of this Declaration) requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00), without in each case the prior approval of the Voting Members holding two-thirds (2/3) of the total votes.

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

(p) The Board at the direction of the Voting Members having two-thirds (2/3) of the total votes, may adopt such reasonable rules and regulations as it may deem advisable for reasonable rules and regulations as it way deem advisable for and for the health, comfort, safety and general welfare of the Owners and Occupants of the Property; provided, however, that rules and regulations for the Parking Area and the Storage Area may be adopted by the Board without direction from any of the Voting Member's. Written notice of such rules and regulations shall be given to all Owners and Occupants and the entire Property shall at all times be maintained subject to such rules and regulations.

(q) The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board. The Board may also join with other apartment buildings in Glenwood Manor in retaining the same management agent for all of Glenwood Manor.

(r) The Board may elect to have the cost of any or all of the goods and services furnished by the Board assessed specially to each Owner in proportion to his use of or benefit from such goods and services.

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(s) Prior to the election of the first Board, the Declarant, acting as the Board of Managers on behalf of all the Owners, shall have the authority to lease or to grant licenses or concessions with respect to any part of the Common Elements, subject to the terms of this Declaration. Upon election of the first Board, and thereafter, the Board by vote of at least two-thirds (2/3) of the persons on the Board shall have the same authority as aforesaid.

(t) The Board may contract with the Glenwood Manor Community Association and the Owner or Owners of all the other apartment buildings in Glenwood Manor for the maintenance of all land and improvements in Glenwood Manor, to the extent deemed advisable by the Board.

(u) To provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. Nothing in this Subsection (a) shall be deemed to invalidate any provision in a condominium instrument placing limits on expenditures for the Common Elements, provided, that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. The term "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment with the functional equivalent of the original portions of such areas. Replacement of the Common Elements may result in an improvement over the original quality of such elements or facilities; provided that, unless the improvement is mandated by law or is an emergency as defined in item (iv) of subparagraph (8) of paragraph (a) of Section 18 of the Act, if the improvement results in a proposed expenditure exceeding 5% of the annual budget, the Board, upon written petition by Owners with 20% of the votes of the Association delivered to the Board within 21 days of the Board action to approve the expenditure, shall call a meeting of the Owners within 30 days of the date of delivery of the petition to consider the expenditure. Unless a majority of the total votes of the Owners are cast at the meeting to reject the expenditure, it is ratified.

(v) To prepare, adopt and distribute the annual budget for the property.

(w) To levy and expend assessments.

(x) To provide for the employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.

(y) To own, convey, encumber, lease, and otherwise deal with Units conveyed to or purchased by it.

(z) To adopt and amend rules and regulations covering the details of the operation and use of the Property, after a meeting of the Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Act, except that no quorum is required at the meeting of the Owners unless the Declaration, By-Laws or other condominium instrument expressly provides to the contrary. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution including, but not limited to, the free exercise of religion, nor may any rules or regulations conflict with the provisions of this Act

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or the condominium instruments. No rule or regulation shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a Unit.

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

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

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

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

(ee) The Board may ratify and confirm actions of the members of the Board taken in response to an emergency. The Board shall give notice to the Owners of: (i) the occurrence of the emergency event within 7 business days after the emergency event, and (ii) the general description of the actions taken to address the event within 7 days after the emergency event.

(ff) To impose charges for late payment of an Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines for violation of the declaration, by-laws, and rules and regulations of the Association.

(gg) 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.

(hh) To reasonably accommodate the needs of an 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.

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(ii) To adopt and amend rules and regulations (1) authorizing electronic delivery of notices and other communications required or contemplated by this Act to each 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 Owner to designate an electronic address or a U.S. Postal Service address, or both, as the Owner's address on any list of members or Owners which an Association is required to provide upon request pursuant to any provision of this Act or any condominium instrument.

8. Liability of the Board of Managers. The members of the Board, shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith as such Board members, or acting as the Board. The Owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. It is also intended that the liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board, shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all every agreement made by the managing agent on behalf Owners in the Common Elements. Every agreement made by the Board or by the managing agent on behalf of the Owners shall provide that the members of the Board or the managing agent as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his/her percentage of interest in the Common Elements bears to the total percentage interest of all Owners in the Common Elements.

9. Directors and Officers liability insurance. The Board must obtain directors and officers liability coverage at a level deemed reasonable by the Board, if not otherwise established herein. 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 Act of 1986 or the 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 the insured: past, present, and future Board members while acting in their capacity as members of the Board; the managing agent; and employees of the Board and the managing agent.

10. 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 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. 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.

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

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

13. Fidelity Bond: The Association must 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 the Association funds and reserves in the custody of the Association or the management company. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage available to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and a management company. The Association shall be the direct obligee of any such fidelity bond. A management company holding reserve funds of the Association shall at all times maintain a separate account for the Association, provided, however, that for investment purposes, the Board may authorize a management company to maintain the Association's reserve funds in a single interest bearing account with similar funds of other associations. The management company shall at all times maintain records identifying all moneys of the Association in such investment account. The management company may hold all operating funds of the associations which it manages in a single operating account but shall at all times maintain records identifying all moneys of each association in such operating account. Such operating and reserve funds held by the management company for the Association shall not be subject to attachment by any creditor of the management company.

## ARTICLE VI

### ASSESSMENTS - MAINTENANCE FUND

(a) Each year at least twenty-five (25) days before the end of the Association's fiscal year, and at least thirty (30) days before final adoption thereof by the Board, a copy of the proposed annual budget shall be furnished to each Owner with a proposed budget for the ensuing fiscal year which shall show the following, with reasonable explanations and itemizations: (1) The estimated Common Expenses; (2) The estimated amount, if any, to maintain adequate reserves for Common Expenses; (3) The estimated net available cash receipts from sources other than assessments, including, without limitation, receipts from any leases, licenses or concessions; (4) The amount of the "Annual Assessment", which is hereby defined as the amount determined in (i)

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above, plus the amount determined in (ii) above, minus the amount determined in (iii) above, minus excess funds, if any, from the current year's operation; provided, however, that the Annual Assessment for the Units which have a water meter which measures the Unit's water usage and the Association's water usage, shall include the monthly amount of the Unit's water, sewer and sewer maintenance charges based on the method of calculation set forth in that paragraph; and (5) That portion of the Annual Assessment which shall be payable by the Owner with respect to his/her Unit each month until the next Annual Assessment or revised Annual Assessment becomes effective, which monthly portion shall be equal to one-twelfth (1/12) of the Annual Assessment multiplied by the Unit's Undivided Interest. Such estimate shall include the proportionate cost to the Owners of maintaining the Community Area as assessed by the Glenwood Manor Community Association pursuant to Article XII, hereof. On or before January 1st of the ensuing year, and the 1st of each and every Month of said year, each 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 made pursuant to this paragraph. Within a reasonable time after the close of each fiscal year, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Such accounting shall be prepared by a certified public accountant. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Elements to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six months after rendering of the accounting.

(b) The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage ownership in the Common Elements. The Board shall serve notice of such further assessments on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

(c) When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement," as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in paragraph (a) of this article.

(d) The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for

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the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered. Each Owner shall receive notice, in the same manner as provided for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment. If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and special assessments payable in the current fiscal year exceeding 115% of the sum of all regular and special assessments payable during the preceding fiscal year, the Board, upon written petition by Owners with 20% of the votes of the Association delivered to the Board within 21 days of the Board action, shall call a meeting of the Owners within 10 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 Owners are cast at the meeting to reject the budget or separate assessment, it is ratified. Any common expense not set forth in the budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against all Owners. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Owner approval or the provisions above. As used herein, "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Owners. The assessments for additions and alterations to the Common Elements or to the Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of 2/3 of the total votes of all Owners. The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

(e) The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his/her account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

(f) All funds collected hereunder shall be held and expended for the purposes designated herein, and (except: for such special assessments as may be levied hereunder against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Owners in the percentages set forth in Exhibit "B." The Association shall have no authority to forbear the payment of assessments by any Owner.

(g) If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided, and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the court to the extent permitted by any decision or any statute or law now or hereafter

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effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed by an action brought in the names of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the "Condominium Property Act" of Illinois; provided, however, that encumbrances owned or held by any bank, insurance company or savings and loan association shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered Unit Ownership which become due and payable subsequent to the date said 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 his lien.

(h) No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuser of either the Common Elements or the Community Area or by abandonment of his/her Unit.

## ARTICLE VII

### COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

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

(b) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board except as hereinafter expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his/her own Unit.

(c) 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 Owner shall permit anything to be done or kept in his/her Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

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

(e) Owners shall not cause or permit anything to be placed on the outside walls of the



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Building and no sign, awning canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

(f) The use and the covering of the interior surfaces of the windows and glass doors appurtenant to the Units in 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.

(g) In order to enhance the soundproofing of the Building the floor-covering for all occupied Units shall meet the minimum standard as may be specified by rules and regulations of the Board.

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

(i) No noxious or Offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.

(j) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building except as is otherwise provided herein.

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

(l) There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that baby carriages, bicycles and other personal property may be stored in any common storage area designated for that purpose, and balcony, patio and recreation areas may be used for their intended purposes.

(m) No industry, business, 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.

(n) No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board.

(o) After completion of construction of Glenwood Manor #1 Condominium, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board. Such written consent, however, shall not be required for Declarant to exercise the rights reserved to it in this Declaration in connection with the development of all of Glenwood

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Manor.

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

## ARTICLE VIII

### SALE, LEASING OR OTHER ALIENATION

1. Sale. Any Owner other than the Declarant who wishes to sell his/her Unit Ownership shall give to the Board not less than thirty (30) days prior written notice of the terms of any contemplated sale, together with the name, address and financial and character references of the proposed purchaser and such other information concerning the proposed purchaser as the Board may reasonably require. The members of the Board acting on behalf of the other Owners shall at all times have the first right and option to purchase such Unit Ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, the Owner may, at the expiration of said thirty-day period and at any time within ninety (90) days after the expiration of said period, contract to sell such Unit Ownership to the proposed purchaser named in such notice upon the terms specialized therein. If the Owner fails to close said proposed sale or lease transaction within said ninety (90) days unit, it Ownership shall again become subject to the Board's right first refusal as herein provided.

2. Gift. Any Owner who wishes to make a gift of his/her Unit Ownership or any interest therein shall give to the Board not less than ninety (90) days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name, address, and financial and character references of the intended donee and such other information concerning the intended donee as the Board may reasonably require. The members of the Board acting on behalf of the other Owners, shall at all times have the first right and option to purchase such Unit Ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the Owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said third arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Owner and the Board. 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.

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3. Devise. In the event any Owner dies leaving a will devising his Unit Ownership, or any interest therein, and said will is admitted to probate, the members of the Board acting on behalf of the other 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. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership, or interest therein, devised by the deceased Owner, and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. 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 three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Owner is empowered to sell, and shall expire, eight (8) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods.

4. Involuntary Sale. (a) In the event any Unit Ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale) the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days written notice to the Board of his intention so to do, whereupon members of the Board acting on behalf of the other Owners shall have an irrevocable option to purchase such Unit Ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board within said 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.

(b) In the event any Owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against his/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 thereto against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article VI 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 written consent of the Voting Members having 75% of the total votes. The members of the Board or their duly authorized representatives, acting on behalf of the other Owners, may bid to purchase at any sale of a Unit

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Ownership or interest therein of any Owner living or deceased, which said sale is held pursuant to an order or direction of a court, upon the prior written consent of the Voting Members, having 75% of the total votes, which said consent shall set forth a maximum price which the members of the Board or their duly authorized representatives are authorized to bid and pay for said Unit Ownership or interest therein.

6. Release or Waiver of Option. Upon the written consent of at least two-thirds (2/3) of the Board members, any of the options contained in this Article VIII may be released or waived and the Unit Ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, given or devised free and clear of the provisions of this Article.

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

8. Financing of Purchase Under Option.

(a) Acquisition of Unit Ownerships or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each Owner in the ratio that his/her percentage of ownership in the Common Elements as set forth in Exhibit "B" bears to the total of all such percentages applicable to Units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in paragraph (g) of Article VI hereof.

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

9. Title to Acquired Interest. Unit Ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the members of the Board and their successors in office, or such nominee as they shall designate, for the benefit of all the Owners. Said Unit Ownerships or interests therein shall be sold by the members of the Board in such manner as the Board shall determine without complying with the foregoing provisions relating to the Board's right of first refusal. All proceeds of such sale shall be deposited in the maintenance fund and credited to each Owner in the same proportion in which the Board could levy a special assessment under the terms of paragraph 8(a) of this Article.

10. Exceptions to Board's Right of First Refusal. The Board's right of first refusal as provided in Sections 1, 2 and 3 of this Article VIII shall not apply to any sale, gift, devise or other transfer by the Declarant, or between co-Owners of the same Unit, or to the spouse, or to the brothers and

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sisters, or to any lawful children of the Owner, or any one or more of them, or to any trustee of a trust, the sole beneficiary or beneficiaries of which are the Owner, the spouse, brothers, sisters or lawful children of the Owner, or any one or more of them, or from any trustee of a trust to any one or more of the beneficiaries of such trust.

11. Maximum Unit Occupancy Restriction. Except as otherwise stated herein, the maximum number of persons allowed to reside and/or occupy any Unit within the Condominium Building and/or property shall be limited to a maximum number of two persons, per bedroom, per unit. In the event any Owner(s) have persons occupying/residing within any Unit in excess of the maximum Unit occupancy restrictions on the effective date of this amendment, such persons may continue to occupy/reside within said units(s) until their death or they vacate the unit(s). After the vacating of a Unit or death of person(s) occupying/residing within a unit on excess of the maximum occupancy restrictions set forth herein, the particular unit(s) shall no longer be allowed to have occupants/residents within the Unit that exceed the restrictions set forth in this amendment. No substitution of occupants/residents will be permitted pursuant to the terms of this maximum occupancy restriction provision set forth herein. Further, no Unit may be leased on or after the effective date of this Amendment. Any such leases existing on the effective date of this amendment shall be entitled to continue until the termination of any such tenancy. Prohibition of leasing herein shall include, but not be limited to, any transfer of possession of any unit by an agreement or by operation of law, to person(s) that are not Owners of record of said Units on the date of the transfer. All such leases include both oral and written leases. Nothing herein shall limit the authority of the Board to lease a Unit pursuant to the Illinois Condominium Property Act after obtaining possession of a Unit in any manner authorized or permitted thereunder. The prohibitions on leasing set forth herein shall not apply to the following:

- a. Owner's legal spouse;
- b. Owner's children;
- c. Owner's parents, parents-in-law, grandparents or grandparents-in-law
- d. Grandchildren of the Owner who are 21 years or older.

## ARTICLE IX

### DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

1. Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided; however, that in the event within thirty (30) days after said damage or destruction, the Owners elect either to sell the Property as hereinafter provided, in Article X hereof or to withdraw the Property from the

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provisions of this Declaration, and from the provisions of the "Condominium Property Act" as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B," after first paying out of the share of each Owner the amount of any unpaid liens on his/her Unit, in the order of the priority of such liens.

2. Insufficient Insurance. In the event the Property or the improvements thereon so damaged or destroyed are not insured against the peril causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the Owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within one hundred and eighty (180) days after said damage or destruction, then the provisions of the "Condominium Property Act" in such event shall apply.

3. Repair, Restoration, or Construction. Repair, restoration or reconstruction of the improvements as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

## ARTICLE X

### SALE OF THE PROPERTY

The Owners by affirmative vote of at least 75% of the total vote, at a meeting duly called for such purpose, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit Ownership entitled to notice under Section 2 of Article XIII of this Declaration. Such action shall be binding upon all owners, and it shall thereon become the duty of every Owner to execute and deliver such requirements and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (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 value of his/her interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Owner. In the absence of agreement on an appraiser, such Owner and the Board may each select an appraiser, and two so selected, shall select a third, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

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## ARTICLE XI

### REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

1. Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding section: (a) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Declarant, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal 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 other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of 8% per annum until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his/her respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Owner and upon all of his/her additions and improvements thereto and upon all of his/her personal property in his/her Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time cumulatively or otherwise, by the Board.

2. Involuntary Sale. If any Owner (either by his/her own conduct or by the conduct of any other Occupant of his/her Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall reoccur more than once after such notice, then the Board shall have the power to issue to the defaulting Owner a ten-day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his/her Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or Occupant or, in the alternative, a decree declaring the termination of the defaulting Owner right to occupy, use or control the Unit owned by him/her on account of the breach of covenant and ordering that the right, title and interest of the owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from re-acquiring his 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 Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and, subject to the Board's rights as provided in Section 4, Article VIII hereof, to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

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## ARTICLE XII

### COMMUNITY AREA

1. Community Area. Declarant shall select and improve one or more portions of the Future Development Parcel for use as a swimming pool and/or other recreational or common purposes as shall be determined by Declarant (herein called "Community Area"). Upon completion of such improvements but in any event not later than the completion and occupancy of the first apartment building on a portion of the Future Development Parcel the Declarant shall convey the Community Area to an Illinois not-for-profit corporation to be formed and conducted as hereinafter described for the use and benefit of all the Owners and Occupants of Glenwood Manor, and their guests and invitees.

2. Community Association. Declarant shall organize an Illinois not-for-profit corporation to be known as the "GLENWOOD MANOR COMMUNITY ASSOCIATION" or a name similar thereto (herein called the "Community Association"), which corporation shall hold record title to the Community Area, and shall be the governing organization for the maintenance, repair, replacement administration and operation of the community Area and for the levying and collection of assessments to provide funds as they may be required from time to time for such purposes. The Board of Directors (herein called the "Board of the Community Association" or "Board") of the Community Association shall consist of nine (9) persons who shall be elected in the manner hereinafter provided. Upon the formation of such Community Association each owner of a condominium apartment Unit in Glenwood Manor and each Owner of a portion of Glenwood Manor that is improved with an apartment building but not subject to the Illinois Condominium Property Act shall be a member of the Community Association. Membership in the Community Association shall automatically terminate upon the sale, transfer or other disposition of a member's title interest in Glenwood Manor, at which time the new Owner of such title interest shall automatically become a member thereof. Such membership may not be sold or transferred other than in conjunction with the sale or transfer of the title interest to which it is appurtenant. Each such member and each occupant of an apartment Unit in Glenwood Manor not having a title interest in such apartment unit shall have a right and easement of ingress, egress and enjoyment in and to the Community Area and the recreational facilities thereon. The rights and easements aforesaid of the members and occupants shall be subject to the terms and provisions of the Community Association's charter, by-laws and the rules and regulations adopted from time to time by the Community Association, no member shall have any right or power to disclaim, terminate or withdraw from his/her membership in the Community Association or from any of his/her obligations as such member. The purpose of the Community Association shall be to perform all the functions provided herein, and it shall, to that end, have and possess all such powers as shall be necessary or appropriate for the accomplishment of such functions.

3. Voting Rights. The Community Association shall have one class of voting membership: Members shall be the Owners, the owners of other condominium apartment units in Glenwood Manor and the owners of apartment buildings in Glenwood Manor not subject to the Illinois Condominium Property Act, with the exception of Declarant. There shall be one person with respect to each condominium apartment unit in Glenwood Manor and one person with respect to each apartment building in Glenwood Manor not subject to the Illinois Condominium Property Act who shall be entitled to vote as a Class A voting member at any meeting of the members of



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the Community Association. Such person shall be known and in this Article XII referred to as a "voting member." Such voting member may be the owner or one of the group composed of all the owners of a condominium apartment unit or of an apartment building not subject to the Illinois Condominium Property Act, or may be some person designated by such owner or owners to act as proxy on his/her or their behalf and who need not be an owner. Such designation shall be made in writing to the Board of the Community Association and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board of the Community Association by the designator. Any or all of such owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy. The Class A voting member for each condominium apartment unit shall have one vote. The Class A voting member for each apartment building not subject to the Illinois Condominium Property Act shall have the number of votes equal to the number of apartment units in that apartment building. The Board of the Community Association shall have the right to suspend the voting rights of any such Class A voting member for any period during which any assessment by the Community Association against his/her condominium apartment unit or his/her apartment building remains unpaid.

4. Board of Directors. The Board of the Community Association shall be composed of nine (9) directors. Each Board of Managers of a condominium apartment building in Glenwood Manor shall designate three (3) of the members of such Board of Managers to serve as directors of the Community Association and the term of office of each such director shall run concurrently with his/her term of office as a member of such Board of Managers or until such Board of Managers appoints a successor. The owner or owners of each portion of Glenwood Manor that is improved with an apartment building not subject to the Illinois Condominium Property Act shall designate three (3) persons to serve as directors of the Community Association. The Declarant shall appoint any remaining number of directors to complete the nine (9) member Board of the Community Association in the event that upon completion of the development of Glenwood Manor there are more or less than three (3) apartment buildings in Glenwood Manor, then the number of directors or shall be equal to three times the number of such apartment buildings. The voting members having at least two-thirds (2/3) of the total votes in the Community Association may from time to time increase or decrease such number of directors provided that each apartment building in Glenwood Manor shall always have equal representation on the Board. Any director, may be removed at any time and any vacancy on the Board of the Community Association shall be filled by the person or entity then empowered to designate such director. Members of the Board of the Community Association shall receive no compensation for their services, unless expressly allowed by the Board of the Community Association at the direction of the voting members having two-thirds (2/3) of the total votes in the Community Association. The Community Association shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. A majority of the total number of directors shall constitute a quorum. Meetings of the Board of the Community Association may be called, held and conducted in accordance with such regulations as the Board may adopt. The Board of the Community Association may engage the services of an agent to manage the Community Area to the extent deemed advisable by the Board.

5. Officers. The Community Association shall have such officers as shall be appropriate from time to time who shall be elected by the Board of the Community Association

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and who shall manage and conduct the affairs of the Community Association under the direction of the Board.

6. By-Laws and Rules and Regulations. The by-laws of the Community Association shall be as adopted from time to time by the Board of the Community Association, provided that such by-laws shall be consistent with law and not inconsistent with this Article XII. The approval of such by-laws by the voting members shall not be required. The Board of the Community Association by vote of at least three-fourths (3/4) of the directors and without approval from any of the voting members except as hereinafter set forth, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance conservation and beautification of the Community Area and for the health, comfort, safety and general welfare of the owners and occupants (including their guests and invitees of Glenwood Manor using the Community Area). Written notice of such rules and regulations shall be posted in a conspicuous place in the Community Area and the Community Area shall at all times be maintained subject to such rules and regulations. In the event the voting members having at least one-fourth (1/4) of the total votes in the Community Association shall file with the Board a written objection to any such rule and regulation, then such rule and regulation shall be deemed rescinded until approved by the voting members having at least two-thirds (2/3) of the total votes in the Community Association.

7. Assessments. All costs of operating, maintaining, improving and managing the Community Area, including any necessary reserves for contingencies and replacements, shall be paid by the levying of assessments by the Board of the Community Association. Such costs are to be divided from time to time into as many equal portions as there are then completed apartment units, condominium or otherwise, in Glenwood Manor. The Board of the Community Association shall from time to time assess each owner of an apartment building not under the Illinois Condominium Property Act and each Board of Managers for every apartment building under the Illinois Condominium Property Act for a sum equal to such portion multiplied by the number of completed apartment units within the respective apartment building. For purposes of this paragraph an apartment unit shall be deemed completed when the initial purchaser or lessee from Declarant takes possession of such apartment unit. All Units in Glenwood Manor #1 shall be deemed hereunder to be completed and any such assessment by the Community Association or the Declarant to the Board of Glenwood Manor #1 shall be paid for out of the maintenance fund as a common expense for all Owners. Declarant shall pay the 1969 and the first half of 1970 real estate taxes allocable to the Community Area. The Community Association shall be responsible for the real estate taxes for the second half of 1970 and thereafter, which taxes shall be paid from assessments levied hereunder. Any assessments by the Community Association (or by Declarant until the Community Association is organized) to the Board of Glenwood Manor #1 which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight per cent (8%) per annum, and the Community Association (or the Declarant until the Community Association is organized) may bring an action at law against the Board of Glenwood Manor #1, not personally but as agents for the Owners, and interest, costs and reasonable attorneys' fees for any such action shall be added to the amount of such assessment. Until such time as the Community Association is organized as herein provided, the monthly maintenance charges for the Community Area shall be determined by Declarant on the basis of the actual operating expenses for each month. Each Owner in Glenwood Manor #1 shall be billed monthly and each such Owner, jointly and severally, shall be personally liable for and obligated to pay for his/her Unit's share of the

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actual operating expenses incurred in the prior month and allocable to Glenwood Manor #1. Declarant may in its discretion bill less frequently than monthly, but such billing shall always be based on actual operating expenses. When the first Board of Glenwood Manor #1 elected hereunder takes office Declarant shall thereafter bill the Board for such assessments. If at the time of the election of the first Board of Glenwood Manor #1 any Owners are in default in the payment of assessments for the Community Area the Board of Glenwood Manor #1 shall be liable for such delinquent assessments and shall then specially assess such defaulting Owners. The Community Association shall have no authority to acquire and pay for any structural alterations, capital addition to, or capital improvements of the Community Area which would result in an assessment to the Board of Glenwood Manor #1 in excess of \$5,000.00, without in each case the prior approval of the voting members holding two-thirds (2/3) of the total votes for Glenwood Manor #1. To the extent that the use of separate lines or meters for the furnishing of utilities to the Community Area shall be impractical or uneconomic, the Community Association shall have the right to draw water, gas and electricity from any apartment building in Glenwood Manor as may be required for the efficient performance of its duties hereunder upon making such arrangements as the Community Association and the owner or Board of Managers, as the case may be, of such apartment building shall determine to be equitable.

## ARTICLE XIII

### GENERAL PROVISIONS

1. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership & shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner whose Unit Ownership is subject to such mortgage or trust deed.

2. Each Owner hereby waives and releases any and all claims which he/she may have against any other Owner, Occupant, the Association, its officers, members of the Board, the managing agent, 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.

3. Notices provided for in this Declaration and in the Condominium Property Act shall be in writing, and shall be addressed to the Board or Association, or any Owner, as the case may be at 931 Arquilla Drive, Glenwood, Illinois, (indicating thereon the number of the respective Unit if addressed to an Owner), or at such other address as herein provided. The Association or Board may designate a different address or addresses as the for notices to them, respectively, by giving written notice of such change of address to all Owners. Any Owner may also designate a different address for notices to him by giving written notice of his/her change of address to the Board or Association. Notices addressed as above shall be deemed delivered, when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to an Owner, when deposited in his/her mailbox in the Building or at the door of his/her Unit in the Building.

4. Notices required to be given any devisee or personal representative of a deceased

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Owner may be delivered either personally or by mail to such party at his/her or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

5. Each grantee of the Declarant, by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Condominium Deed, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and all rights, benefits and privileges of every 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, and shall inure to the benefit of such. Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

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

7. The provisions of Article III, Article VI, paragraph 5 of Article VIII, Article XII, and this paragraph 8 of Article XIII of this Declaration, may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, all of the Owners and all mortgagees having bona fide liens of record against any Unit Ownerships. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed and acknowledged by the Board, the Owners having at least 3/4ths of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, no less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the "Condominium Property Act."

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

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

10. 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.

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11. 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 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. 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 title of such Unit Ownership.

12. Display of American Flag or Military Flag. Notwithstanding any provision in this Declaration, the By-laws, rules, regulations, or agreements or other instruments of the Association or a Board's construction of any of those instruments, a Board may not prohibit the display of the American flag or a military flag, or both, on or within the Limited Common Areas and facilities of an Owner or on the immediately adjacent exterior of the building in which the Unit of an Owner is located. A Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and a Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. A Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the Limited Common Areas and facilities of an Owner or on the immediately adjacent exterior of the building in which the Unit of an Owner is located, but a Board may adopt reasonable rules and regulations regarding the location and size of flagpoles. As used in this Section: "American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component. "Board" includes a board of managers or a board of a master association or a common interest community association. "Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

13. Limitations On The Use Of Smoking Cannabis. The Association may prohibit or limit the smoking of cannabis, as the term "smoking" is defined in the Cannabis Regulation and Tax Act, within a Unit. The condominium instruments and rules and regulations shall not otherwise restrict the consumption of cannabis by any other method within a Unit, or the Limited Common Elements, but may restrict any form of consumption on the Common Elements.

14. Use of Technology.

(a) Any notice required to be sent or received for signature, vote, consent, or approval

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required to be obtained under the Declaration or bylaws or any provision of the Act may be accomplished using acceptable technological means. This Section shall govern the use of technology in implementing the provisions of the Declaration or By-Laws or any provision of the Act concerning notices, signatures, votes, consents, or approvals.

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

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

(d) Voting on, consent to, and approval of any matter under the Declaration or bylaws 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 the Declaration or By-Laws or any provision of the Act need be acknowledged before a notary public if the identity and signature of the person can otherwise be authenticated to the satisfaction of the Board.

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

(g) This Section does not apply to any notices required under Article IX of the Code of Civil Procedure related to: (i) an action by the Association to collect a common expense; or (ii) foreclosure proceedings in enforcement of any lien rights under the Act.

15. CAPTIONS / CONFLICTS: The article and headings are intended for convenience only and shall not be construed with any substantive effect in This Declaration. In the event of any conflict between the statements made in the recitals of this Declaration and the provisions contained in the body of this Declaration, the provisions contained in the body of this Declaration shall govern.



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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Tyra L. Coleman, do hereby certify that I am the duly qualified and acting Secretary of GLENWOOD MANOR #1 CONDOMINIUM ASSOCIATION an Illinois not-for-profit corporation, and as such am the keeper of the records and files of the Association.

I certify that two-thirds (2/3) of the Board of Directors have approved the Amended and Restated Declaration.

IN WITNESS WHEREOF, I hereunto affix my hand and seal on this the 28<sup>th</sup> day of October, 2021.

Tyra L. Coleman  
Secretary

SUBSCRIBED and SWORN to before me this 28<sup>th</sup> day of October, 2021.

Howard B. Silver



COOK COUNTY Clerk's Office  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-2327



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## EXHIBIT A LEGAL DESCRIPTION

A tract of Land comprising part of the Southwest  $\frac{1}{4}$  of Section 33, Township 36 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois, said tract of Land being described as follows: Beginning at a point 26 feet North of the South line and 925 feet East of the West line of said Section 33; and running thence North perpendicular to said South line of Section 33 and along the West line of Bruce Lane, as heretofore dedicated by Glenwood Manor Units No. 8 and 9, a distance of 284 feet; thence West parallel with said South line of Section 33, a distance of 77 feet; thence North perpendicular to said South line of Section 33, a distance of 30 feet; thence west parallel with said South line of Section 33 a distance of 253 feet; thence North perpendicular to said South line of Section 33 a distance of 224.40 feet; thence West parallel with said South line of Section 33 a distance of 70 feet, to an intersection with a line drawn perpendicular to said South line of Section 33 and passing through a point on said South line, 525 feet East of the Southwest corner of said Section; thence South along said perpendicular line, a distance of 524.40 feet to a point 40 feet North of said South line of Section 33; thence East, parallel with said South line of Section 33 and along the North line of Arquilla Drive as heretofore dedicated by Glenwood Manor Unit No. 7, a distance of 60 feet; thence Easterly along said North line of Arquilla Drive, a distance of 221.07 feet to a point 26 feet North of said South line of Section 33; thence East parallel with South line of Section 33 and along said North line of Arquilla Drive, a distance of 199.38 feet to the point of beginning.

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

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

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## EXHIBIT B

UNIT NO.		PERCENTAGE INTEREST IN COMMON ELEMENTS	UNIT NO.		PERCENTAGE INTEREST IN COMMON ELEMENTS
111	29-33-301-031-1001	1.5119%	311	29-33-301-031-1033	1.5695%
112	29-33-301-031-1002	1.5119%	312	29-33-301-031-1034	1.5695%
113	29-33-301-031-1003	1.4831%	313	29-33-301-031-1035	1.5407%
114	29-33-301-031-1004	1.5263%	314	29-33-301-031-1036	1.5407%
115	29-33-301-031-1005	1.0511%	316	29-33-301-031-1037	1.5695%
116	29-33-301-031-1006	1.5119%	321	29-33-301-031-1038	1.1663%
121	29-33-301-031-1007	1.1087%	321	29-33-301-031-1039	1.1663%
122	29-33-301-031-1008	1.9439%	322	29-33-301-031-1040	1.9439%
123	29-33-301-031-1009	1.9439%	323	29-33-301-031-1041	1.9439%
124	29-33-301-031-1010	1.4716%	324	29-33-301-031-1042	1.5580%
131	29-33-301-031-1011	1.5119%	331	29-33-301-031-1043	1.5695%
132	29-33-301-031-1012	1.5119%	332	29-33-301-031-1044	1.5695%
133	29-33-301-031-1013	1.4831%	333	29-33-301-031-1045	1.5407%
134	29-33-301-031-1014	1.4831%	334	29-33-301-031-1046	2.2694%
135	29-33-301-031-1015	1.5119%	335	29-33-301-031-1047	1.1087%
136	29-33-301-031-1016	1.5119%	336	29-33-301-031-1048	1.5695%
211	29-33-301-031-1017	1.5407%	411	29-33-301-031-1049	1.5983%
212	29-33-301-031-1018	1.5407%	412	29-33-301-031-1050	1.5983%
213	29-33-301-031-1019	1.5119%	413	29-33-301-031-1051	1.6271%
214	29-33-301-031-1020	1.4687%	414	29-33-301-031-1052	2.2405%
215	29-33-301-031-1021	1.1375%	415	29-33-301-031-1053	2.2694%
216	29-33-301-031-1022	1.5407%	421	29-33-301-031-1054	1.1951%
221	29-33-301-031-1023	1.1375%	422	29-33-301-031-1055	2.0302%
222	29-33-301-031-1024	1.8932%	423	29-33-301-031-1056	2.0130%
223	29-33-301-031-1025	1.9151%	424	29-33-301-031-1057	1.6156%
224	29-33-301-031-1026	1.5004%	431	29-33-301-031-1058	1.5983%
231	29-33-301-031-1027	1.5407%	432	29-33-301-031-1059	1.5983%
232	29-33-301-031-1028	1.54007%	433	29-33-301-031-1060	1.5810%
234	29-33-301-031-1029	2.2405%	434	29-33-301-031-1061	2.2982%
235	29-33-301-031-1030	1.0799%	435	29-33-301-031-1062	1.229%
236	29-33-301-031-1031	1.5407%	436	29-33-301-031-1063	1.5983%
					100%

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## EXHIBIT C

### BY-LAWS

#### OF

### GLENWOOD MANOR #1 CONDOMINIUM

#### ARTICLE I -- PURPOSES, POWERS AND RULES

SECTION 1. PURPOSES. The purposes of the corporation as stated in its Articles of Incorporation are as follows:

Administration and operation of property owned on a condominium basis located at 931 Arquilla Drive, Glenwood, Illinois, and legally described as follows:

A Tract of Land comprising part of the Southwest 1/4 of Section 33, Township 36 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois, said Tract of Land being described as follows: Beginning at a point 26 feet North of the South line and 925 feet East of the West line of said Section 33; and running thence North perpendicular to said South line of Section 33 and along the West line of Bruce Lane, as heretofore dedicated by "Glenwood Manor Units No. 8 and 9," distance of 284 feet; thence West parallel with said South line of Section 33, a distance of 77 feet; thence North perpendicular to said South line of Section 33, a distance of 30 feet; thence West parallel with said South line of Section 33, a distance of 253 feet; thence North perpendicular to said South line of Section 33, a distance of 224.40 feet; thence West parallel with said South line of Section 33, a distance of 70 feet, to an intersection with a line drawn perpendicular to said South line of Section 33 and passing through a point on said South line 525 feet East of the Southwest corner of said Section; thence South along said perpendicular line, a distance of 524.40 feet to a point 40 feet North of said South line of Section 33; thence East, parallel with said South line of Section 33 and along the North line of Arquilla Drive, as heretofore dedicated by Glenwood Manor Unit No. 7," a distance of 60 feet; thence Easterly along said North line of Arquilla Drive, a distance of 221.07 feet to a point 26 feet North of said South line of Section 33; thence East, parallel with said South line of Section 33 and along said North line of Arquilla Drive, a distance of 119.38 feet to the point of beginning.

The above described property as improved is hereinafter referred to as the "Condominium."

SECTION 2. POWERS. The corporation has such powers as are now or may hereafter be granted by the General Not for Profit Corporation Act of the State of Illinois.

SECTION 3. RULES. The following rules shall conclusively bind the corporation and all persons acting for or on behalf of it:

- (a) The operation of the corporation shall be subject to the easements, rights,

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restrictions and obligations as contained in the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for "Glenwood Manor #1 Condominium" dated February 2, 1970, and recorded in the office of the Recorder of Deeds, Cook County, Illinois, on February 5, 1970, as Document No.21074998, (hereinafter called the "Declaration").

- (b) No part of the moneys received by the corporation shall inure to the benefit of any private individual except in accordance with the Illinois General Not for Profit Corporation Act.

## ARTICLE II -- OFFICES

The corporation shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose address is identical with the address of such registered office.

## ARTICLE III -- MEMBERS

SECTION 1. CLASSES OF MEMBERS. The corporation shall have one class of members, designated as regular members.

SECTION 2. QUALIFICATIONS OF MEMBERS. Each Owner of any Unit Ownership (both Owner and Unit Ownership, as defined in the Declaration) in the Condominium shall be a regular member of the corporation and be entitled to all rights and privileges as set forth in the Articles of Incorporation, these by-laws, the Declaration and the rules and regulations adopted by the members of the corporation. In the event that more than one person shall be the Owner of any one Unit Ownership in the Condominium, all such persons as a group, but not individually, shall be the regular member.

SECTION 3. TERMINATION OF MEMBERSHIP. In case any member of the corporation ceases to be an Owner of any Unit ownership in the Condominium, the regular membership of such person shall terminate as of the time such person ceases to be an Owner, and the new Owner shall automatically become a member of the corporation. In the event that one of the persons constituting a group which is a regular member shall cease to hold the requisite interest which together with the interests of the other persons in the group entitles the group to be a regular member, such person shall cease to be a part of the group; however, the remaining member or members, and any additional member, of such group shall as a group continue to be a regular member.

SECTION 4. MEMBERSHIP LISTS. The Board of the corporation shall have the duty of preparing or causing to be prepared a continuing current list of the regular members of the corporation.

SECTION 5. VOTING RIGHTS. Each regular member of the corporation shall be entitled to vote in respect of each matter submitted to a vote of the regular members. The total number of votes which may be cast by all regular members shall be one hundred (100), each regular member being entitled to cast that number of votes as shall be equal to the percentage of ownership in the Common Elements (as defined in the Declaration) applicable to such member's Unit Ownership. The unanimous decision of all persons constituting a group which is a regular member shall

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determine the manner such regular member shall vote. The persons constituting a group which is a regular member may designate one or more of their number to act on behalf of such group. Each regular member not in possession of the Unit ownership from which regular membership arises may designate a person or entity to act on his/her or its behalf. Each such designation shall be made in writing to the Board of the corporation. Any such designation shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the regular member or by any person within the designating group. Each regular member, and each person designated to act upon behalf of a regular member or a group which is a regular member, may vote or take any other action either in person or by proxy executed in writing by the Owner or his duly authorized attorney in fact. The proxy must bear the date of execution and, unless the condominium instruments or the written proxy itself provide otherwise, 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 Owner or the Owner's proxy. In the event of a resale of a Unit the purchaser of a Unit from a seller pursuant to an installment sales contract for purchase shall during such times as he or she resides in the Unit be counted toward a quorum for purposes of election of members of the Board at any meeting of the Owners called for purposes of election 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 or a particular office or be elected and serve on the Board. Satisfactory evidence of the installment sales contract shall be made available to the Association or its agents. For purposes of this Section, "installment sales contract" shall have the same meaning as set forth in Section 5 of the Installment Sales Contract Act and Section 16 of the Dwelling Unit Installment Contract Act.

- (a) **Balloting:** If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting, 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 herein or by Rule. The ballots shall be mailed or otherwise distributed to Owners not less than 10 and not more than 30 days before the election meeting, and the Board shall give 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 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. An Owner who submits a ballot by mail or other means of delivery specified herein or by Rule may request and cast a ballot in person at the election meeting, and thereby void any ballot previously submitted by that Owner. If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting, 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

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technological means as defined in Section 2 of the Act. Instructions regarding the use of electronic means for voting shall be distributed to all Owners not less than 10 and not more than 30 days before the election meeting, and the Board shall give Owners not less than 21 days' prior written notice of the deadline for inclusion of a candidates name on the ballots. The instructions for voting using electronic or acceptable technological means is distributed to Owners. Every candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity to cast votes for candidates whose names do not appear on the ballot. An Owner who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, thereby voiding any vote previously submitted by that Owner. If a written petition by Owners with at least 20% of the votes of the Association is delivered to the Board within 30 days after the Board's approval of a rule adopted pursuant to this Paragraph, the Board shall call a meeting of the Owners within 30 days after the date of deliver of the petition. Unless a majority of the total votes of the Owners are cast at the meeting to reject the rule, the rule is ratified. The votes cast under this Paragraph are valid for the purpose of establishing a quorum.

- (b) Secret Ballot: The Association may, upon adopted 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 vote itself, provided that the Board further adopt rules to verify the status of the Owner issuing a proxy or casting a ballot; and further, that a candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots at such election.

SECTION 6. TRANSFER OF MEMBERSHIP. Membership in the corporation is not transferable or assignable.

## ARTICLE IV -- MEETINGS OF MEMBERS

SECTION 1. ANNUAL MEETING. The annual meeting of the regular members of the corporation shall be held in the Condominium on the first Tuesday of October at the hour of 7:30 p.m., or at such other reasonable place or time [not more than thirty (30) days before or after such date] as may be designated by written notice of the Board delivered not less than ten (10) days prior to the date fixed for the meeting.

SECTION 2. SPECIAL MEETINGS. Special meetings of the members may be called at anytime for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the members, or for any other reasonable purpose. A special meeting shall be called by written notice, authorized by the President, a majority of the Board or by members entitled to cast at least twenty percent (20%) of the Owners. Such written notice shall be delivered not less than ten (10) days prior to the date fixed for said meeting and shall specify the date, time, place and purpose(s) of the meeting.

SECTION 3. NOTICE OF MEETINGS. Notices of meetings of regular members required or permitted to be given, pursuant to these by-laws shall be delivered either personally or by mail to all regular members and to each person or entity designated to act on behalf of a regular member

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giving members no less than ten (10) and no more than thirty (30) days notice of the time, place and purpose of such meeting. Notice may be sent, to the extent provided in the Declaration or rules adopted by the Board, by electronic transmission consented to by the Unit Owner to whom the notice is given, provided the director and officer or his/her agent certifies in writing to the delivery by electronic transmission. If mailed, such notices shall be addressed to each regular member at the address shown in the list of regular members compiled by the Board. Notices required to be delivered to a person or entity designated to act on behalf of a regular member, if not delivered personally, shall be mailed to such person or entity at the address specified in the designation.

SECTION 4. QUORUM. At any meeting of the members, the presence of members and their designees having a majority of the total one hundred (100) votes shall constitute a quorum. Unless otherwise expressly provided by these by-laws or in the Declaration, any act taken at any meeting of the members at which a quorum is present by members or designees having a majority of votes present at such meeting shall be the act of the members of the corporation.

## ARTICLE V -- BOARD OF DIRECTORS

SECTION 1. GENERAL POWERS. The affairs of the corporation shall be managed by the Board. The Board shall have such powers as are set forth in the Declaration and the Condominium Property Act of the State of Illinois.

SECTION 2. NUMBER AND TENURE. The Board of the corporation shall consist of seven (7) members. Subject to the further provisions of this SECTION 2, directors shall be elected at the annual meeting of the members of the corporation. In all elections of members of the Board, voting shall be on a cumulative voting basis. Members of the Board elected at the first meeting of members shall serve until the first annual meeting. At the first annual meeting the four (4) persons receiving the highest number of votes shall be elected for a term of two (2) years, and the three (3) persons receiving the next highest number of votes shall be elected for a term of one, (1) year. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each. Officers and Board members may succeed themselves. Regular members having at least two-thirds (2/3) of the total votes may, at any time and from time to time, increase or decrease the number of persons serving on the Board or increase the term of office of Board members, provided that the number of persons serving on the Board shall not be less than three (3), and that the terms of not less than one-third (1/3) of the persons serving on the Board shall expire each year.

SECTION 3. QUALIFICATIONS. Each member of the Board shall be an Owner or the spouse of an Owner; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board. Each member of the Board must reside in the Condominium, except for a Board member nominated by Glenwood Farms, Inc.

SECTION 4. VACANCIES. Vacancies in the Board, including vacancies due to any increases in the number of persons constituting the Board, shall be filled by the regular members

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of the corporation present at the next annual meeting or at a special meeting called for such purpose.

**SECTION 5. REMOVAL.** Any Board member may be removed from office by affirmative vote of the regular members having at least two-thirds (2/3) of the total votes, at any special meeting called for such purpose. A successor to fill the unexpired term of a Board member so removed may be elected by the members at the same meeting or any subsequent meeting called for such purpose.

**SECTION 6. MEETINGS; QUORUM.** The Board shall meet at least four (4) times annually. Meetings of the Board may be called, held and conducted in accordance with rules and regulations to be adopted by the Board; provided that an annual meeting of the Board, at which the officers of the corporation shall be elected, shall be held within thirty (30) days after each annual meeting of the members. The Board at the direction of the Voting Members having two-thirds (2/3) of the total votes, may adopt such reasonable rules and regulations as it may deem advisable for reasonable rules and regulations as it way deem advisable for and for the health, comfort, safety and general welfare of the Owners and Occupants of the Property; provided, however, that rules and regulations for the Parking Area and the Storage Area may be adopted by the Board without direction from any of the Voting Member's. The act of a majority of directors present at any meeting of the Board at which a quorum is present shall constitute the act of the Board. Every meeting of the Board shall be open to any Unit Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting to: (i) discuss litigation when an action against or on behalf of the particular association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent, (ii) discuss the appointment, employment, engagement, or dismissal of an 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 meeting of the Board or portion thereof open to any Unit Owner. The Board members may participate in and act at any meeting of the Board in person, by telephonic means, or by use of any acceptable technological means whereby all persons participating in the meeting can communicate with each other; that participation constitutes attendance and presence in person at the meeting. Any Unit Owner may record the proceedings at meetings of the Board or portions thereof required to be open by the Act by tape, film or other means, and that the Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of every meeting of the Board shall be given to every Board member at least 48 hours prior thereto, unless the Board member waives notice of the meeting.

**SECTION 7. COMPENSATION.** Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of members having two thirds (2/3) of the total votes.

**SECTION 8. RESPONSIBILITY OF THE BOARD.** Except as otherwise provided in the Declaration, the Condominium shall be managed by the Board.

**SECTION 9: NOTICE OF BOARD MEETINGS:** Notice of every meeting of the Board



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shall be posted in entranceways, elevators or other conspicuous places in the Condominium Property at least 48 hours prior to the meeting of the Board. Notice of every meeting of the Board shall also be given at least 48 hours prior to the meeting, or such longer notice as the Act may separately require, to: (i) each Unit Owner who has provided the Association with written authorization to conduct business by acceptable technological means, and (ii) to the extent that the Association's governing documents require, to each Unit Owner by mail or delivery and that no other notice of a meeting of the Board need be given to any Unit Owner.

SECTION 10: SPECIAL MEETINGS OF THE BOARD: Special meetings of the Board can be called by the President or 25% of the members of the Board.

## ARTICLE VI -- OFFICERS

SECTION 1. OFFICERS. The officers of the corporation shall be a President, a Secretary and a Treasurer. The Board may also elect such other officers and assistant officers as the Board shall deem fit. The officers of the corporation shall perform the duties prescribed by these by-laws and by the Board. Any two offices may be held by the same person, except the offices of President and Secretary.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the corporation shall be elected annually by the Board at its annual meeting. Vacancies may be filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected.

SECTION 3. QUALIFICATION. Each officer must be a member of the Board.

SECTION 4. REMOVAL. Any officer elected by the Board may be removed by the board of Directors whenever in the Board's judgment the best interests of the corporation would be served thereby. Any Board member may be removed from office by affirmative vote of the regular members having at least two-thirds (2/3) of the total votes, at any special meeting called for such purpose. A successor to fill the unexpired term of a Board member so removed may be elected by the members at the same meeting or any subsequent meeting called for such purpose.

SECTION 5. VACANCIES. Any vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the remaining Board by 2/3 vote until the next annual meeting of the Unit Owners or for a period termination no later than 30 days following the filing of a petition signed by Unit Owners holding 20% of the votes of the Association requesting a meeting of Unit Owners to fill the vacancy for the balance of the terms, and that the filling of a vacancy for the balance of the term, and that a meeting of the Unit Owners shall be called for purposes of filling a vacancy on the Board no later than 30 days following the filing of a petition signed by Unit Owners holding 20% of the votes of the Association requesting such a meeting, and the method of filling vacancies among the officers shall include the authority for the members of the Board to fill the vacancy for the unexpired portion of the term..

SECTION 6. PRESIDENT. The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. The President shall preside at all meetings of the members and of the Board. The President may sign, with the Secretary or the Treasurer of the corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board authorizes to be executed, except in cases

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where the execution thereof shall be expressly delegated by the Board or by these By-laws or by statute to some other officer or agent of the corporation. The President shall be elected from among the Board and shall preside over the meetings of the Board and of the Unit Owners. The President shall in general perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

SECTION 7. SECRETARY. The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-laws, the Declaration or as required by law; and be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents; the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-laws. The Secretary shall in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the Board.

SECTION 8. TREASURER. The Treasurer shall have charge and custody of and be responsible for the financial records and all funds and securities of the corporation; receive and give receipts for all moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of ARTICLE VII of these by-laws. The Treasurer shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board shall determine.

## ARTICLE VII -- CONTRACTS, CHECKS, DEPOSITS AND FUNDS

SECTION 1. CONTRACTS. The Board may authorize any officer or officers, agent or agents of the corporation, in addition to the officer so authorized by these by-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances. The Board shall provide designation and removal of personnel necessary for the maintenance, repair and replacement of the Common Elements.

SECTION 2. CHECKS AND DRAFTS, ETC. All checks, drafts, other orders for the payment of money, payment vouchers, notes or other evidence of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation 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 instrument shall be signed by the Treasurer and countersigned by the President of the corporation.

SECTION 3. DEPOSITS. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board may select.

SECTION 4. GIFTS. The Board may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purposes or for any specific purpose of the corporation.

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SECTION 5. FIDELITY INSURANCE. The Association must 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 the Association funds and reserves in the custody of the Association or the management company. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage available to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and a management company. The Association shall be the direct obligee of any such fidelity bond. A management company holding reserve funds of the Association shall at all times maintain a separate account for the Association, provided, however, that for investment purposes, the Board may authorize a management company to maintain the Association's reserve funds in a single interest bearing account with similar funds of other associations. The management company shall at all times maintain records identifying all moneys of the Association in such investment account. The management company may hold all operating funds of the associations which it manages in a single operating account but shall at all times maintain records identifying all moneys of each association in such operating account. Such operating and reserve funds held by the management company for the Association shall not be subject to attachment by any creditor of the management company. A management company shall be defined as a person, partnership, corporation, or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for a unit owner, unit owners or association of unit owners for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day to day operation and management of any property subject to this Act. For purposes of this subsection, the term "fiduciary insurance coverage" shall be defined as both a fidelity bond and directors and officers liability coverage, the fidelity bond in the full amount of association funds and association reserves that will be in the custody of the association, and the directors and officers liability coverage at a level as shall be determined to be reasonable by the Board, if not otherwise established by the declaration or by laws.

## ARTICLE VIII -- BOOKS AND RECORDS

SECTION 1. BOOK AND RECORDS: The Board 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;
- (2) The rules and regulations of the Association if any;
- (3) The articles of incorporation of the Association and all amendments thereto;

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- (4) Minutes of all meetings of the Association and its Board 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 relate to ballots for all matters voted on by the members of the Association during the immediately preceding 12 months, including, but not limited to, the election of members of the Board; and
- (9) The books and records of the Association's current and 10 immediately preceding fiscal years, including, but not limited to, itemized and detailed records of all receipts, expenditures, and accounts.

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

SECTION 3. Except as otherwise provided in this Section, any member of an Association shall have the right to inspect, examine, and make copies of the records described in subdivisions (7) and (8) of subsection (a) of this Section, in person or by agent, at any reasonable time or times but only for a 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 Board or its authorized agent, stating with particularity the records sought to be examined. As a condition for exercising this right, the Board 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 may impose a fine in accordance with item (l) of Section 18.4 of the Act upon any person who makes a false certification. Subject to the provisions of Section 10.05 of this Section, failure of the Board to make available all records so requested within 10 business days of receipt of the member's written request shall be deemed a denial; provided, however, that the Board that has adopted a secret ballot election process as provided in Section 18 of the Act 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 10 business days of receipt of the member's written request. As used in this Section, "commercial purpose" means the use of any part of a record or records described in subdivisions (7) and (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

SECTION 4. The actual cost to the Association of retrieving and making requested records

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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.

SECTION 5: 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 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 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.

SECTION 6: Upon 10 days notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his/her account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner. The Association shall have no authority to forbear the payment of assessments by any Owner. An Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of an Owner under the Act, the condominium instruments, or the rules and regulations of the Association; and that such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void.

## ARTICLE IX -- FISCAL YEAR

The fiscal year of the corporation shall be the calendar year unless another fiscal year shall be adopted by resolution of the Board.

## ARTICLE X -- SEAL

The Board shall provide a corporate seal in such form as the Board deems fit.

## ARTICLE XI -- WAIVER OF NOTICE

Whenever any notice whatsoever is required to be given under the provisions of the General Not for Profit Corporation Act of Illinois or under the provisions of the Articles of Incorporation or the By-Laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of-such notice.

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## ARTICLE XII -- AMENDMENT TO BY-LAWS

Except as otherwise provided in the Declaration these by-laws may be altered, amended or repealed and new by-laws may be adopted by a majority of the directors present at any meeting at which a quorum is present, but in no event may such action be taken without the concurrence of at least three Board members. Administrative rules and regulation regarding the operation and use of the Common Elements may be amended.

## ARTICLE XIII -- RULES AND REGULATIONS

The Board shall adopt and amend such reasonable rules and regulations as the Board may deem advisable for the maintenance, conservation and beautification of the Condominium, and for the health, comfort, safety and general welfare of the residents thereof, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Act, except that no quorum is required at the meeting of the Unit Owners unless otherwise provided herein. No rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, including, but not limited to, the free exercise of religion, nor may any rules or regulations conflict with the provisions of the Act or the Association's governing documents. No rule or regulation shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a Unit. The Board shall establish such restriction on the requirements respecting the use and maintenance of the Units and the use of the Common Elements, not set forth in the declaration, as are designed to prevent unreasonable interference with the use of their respective units and of the Common Elements by the several unit owners.

COOK COUNTY CLERK'S OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1207

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