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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND  
AMENDED AND RESTATED BY-LAWS,  
EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR VICTORIA MANOR CONDOMINIUM

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

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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP  
AND AMENDED AND RESTATED BY-LAWS,  
EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR VICTORIA MANOR CONDOMINIUM**

THIS AMENDED AND RESTATED DECLARATION made, entered into and approved by two-thirds (2/3) of the members of the Board of Directors for the Victoria Manor Condominium Association pursuant to Section 27(b)(1) of the Illinois Condominium Property Act, 765 ILCS 605/27.

WITNESSETH THAT:

WHEREAS, Avenue Bank and Trust Company, as Trustee under Trust Agreement dated August 17, 1976 and known as Trust No. 1511, and not individually (hereinafter "Trustee" or "Declarant") was the legal title holder of the following described real estate in the Village of Oak Park, County of Cook, and State of Illinois:

Lots 1 and 2 in Block 1 in the Subdivision of that part of the East 1/4 of the Southwest 1/4 of Section 8, Township 39 North, Range 13 East of the Third Principal Meridian, lying between the South Line of the Chicago and Northwestern Railroad right of way and the North Line of Dummy Railroad right of way; in Cook County, Illinois.

WHEREAS, Trustee desired and intended to enable the Property (as hereinafter defined) which includes, but is not limited to, said real estate together with the building, structure, improvements and other permanent fixtures of whatsoever kind now or hereafter thereon, and all rights and privileges belonging or in anywise pertaining thereto to be owned by each successor in interest of Trustee, under that certain type or method of ownership commonly known as "CONDOMINIUM", and to submit the Property to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time by recording the "Original Declaration" which was recorded as document number 24494382 with the Cook County Recorder of Deeds; and

WHEREAS, the Trustee, acting under direction of the parties authorized to direct the Trustee, elected by the Original Declaration to establish, for the benefit of such Trustee and for the mutual benefit of all future Unit Owners or occupants of the Property, or any part thereof, which shall be known as:

**VICTORIA MANOR CONDOMINIUM**

such other name as may be subsequently adopted pursuant to the Act by the Board, certain easements and rights in, over and upon said real estate and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the Trustee further elected by the Original Declaration to declare that the several Unit Owners, occupants, mortgagees and other person acquiring any interest in the property shall at all times enjoy the benefits of, and shall at all times hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspect of ownership and to facilitate the proper administration of such Property and are established for

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the purpose of enhancing and perfecting the value, desirability and attractiveness of the property; and

WHEREAS, the Board of Directors has elected to adopt this Amended and Restated Declaration in order to bring the terms of same into compliance with the Illinois Condominium Property Act, 765 ILCS 605/1 et seq. ("Act") and with other applicable law.

NOW THEREFORE, the Declaration is hereby amended and restated to be read, in its entirety, AS FOLLOWS:

## ARTICLE I

### DEFINITIONS

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

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

(b) "Declaration" means the instrument by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as from time to time amended.

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

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

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

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

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

(h) "Unit Owner" means the person or persons whose estates or interest, individually or collectively, aggregate fee simple absolute ownership of a Unit.

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

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(j) "Plat" means a Plat of Survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, which may consist of a three-dimensional horizontal and vertical delineation of all such Units.

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

(l) "Common Expenses" means the proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board of Managers of the Unit Owners' Association.

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

(n) "Unit Owners' Association" or "Association" means the Association of all the Unit Owners, acting pursuant to By-Laws through its duly elected Board of Managers.

(o) "Purchaser" means any person or persons other than the Developer who purchased a Unit in a bonafide transaction for value.

(p) "Developer" means Renaissance Management Associates, Ltd.

(q) "Building" means all structures, attached or unattached, containing one or more Units.

(r) "Occupant" means a person, or persons, other than a Unit Owner, in possession of one or more Units.

(s) "Voting Member" means the person entitled to exercise all voting power in respect to each Unit Ownership.

(t) "Limited Common Elements" means a portion of the Common Elements so designated in the Declaration as being reserved for the use of a certain Unit or Units to the exclusion of other Units, including but not limited to balconies, terraces, patios and parking spaces or facilities.

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

(v) "Acceptable Technological Means" includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the

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Association, is deemed to provide reasonable security, reliability, identification, and verifiability.

## ARTICLE II

### UNITS

1. Description. All Units located on the property are delineated on the survey, attached to the Original Declaration as Exhibit "A" and are legally described as follows:

UNITS: 336-1, 336-2, 336-3, 338-1, 338-2, 338-3, 340-1, 340-2, 340-3, 342-1, 342-2, 342-3, 344-1, 344-2, 344-3, 346-1, 346-2, 346-3, 346-G, "A", "B", "C", "D", and "E".

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

Lots 1 and 2 in Block 1 in the Subdivision of that part of the East 1/4 of the Southwest 1/4 of Section 8, Township 39 North, Range 13 East of the Third Principal Meridian, lying between the South Line of the Chicago and Northwestern Railroad Right of Way and the North Line of Dummy Railroad Right of Way; in Cook County, Illinois.

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

2. Certain Structures Not Constituting Part of a Unit. No structural components of the Building, and no pipes, wires, conduits, public utility lines, ducts, flues and shafts situated within a Unit and forming a part of any system which serves more than one Unit, nor the Common Elements shall be deemed part of said Unit.

## ARTICLE III

### COMMON ELEMENTS

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

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

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agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner's interest shall be expressed by a percentage amount and, once determined, shall remain constant, and may not be changed without unanimous approval of all Unit Owners, unless hereafter changed by recorded Amendment to this Declaration consented to in writing by all Unit Owners. Each Unit's corresponding percentage of ownership in the Common Elements is set forth in Exhibit "B" attached hereto; and each Unit Owner accepts such determination.

Rights and obligations in respect to any Limited Common Element shall not be affected, nor shall any transfer of it be effective, unless a transaction is in compliance with the requirements of this section and with Section 26 of the Act.

## ARTICLE IV

### GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

1. Submission of Property to Provisions of Act. The Property was submitted to the provisions of the Act by the Recording of the Original Declaration.

2. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to the Unit Ownership without including therein both his 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. If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any portion of the Common Elements or any other Unit as a result of the construction, repair, reconstruction, settlement, or shifting of any building, a valid mutual easement shall exist in favor of the Owners of the Common Elements and the respective Unit Owners involved to the extent of the encroachment. A valid easement shall not exist in favor of any Unit Owner who creates an encroachment by his intentional, willful, or negligent conduct or that of his agent.

(b) Utility Easements. Telephone, cable and internet providers, Commonwealth Edison Company and all other public utilities serving the Property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment related to their service to the Property, into and through the Common Elements, and the Units, where reasonably necessary for the purpose of providing utility services to the Property.

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

## ARTICLE V

### COMMON EXPENSES, MORTGAGES AND REAL ESTATE TAXES

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

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

3. Separate Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements. Upon authorization by a two-thirds (2/3) vote of the Members of the Board, or by the affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for such purpose, the Board acting on behalf of all Unit Owners shall have the power to seek relief from or in connection with the assessment or levy of any such taxes, special assessment or charges, and to charge and collect all expenses incurred in connection therewith as Common Expenses.



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## ARTICLE VI INSURANCE

1. Property Insurance. The Board of Managers shall acquire as a common expense, a policy or policies of insurance insuring the Common Elements and the Units, including the Limited Common Elements, and except as otherwise determined by the Board, the bare walls, floors and ceilings of the Unit, against loss or damage from fire, lightning and other hazards contained in the customary fire and extended coverage, special form causes of loss, vandalism and malicious mischief endorsements for the full insurable replacement value of the insured property, less deductibles, but including coverage sufficient to rebuild the insured property in compliance with building code requirements subsequent to an insured loss, including: Coverage B, demolition costs; and Coverage C, increased cost of construction coverage. The combined total of Coverage B and Coverage C shall be no less than 10% of each insured building value, or \$500,000, whichever is less. All such policies shall be written in the name of and to require a provision in such policy that the proceeds thereof shall be payable to the Members of the Board, as trustees for each of the Unit Owners in the percentages established in Exhibit "B".

All said 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 interest 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 Unit Owner, (3) shall provide 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 Unit Owners elect to sell the Property or remove the Property from the provisions of the Act, (4) shall contain an endorsement to the effect that such policy shall not be terminated, for non-payment 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 the Unit Owners and Occupants, and (6) shall contain "Replacement Cost Endorsement". The proceeds of such insurance shall be applied by the Board or by the corporate trustee or agent on behalf of the Board for the reconstruction of the Building or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained at all times be subject to the provisions of the Act with respect to the application of insurance proceeds to reconstruction of the Building. The Board may engage the services of and such insurance may be payable to a bank or trust company authorized to do, execute and accept trusts in Illinois to act as Insurance Trustee, or as Agent or Depository as an alternative to acting as Trustee, and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provision of this Declaration. The fees of such bank or trust company shall be common expenses.

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In the event of any loss in excess of \$50,000.00 in the aggregate at the Board's discretion or request of any Unit Owners, the Board shall solicit bids from reputable contractors.

Payment by an insurance company to the Board or to such corporate trustee or agent of the proceeds of any policy, and the receipt of release from the Board or such corporate trustee or agent of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust or agency agreement under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the process of any policy by the Board or the corporate trustee.

Each Unit Owner shall inform the Board in writing of additions, alterations or improvements made by said Unit Owner to his Unit and the value thereof. The Association's insurance need not cover said additions, alterations or improvements, but if they are covered, any increased cost may be assessed by the Association against the subject Unit. If a Unit Owner fails to inform the Board as provided above and a penalty is assessed in the adjustment of loss settlement, the Unit Owner shall be responsible for such penalty.

2. Appraisal. The insurable replacement cost of the Property, including the Units and Common Elements shall be determined from time to time (but not less frequently than once in any twelve-month period) by the Board.

The Board shall have the authority to obtain an appraisal by a reputable company as selected by the Board. The cost of such appraisal shall be a common expense.

3. Public Liability and Property Damage Insurance. The Board of Managers shall acquire, as a common expense, the authority and duty to obtain comprehensive public liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Property in a minimum amount of \$1,000,000 or greater amount deemed sufficient in the judgment of the Board, insuring the Unit Owners, individually and severally, the Board of Managers, the Unit Owners' Association, the Management Agent, and their respective employees, agents and all persons acting as agents. The insurance shall cover claims of one or more insured parties against other insured parties. The insurance shall contain a waiver of any rights to subrogation by the insuring company against any of the above-named insured persons.

4. Workmen's Compensation and Other Insurance. The Board of Managers shall acquire, as a common expense, workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board, in its judgment, shall elect to obtain.

The Board shall obtain directors and officers liability coverage at a level deemed reasonable by the Board. Directors and officers liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or the Declaration and By-laws. The

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coverage required by this paragraph shall include, but not be limited to, coverage of defense of non-monetary actions; defense of breach of contract; and the defense of decisions related to the placement or adequacy of insurance. The coverage required by this paragraph shall include as an insured past, present, and future Board members while acting in their capacity as Members of the Board, the Managing Agent, and employees of the Board and Managing Agent.

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

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

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

## ARTICLE VII

### ADMINISTRATION AND OPERATION

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

2. Indemnity. The Members of the Board and the officers thereof or of the Association shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers on behalf of the Unit Owners or the Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or for the Association.

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

4. Intentionally omitted.

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## ARTICLE VIII

### MAINTENANCE, ALTERATIONS, DECORATING

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

The Board may cause to be discharged any mechanics' lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or Common Elements, rather than against a particular Unit and its corresponding percentage of ownership in the Common Elements. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees) incurred by reason of such lien.

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any Unit is necessary to protect the Common Elements or any other portion of the Building, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owner, which notice may be served by delivering a copy thereof to any occupant of such Unit, or via acceptable technological means if the owner has authorized same, or if no such authorization has been given by the Owner, by mailing the same by certified or registered mail addressed to the Owner at the Unit. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner.

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

The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this Article VIII, Section 1. All expenses which, pursuant to this Section 1, are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

2. Alterations, Additions or Improvements. No alterations of any Common Elements or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. Any Unit Owner may make alterations, additions and improvements within his Unit without the prior written approval of the Board, but in any event such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the Property as a result of such alterations, additions or improvements. Nothing shall be

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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.

3. **Decorating.** Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, panelling, floor coverings, draperies, window shades, curtains, lamps and other furnishings and interior decorating. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the common expenses.

## ARTICLE IX

### SALE, LEASING OR OTHER ALIENATION

1. **Sale.** Any Unit Owner who wishes to sell his Unit Ownership shall give to the Board not less than thirty (30) days prior written notice of its intent to sell and subsequently, the terms of any contract to sell, entered into subject to the Board's option as set forth hereinafter together with a copy of such contract, 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 Unit 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 of contract. If said option is not exercised by the Board within said thirty (30) days, the Unit Owner may, at the expiration of said thirty (30) day period and at times within ninety (90) days after the expiration of said period, proceed to consummate the sale such Unit Ownership to the proposed purchaser named in such notice upon the terms specified therein. If the Unit Owner fails to close said proposed sale or lease transaction within said ninety (90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.

1(A). **Lease.** The Association is an Owner-occupied Association. As such, leasing and other occupancy of Units other than by the Owner and his immediate family shall be strictly prohibited, except as specifically set forth in this Paragraph 1(a) of this Article IX.

- a. Each Unit Owner shall be limited to one (1) lease or other occupancy of his Unit Ownership during his ownership thereof. Such lease shall not exceed twelve (12) months in duration, which period shall begin to run at the start date of the lease, or the date of occupancy for non-lease occupancy arrangements. In no event shall an Owner be allowed to combine multiple short-term leases to reach the one year limit; only one (1) lease shall be allowed, and short-term leasing (less than six (6) months in duration) shall be prohibited.

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- b. Occupancy by the Owner's spouse, child, grandchild, parent, or sibling shall not be considered a "lease or other occupancy" for purpose of this Paragraph 1(a) of this Article IX, whether or not the Owner also resides in the Unit.
- c. Notwithstanding the occupancy requirements set forth herein, an Owner may apply for an exemption and permission to lease his Unit based on extraordinary circumstances creating hardship. For purposes of this provision, a "hardship" shall include death, disability, job transfer, transfer to active duty in the armed forces of the United States or any other extreme circumstance in which, in the Board's sole discretion, the Board decides that an exemption should be granted. The Unit Owner must submit a request, in writing, to the Board requesting a hardship waiver, setting forth all reasons why he or she is entitled to same. If the Board determines a hardship exists, the Unit Owner requesting such hardship will be permitted to lease his/her Unit for a period of time not to exceed twelve (12) months. Once this period expires, the Unit Owner must either resume occupancy of the Unit, sell the Unit, or apply for a new hardship exemption.
- d. The Board shall have the authority to adopt rules and regulations not inconsistent with this Paragraph 1(a) of this Article IX regarding Unit leasing and occupancy.

2. Gift. Any Unit Owner who wishes to make a gift of his Unit Ownership or any interest therein to any person other than a permitted party under Section 10 of this Article IX shall give to the Board not less than ninety (90) days written notice of his or her 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 donees as the Board may reasonably require. If the gift to such a party is not consented to by the Board, and the Unit Owner insists on making said gift, the members of the Board acting on behalf of the other Unit Owners, shall at all times have the first right and option to purchase such Unit Ownership or interest therein for cash at fair market value determined by arbitration as hereinafter provided, which option shall be exercisable until the date of expiration as provided herein. In the event that the Board exercises said option and the parties cannot arrive at an agreed price, then within fifteen (15) days after receipt of a written notice by the Board, the Board and the Unit Owner desiring to make such gift shall each select a qualified real estate appraiser. The two appraisers so selected shall, within ten (10) days after their selection, appoint another qualified real estate appraiser to act as the arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the arbitrator shall determine the fair market value of the Unit Ownership or interest therein which the Unit Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Unit Owner and the Board, and said determination shall be conclusive upon the parties. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Board's option to purchase the Unit Ownership or interest therein shall expire forty-five

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(45) days after the date of receipt by it of written notice of such determination of fair market value. The cost of appraisal shall be divided equally between such Unit Owner and the Board and the Board's share shall be a common expense.

3. Devise. In the event any Unit Owner dies leaving a will devising his Unit Ownership, or any interest therein to any person or persons not heirs at-law of the deceased Unit Owner under the rules of Descent of the State of Illinois, and said will is admitted to probate, the members of the Board acting on behalf of the other Unit Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit Ownership or interest therein, either from the devisee or devisees thereof named in said will, or if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration as herein provided. In the event of a dispute as to purchase price, within sixty (60) days after the appointment of a personal representative for the estate of a deceased Unit Owner, the Board shall appoint a qualified real estate appraiser, and 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. Within ten (10) days after the appointment of the two (2) said appraisers, the two (2) so appointed shall appoint another qualified real estate appraiser to act as the arbitrator. Within fifteen (15) days thereafter the arbitrator shall determine the fair market value of the Unit Ownership or interest therein devised by the deceased Unit Owner, and shall thereupon give written notice of such determination to the Board and said devisee, devisees or personal representative, as the case may be, and said determination shall be conclusive upon the parties. If either party shall fail to select an appraiser, then the appraiser designated by the other party, shall make the appraisal. The Board's right to purchase the Unit Ownership, or interest therein, at the price determined by the arbitrator shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Unit Owner is empowered to sell, and shall expire eight (8) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative as the case may be, within the said option periods. The cost of appraisal shall be equally divided between such Unit Owner and the Board and the Board's share shall be a common expense.

#### 4. Involuntary Sale.

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

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

5. Consent of Voting Members. The Board shall not exercise any option hereinabove set forth to purchase any Unit Ownership or interest therein without the prior consent of Voting Members having ninety percent (90%) of the total votes. The Board or its duly authorized representative, acting on behalf of the other Unit Owners may bid to purchase at any sale of a Unit Ownership or interest therein of any Unit Owner living or deceased, which said sale is held pursuant to an order or direction of a court, upon the prior consent of Voting Members having ninety percent (90%) of the total votes, which said consent shall set forth a maximum price which the Board or its duly authorized representative is authorized to bid and pay for said Unit Ownership or interest therein.

6. Release or Waiver of Option. Upon the consent of at least three-fourths (3/4) of the Board Members, any of the options contained in this Article IX may be released or waived and the Unit Ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this article.

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 IX as hereinabove set forth have been met by a Unit 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 Unit Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Unit 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) Acquisitions of Unit Ownership or any interest therein under the provisions of this Article may be made from the maintenance fund or any other financing arrangement as the Board deems desirable. If said fund is insufficient, the Board shall levy an assessment against each Unit Owner as provided for and subject to Article XVI hereof.
- (b) If the members of the Board, in their discretion, borrow money to finance the acquisition of any Unit Ownership or interest therein authorized by this Article, no financing may be secured by an



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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 Ownership or interests therein acquired pursuant to the terms of this article shall be held of record in the name of the Board and their successors in office, or such nominee as they shall designate, for the benefit of all the Unit Owners. Said Unit Ownerships or interests therein shall be sold or leased by the members of the Board in such manner as the Board shall determine without complying with the foregoing provisions relating to the Board's right of first refusal. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each Unit Owner in the same proportion in which the Board could levy a special assessment under the terms of Section 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 IX shall not apply to any sale, lease, gift, devise or transfer by any corporation, trust or other entity when the original Unit Owner or persons having at least majority control of said Unit Owner are in control of the transferee, or resulting from statutory merger or consolidation, or between co-owners of the same Unit, or any one or more of them, or to any trustee or a trust, the sole beneficiary or beneficiaries of which are the Unit Owner, the spouse or lawful child of the Unit Owner, or any one or more of them, or from any trustee of a trust to any one or more of the beneficiaries thereof.

11. Miscellaneous. If a proposed sale, lease, devise or gift of any Unit Ownership is made by any Unit Owner, after compliance with the foregoing provisions, the purchaser, lessee, devisee, or donee thereunder shall be bound by and be subject to all of the obligations of such Unit Owner with respect to such Unit Ownership as provided in this Declaration, and in the case of a lease, said lease shall expressly so provide. The Unit Owner making any such lease shall not be relieved thereby from any of his obligations hereunder. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the Board's right of first option shall apply to such Unit Ownership. If any sale, lease, devise or gift of a Unit Ownership is made or attempted by any Unit Owner without complying with the foregoing provisions, such sale, lease, devise or gift shall be subject to each and all of the rights and options of the Board hereunder and each and all of the remedies and actions available to the Board hereunder or at law or in equity in connection therewith. The foregoing provisions with respect to the Board's right of first option as to any proposed sale, lease, devise or gift shall be and remain in full force and effect until the Property as a whole shall be sold or removed from the provisions of the Act, as provided in the Act, unless sooner rescinded or amended by the Unit Owners in the manner herein provided for amendments of this Declaration. The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the same.

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## ARTICLE X

### 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 Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor. Reconstruction of the building as used in this provision and succeeding provisions of this Article X means restoring the building to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

2. Insufficient Insurance.

- (a) If the insurance proceeds are insufficient to reconstruct the Building and the Unit Owners and all other parties in interest do not voluntarily make provisions for reconstruction of the Building within one-hundred and eighty (180) days from the date of damage or destruction, the Board of Managers may record a notice setting forth such facts and upon the recording of such notice:
- (i) The property shall be deemed to be owned in common by the Unit Owners;
  - (ii) The undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such owner in the Common Elements;
  - (iii) Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Unit Owner in the property as provided herein; and
  - (iv) The Property shall be subject to an action, for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in a percentage equal to the percentage or undivided interest owned by each owner in the property, after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Unit Owner.

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(b) In the case of damage or other destruction in which four and one half (4 and 1/2) of the Units are rendered uninhabitable, upon the affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, the Building or other portion of the property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any, otherwise, such meeting shall be held within ninety (90) days of the occurrence. At such meeting the Board of Managers, or its representative, shall present to the Members present an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

(c) In the case of damage or other destruction, upon the affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, any portion of the property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board of Managers. The payment of just compensation, or the allocation of any insurance or others proceeds to any withdrawing or remaining Unit Owner shall be an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein.

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

## ARTICLE XI

### EMINENT DOMAIN

1. Reallocation of Common Elements and Condemnation Award. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly upon the basis of diminution in market value of the Unit, as determined by the Board of Managers. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection

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with the withdrawal of any portion of the Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein.

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

## ARTICLE XII

### SALE OF PROPERTY

The Unit Owners through the affirmative vote of Voting Members having at least ninety percent (90%) of the total votes, 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 1 of Article XIX of this Declaration. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts in any manner or form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the greater of (i) the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such unit owner, or (ii) the outstanding balance of any bona fide debt secured by the objecting Unit Owner's interest which was incurred by such Unit Owner in connection with the acquisition or refinancing of the Unit Owner's interest, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. The objecting Unit Owner is also entitled to receive from the proceeds of the sale reimbursement for reasonable relocation costs, determined in the same manner as under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended from time to time, and as implemented by regulations promulgated under that Act.

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

## ARTICLE XIII

### BY-LAWS

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

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## ARTICLE XIV

### BOARD OF MANAGERS

1. Board of Managers (Board of Directors).
  - (a) The direction and administration of the Property shall be vested in a Board of Managers, consisting of five (5) persons who shall be appointed or elected in the manner herein provided. Each member of the Board shall be one of the Unit Owners and shall reside on the Property, provided, however, that in the event a Unit Owner is a corporation, partnership, trust, or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such legal entity, shall be eligible to serve as a member of the Board, provided such person must reside on the Property.
  - (b) In all elections for members of the Board, each voting Member shall be entitled to cumulate his votes in the manner provided by law and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Five (5) Board members were elected at the first annual meeting. The three (3) persons who received the highest number of votes at the first annual meeting were elected to the Board for a term of two (2) years and the two (2) persons who received the next highest number of votes were elected to the Board for a term of one (1) year. Thereafter, directors 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 and that no Board member shall be elected to a term in excess of two (2) years. Provided, however, that a Board Member may be re-elected at the expiration of his term. Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of Voting Members having two-thirds (2/3) of the total votes. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, may be filled by two-thirds (2/3) vote of the remaining Members of the Board until the next annual meeting of the Voting Members or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the

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votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term, and that a meeting of the Unit Owners shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meeting when a quorum exists. A majority of the total number of the Members of the Board shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may adopt.

- (c) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members, and who shall be the chief executive officer of the Board and the Association and who shall execute amendments to the Condominium Instruments, a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members, who shall mail and receive all notices, and who shall, in general, perform all the duties incident to the office of Secretary, a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect.
- (d) Any Board member may be removed from office by affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting or any subsequent annual meeting or special meeting called for that purpose, or may be filled as provided in subsection (b) of this Section one of this Article XIV.
- (e) The Board shall meet at least four (4) times annually and at such other times as the Board deems necessary. Meetings of the Board shall be open to any Unit Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting to (i) discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent, (ii) to 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; provided that any vote on these matters shall take place at

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a meeting of the Board or portion thereof open to any Unit Owner. Notice of any such meeting shall be posted in entranceways, elevators, or other conspicuous places in the condominium at least forty-eight (48) hours prior thereto, and given to each Unit Owner who has provided the Association with written authorization to conduct business by acceptable technological means, and to other owners by mail or delivery, unless a written waiver of such notice is signed by the person or persons entitled to such notice.

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

- (a) operation, care, upkeep, maintenance, replacement and improvement of the Common Elements;
- (b) preparation, adoption and distribution of the annual budget for the Property;
- (c) levying of assessments;
- (d) collection of assessments from Unit Owners;
- (e) employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;
- (f) obtaining adequate and appropriate kinds of Insurance;
- (g) owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by it;
- (h) adoption and amendment of rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations, notice of which meeting shall contain the full text of the proposed rules and regulations and which shall be issued at least ten (10) but not more than thirty (30) days prior to the meeting;
- (i) keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (j) to have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to other Unit or Units;
- (k) to pay for water, waste removal, other operating expenses, electricity, telephone and other necessary utility service for the Common Elements;
- (l) to pay for landscaping, gardening, snow removal, painting, cleaning, tuck pointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the windows and glass doors

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appurtenant to the Unit, if any, and the interior surfaces of the Units and of the hallway doors appurtenant thereto, which the Unit Owners shall paint, clean, decorate, maintain and repair, except if necessitated by repairs to the Common Elements) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements;

- (m) To pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments, which the Board is required to secure or pay for pursuant to the terms of this Declaration or By-Laws of 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;
- (n) To pay any amount necessary to discharge any mechanic's lien or other encumbrance against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Unit Owners.
- (o) To maintain and repair 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 a Unit Owner or any Unit that has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the Board to said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair.
- (p) The Board or its agent upon reasonable notice may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practical, and any damage caused thereby shall be repaired by the Board as a common expense.
- (q) The Board's powers hereinabove enumerated and described in the Declaration, shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) requiring an expenditure in excess of



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One Thousand Dollars (\$1,000.00), without in each case the prior approval of Voting Members having two-thirds (2/3) of the total votes. 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 by the Act, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes deliver to the Board within twenty-one (21) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of the delivery of the petition. Unless a majority of the votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified.

- (r) 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.
- (s) The Board may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Unit Owners and Occupants of the Property. Written notice of such rules and regulations shall be given to all Unit Owners and Occupants and the entire Property shall at all times be maintained subject to such rules and regulations.
- (t) The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board.
- (u) Nothing hereinabove contained shall be construed to give the Board, Association, or Unit Owners authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.
- (v) Upon authorization by the affirmative vote of not less than two-thirds (2/3) vote of the Members of the Board or a majority of the Voting Members at a meeting duly called for such purposes, the Board, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as common expenses.

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## ARTICLE XV MEMBERS (UNIT OWNERS)

1. Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such Voting Members shall be the Unit Owner or one of the groups composed of all the Unit Owners of a Unit Ownership or may be some person designated by such Unit Owners to act as proxy on his or their behalf and who need not be a Unit Owner. 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 Unit Owner or Unit Owners. Any or all Unit Owners of a Unit Ownership, and their designee, if any, may be present at any meeting of the Voting Members, but only the Voting Member of the Unit Ownership may vote or take any total number of votes of all Voting Members shall be one hundred (100), and each Unit Owner or group of Unit Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit "B". The Association shall have one class of membership only and that nothing contained in these Condominium Instruments shall permit or allow different classes of membership among the Unit Owners.

2. 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 or at least a majority of the Voting Members and Voting Members having at least a majority of the total votes shall constitute a quorum. In voting on amendments to the Association's Bylaws, a Unit Owner who is in arrears on the Unit Owner's regular or separate assessments for sixty (60) days or more shall not be counted for purposes of determining if a quorum is present, but that Unit Owner retains the right to vote on the amendment. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes represented at such meeting.
- (b) There shall be an annual meeting of the Voting Members on the first Wednesday of November at 7:30 P.M., or at such other reasonable time or date as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting.
- (c) Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members,

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or for any other reasonable purposes. Said meetings shall be called by written notice, authorized by the President of the Board, a majority of the Board, or by the Voting Members having twenty percent (20%) of the total votes and delivered not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. Matters to be submitted at special meetings of the Voting Members shall first be submitted to the Board of Managers, at least ten (10) days prior to the special meeting, who shall then submit the matters to the Voting Members.

3. Notices of Meetings. Notices of meetings required to be given herein may be delivered, either by acceptable technological means to Owners who have provided written authorization to conduct business using acceptable technological means, or, for those Owners who have not so consented, by personal delivery or by mail to the person entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which each voting right appertains, if no address has been given to the Board.

4. Miscellaneous.

- (a) No merger or consolidation of the Association; sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the Property and assets of the Association; and the purchase or sale of land or of Units on behalf of all Unit Owners shall be effectuated unless there is an affirmative vote of ninety percent (90%) of the votes of Unit Owners, except as otherwise provided for in the Declaration.
- (b) When thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of members specified in the Condominium Instruments, or the Act, shall require instead the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

## ARTICLE XVI

### ASSESSMENTS – MAINTENANCE FUND

1. Estimated Annual Budget and Assessments. Each year on or before November 1st, the Board shall estimate the total amount necessary to pay the cost of all common expenses which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. The annual budget shall set forth with particularity all anticipated common expenses by category, as well as all anticipated assessments and other income. The budget shall also set forth each Unit Owner's proposed common expense assessment. Each Unit Owner shall receive, at least twenty-five (25) days prior to the adoption

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thereof by the Board of Managers, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs, or payment of real estate taxes. The "estimated annual budget" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto. Each Unit Owner shall receive notice in the same manner as is provided in this Declaration for membership meetings, or any meeting of the Board of Managers concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment. On or before January 1st of the ensuing year, and the first of each and every month of said year, said Unit Owner jointly and severally shall be personally liable for and obligated to pay to the Board or as it may direct one-twelfth (1/12th) of the assessment against his Unit Ownership made pursuant to this Section. On or before April 1st of each calendar year, the Board shall supply to all Unit Owners an itemized accounting of the common expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessments along with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes, and showing the net excess or deficit of income over expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting.

2. Reserves and Adjustments. The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Any extraordinary or non-recurring common expense, any common expense not set forth in the budget as adopted, and any increase in assessments over the amount adopted shall be separately assessed against all Unit Owners. If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within twenty-one (21) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or special assessment, it is ratified. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

3. Intentionally omitted.

4. Failure to Prepare Estimates. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly

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maintenance charge at the then existing monthly rate established for the previous period until the next monthly maintenance payment which is due not more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

5. Books and Records. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements and any other expenses incurred, along with all other records required to be kept by Section 19 of the Act. Such records and the vouchers authorizing the payments shall be available for inspection by any Unit Owner or any representative of a Unit Owner duly authorized in writing and upon satisfaction of any other requirement imposed by Section 19 of the Act, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

6. Use of Funds. All funds collected hereunder shall be held and expended for the purpose designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit "B".

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

8. Assessments. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, together with any interest, late charges, reasonable attorneys' fees incurred enforcing the condominium instruments, rules and regulations of the Association, or any applicable statute or ordinance, and costs of collections, shall be and become a lien or charge against the Unit Ownership of the Unit Owner involved when payable and may be foreclosed by any action brought in the name of the Board as in the case of foreclosure of liens against real estate. Such lien shall take effect and be in force when and as provided in the Act and shall be prior to all other liens and encumbrances, recorded or unrecorded, except only taxes, special assessments and special taxes thereto for or thereafter levied by any political subdivision or municipal corporation of this state or other state or federal taxes which by law are a lien on the interest of the unit owner prior to pre-existing recorded encumbrances thereon, and encumbrances on the interest of the unit owner recorded prior to the date of such failure or refusal which by law would be a lien thereon prior to subsequently recorded encumbrances. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Unit Owner shall fail to pay the

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proportionate share of the Common Expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include:

- (1) the right to enforce the collection of such defaulting Unit Owner's share of such expenses (whether due by acceleration or otherwise), together with interest thereon, at the maximum rate permitted by law, and all fees and costs (including reasonable attorney's fees) incurred in the collection thereof;
- (2) the right, by giving such defaulting Unit Owner five (5) days' written notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and
- (3) the right to take possession of such defaulting Unit Owner's interest in the Property, to maintain for the benefit of all the other Unit Owners an action for possession in the manner prescribed in the Eviction Act, 735 ILCS 5/Art. IX, as amended, and to execute leases of such Defaulting Unit Owner's interest in the Property and apply the rents derived therefrom against such expenses.

9. Non-use. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit.

## ARTICLE XVII

### COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

1. General Use. No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Unit or any two (2) 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 (2) 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, and shall in all respects comply with Section 31 of the Act.

2. Obstruction of Common Elements and Unit Maintenance. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without prior consent of the Board except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit.

3. Prohibited Use. Nothing shall be done or kept in any Unit, or in the Common Elements which will increase the rate of insurance on the Building or contents thereof, applicable for residential use, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit, or in the Common Elements which will

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

4. Unit Owner Insurance. Each Unit Owner shall be responsible for his own insurance on his personal property in his own Unit, his personal property stored elsewhere on the Property and his personal liability to the extent not covered by the liability insurance for all the Unit Owners obtained by the Board as hereinbefore provided. The personal liability of a Unit Owner must include the deductible of the Owner whose Unit was damaged, any damages not covered by insurance otherwise required by the Declaration or the Act, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings.

5. Exterior Attachments. Unit Owners shall not cause or permit anything to be placed on the outside walls of the Building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

6. Window Treatment. The use and the covering of the interior surfaces of the glass windows and/or doors appurtenant to the Units of the Building, whether by draperies, shades or other items visible from the exterior of the Building shall be subject to the rules and regulations of the Board.

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

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

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

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

11. Personal Effects. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that baby carriages, bicycles and other personal property may be stored in the common storage area designated for that purpose.

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12. Commercial Activities. 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.

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

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

15. Exceptions. The Unit restrictions in paragraphs 1 and 12 of this Article XVII shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

- (a) maintaining his professional library therein,
- (b) keeping his personal business or professional records or accounts therein, or
- (c) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of Sections 1 and 12 of this Article XVII.

## ARTICLE XVIII

### 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 provisions herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding section:

- (a) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and provisions hereof, and the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or,
- (b) to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of seven percent (7%) per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all his personal property in his Unit or located elsewhere on the Property.



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Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise by the Board.

2. Involuntary Sale. If any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration, or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall re-occur more than once after such notice, then the Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Unit Owner for a decree of mandatory injunction against Unit Owner or Occupant or, in the alternative, for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of the said violation, and ordering that the right, title and interest to the Unit Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from 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 attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and, to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

## ARTICLE XIX

### GENERAL PROVISIONS

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

2. Notices to Board, Association and Unit Owners. Notices provided for in this Declaration and in the Act shall be in writing, and shall be addressed to the Board or Association, or any Unit Owner as the case may be (indicating thereon the number of the respective Unit if addressed to a Unit Owner), or at such other address as herein provided, or by acceptable technological means, including electronic transmission consented to in writing by the Unit Owner to whom the notice is given. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may also designate a different address (or email address in the case the Owner has consent to electronic transmission) for notices to him by giving written notice of his change of address to the Board or Association. Notices

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addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when sent by email or other acceptable technological means, or when delivered in person with written acknowledgement of the receipt thereof, or if addressed to a Unit Owner, when deposited in his mailbox in the Building, or at the door of his Unit in the Building.

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

4. Binding Effect. Each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, 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 or any Unit, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

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

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

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

8. Perpetuities and Restraints. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of:

- (a) the rule against perpetuities or some analogous statutory provision;

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- (b) the rules 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 (21) years after the death of the last to die of the now living lawful descendants of Joseph Robinette Biden, Jr., President of the United States, and Ladda Tammy Duckworth, Senator of the State of Illinois.

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

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

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

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

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

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

13. Land Trust Unit Owner's Exculpation. In the event title to any Unit Ownership is conveyed to a land titleholding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or

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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 titleholding 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.

IN WITNESS WHEREOF, the aforesated Amended and Restated Declaration is adopted pursuant to Section 27 of the Act this 7<sup>th</sup> day of May, 2022.

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## EXHIBIT A

### Legal Description

Lots 1 and 2 in Block 1 in the Subdivision of that part of the East 1/4 of the Southwest 1/4 of Section 8, Township 39 North, Range 13 East of the Third Principal Meridian, lying between the South Line of the Chicago and Northwestern Railroad right of way and the North Line of Dummy Railroad right of way; in Cook County, Illinois.

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## EXHIBIT B

### VICTORIA MANOR CONDOMINIUM PERCENTAGE OF OWNERSHIP

336-1	6.1%
336-2	6.1%
336-3	6.1%
338-1	4.7%
338-2	5.1%
338-3	5.1%
340-1	5.1%
340-2	5.1%
340-3	5.1%
342-1	4.7%
342-2	5.1%
342-3	5.1%
344-1	4.7%
344-2	5.1%
344-3	5.1%
346-Garden	2.9%
346-1	6.1%
346-2	6.1%
346-3	6.1%
HobbyRooms	
Unit A	.1%
Unit B	.1%
Unit E	.1%
Unit D	.1%
Unit E	.1%

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ADDRESSES			PINS
336 N. Austin Blvd.	Unit 1	Oak Park, Illinois 60302	16-08-305-024-1001
336 N. Austin Blvd.	Unit 2	Oak Park, Illinois 60302	16-08-305-024-1002
336 N. Austin Blvd.	Unit 3	Oak Park, Illinois 60302	16-08-305-024-1003
338 N. Austin Blvd.	Unit 1	Oak Park, Illinois 60302	16-08-305-024-1004
338 N. Austin Blvd.	Unit 2	Oak Park, Illinois 60302	16-08-305-024-1005
338 N. Austin Blvd.	Unit 3	Oak Park, Illinois 60302	16-08-305-024-1006
340 N. Austin Blvd.	Unit 1	Oak Park, Illinois 60302	16-08-305-024-1007
340 N. Austin Blvd.	Unit 2	Oak Park, Illinois 60302	16-08-305-024-1008
340 N. Austin Blvd.	Unit 3	Oak Park, Illinois 60302	16-08-305-024-1009
342 N. Austin Blvd.	Unit 1	Oak Park, Illinois 60302	16-08-305-024-1010
342 N. Austin Blvd.	Unit 2	Oak Park, Illinois 60302	16-08-305-024-1011
342 N. Austin Blvd.	Unit 3	Oak Park, Illinois 60302	16-08-305-024-1012
344 N. Austin Blvd.	Unit 1	Oak Park, Illinois 60302	16-08-305-024-1013
344 N. Austin Blvd.	Unit 2	Oak Park, Illinois 60302	16-08-305-024-1014
344 N. Austin Blvd.	Unit 3	Oak Park, Illinois 60302	16-08-305-024-1015
346 N. Austin Blvd.	Unit G	Oak Park, Illinois 60302	16-08-305-024-1016
346 N. Austin Blvd.	Unit 1	Oak Park, Illinois 60302	16-08-305-024-1017
346 N. Austin Blvd.	Unit 2	Oak Park, Illinois 60302	16-08-305-024-1018
346 N. Austin Blvd.	Unit 3	Oak Park, Illinois 60302	16-08-305-024-1019
346 N. Austin Blvd.	Unit A	Oak Park, Illinois 60302	16-08-305-024-1020
340 N. Austin Blvd.	Unit B	Oak Park, Illinois 60302	16-08-305-024-1021
346 N. Austin Blvd.	Unit C	Oak Park, Illinois 60302	16-08-305-024-1022
342 N. Austin Blvd.	Unit D	Oak Park, Illinois 60302	16-08-305-024-1023
338 N. Austin Blvd.	Unit E	Oak Park, Illinois 60302	16-08-305-024-1024

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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

We, the undersigned, as Members of the Board of Directors of the Victoria Manor Condominium Association established by the aforesaid Declaration, by our signatures below do hereby acknowledge and execute the foregoing Amended and Restated Declaration of Condominium Ownership and Amended and Restated By-Laws, Easements, Restrictions and Covenants for Victoria Manor Condominium.

EXECUTED this 7<sup>th</sup> day of May, 2022.

Lawrence A. Passo  
PRESIDENT

Elmer H. A.  
VICE PRESIDENT

May O'Grady  
TREASURER

Joseph M. S.  
SECRETARY

[Signature]  
DIRECTOR

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## CERTIFICATION

We, the undersigned, as Members of the Board of Directors of the Victoria Manor Condominium Association, by our signatures below do hereby authenticate the Unit Owner approval and further certify that the required seventy-five percent (75%) of Unit Owner approval to amend certain provisions of the Declaration of the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for Victoria Manor Condominium was properly obtained.

EXECUTED this 7<sup>th</sup> day of MAY, 2022.

Lauren A. Passo  
PRESIDENT

Mary O'Grady  
TREASURER

[Signature]  
SECRETARY

[Signature]  
DIRECTOR

[Signature]  
DIRECTOR

Under penalties as provided by law pursuant to 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that (s)he verily believes the same to be true.

Dated: 05/07/2022

Lauren A. Passo  
On behalf of Victoria Manor Condominium Association

Its: PRESIDENT

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## VMCA ANNUAL MEETING

DECEMBER 16, 2021

### BY-LAWS AMENDMENT BALLOT

*Declaration Article IX*

HOMEOWNER NAME: *Z. Arbiwa*

UNIT: *336 #1*

% OF OWNERSHIP *6.1*

I APPROVE THE PROPOSED AMENDMENT (SEE ATTACHED) TO THE VMCA BY LAWS AS WRITTEN (CHECK YES OR NO):

YES

NO

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## VMCA ANNUAL MEETING DECEMBER 16, 2021 BY-LAWS AMENDMENT BALLOT

HOMEOWNER NAME: Janelle Parsons

UNIT: 336-2

% OF OWNERSHIP 6.1%

I APPROVE THE PROPOSED AMENDMENT (SEE ATTACHED) TO THE VMCA BY-LAWS AS WRITTEN (CHECK YES OR NO):

YES X

NO       

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## VMCA ANNUAL MEETING

DECEMBER 16, 2021

### BY-LAWS AMENDMENT BALLOT

DECLARATION ARTICLE ~~V~~ IX

HOMEOWNER NAME: DEAN SCARINATO

UNIT: 356-3

% OF OWNERSHIP 6.1%

I APPROVE THE PROPOSED AMENDMENT (SEE ATTACHED) TO THE VMCA BY LAWS AS WRITTEN (CHECK YES OR NO):

YES

NO

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## VMCA ANNUAL MEETING

DECEMBER 16, 2021

### BY-LAWS AMENDMENT BALLOT

**HOMEOWNER NAME:** Elizabeth Hunt

**UNIT:** 338-1

**% OF OWNERSHIP** 4.7%

**I APPROVE THE PROPOSED AMENDMENT (SEE ATTACHED) TO THE VMCA BY-LAWS AS WRITTEN (CHECK YES OR NO):**

**YES**

**NO**

**COMMENTS:**     N/A    

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## VMCA ANNUAL MEETING DECEMBER 16, 2021 BY-LAWS AMENDMENT BALLOT

HOMEOWNER NAME: Both Harvey  
UNIT: 338-2  
% OF OWNERSHIP 5.1

I APPROVE THE PROPOSED AMENDMENT (SEE ATTACHED) TO THE VMCA BY-LAWS AS WRITTEN (CHECK YES OR NO):

YES   
NO

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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VMCA ANNUAL MEETING

DECEMBER 16, 2021

BY-LAWS AMENDMENT BALLOT

*Declaration Article IX*

HOMEOWNER NAME: Sarah LaBelle

UNIT: ~~338~~ #3 + Unit E

% OF OWNERSHIP 5.2%

I APPROVE THE PROPOSED AMENDMENT (SEE ATTACHED) TO THE VMCA BY-LAWS AS WRITTEN (CHECK YES OR NO):

YES

NO

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## VMCA ANNUAL MEETING

DECEMBER 16, 2021

### BY-LAWS AMENDMENT BALLOT

HOMEOWNER NAME: LARRY PASSO

UNIT: 0240-1

% OF OWNERSHIP 5.7%

I APPROVE THE PROPOSED AMENDMENT (SEE ATTACHED) TO THE VMCA BY-LAWS AS WRITTEN (CHECK YES OR NO):

YES

NO

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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## VMCA ANNUAL MEETING

DECEMBER 16, 2021

### BY-LAWS AMENDMENT BALLOT

HOMEOWNER NAME: Kenneth Pinkins

UNIT: 360-2

% OF OWNERSHIP 5.1%

I APPROVE THE PROPOSED AMENDMENT (SEE ATTACHED) TO THE VMCA BY LAWS AS WRITTEN (CHECK YES OR NO):

YES

NO

COMMENTS: [Signature] 12/22/21  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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To: LARRY

From: Ken

Subject: BALLOT

DATE: 12/22/21

*[Handwritten Signature]*

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**VMCA ANNUAL MEETING  
DECEMBER 16, 2021  
BY-LAWS AMENDMENT BALLOT**

HOMEOWNER NAME: Amy Reece  
UNIT: 340-3  
% OF OWNERSHIP 5.1%

**I APPROVE THE PROPOSED AMENDMENT (SEE ATTACHED) TO THE VMCA BY-LAWS AS WRITTEN (CHECK YES OR NO):**

YES X  
NO     

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## VMCA ANNUAL MEETING

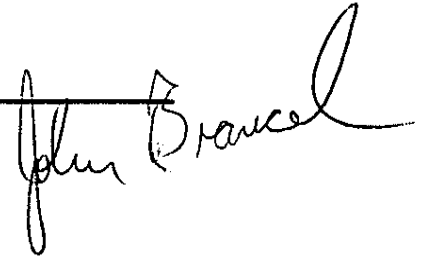
DECEMBER 16, 2021

### BY-LAWS AMENDMENT BALLOT

HOMEOWNER NAME: JOHN BRANCEL

UNIT: 392-1

% OF OWNERSHIP 4.8%



I APPROVE THE PROPOSED AMENDMENT (SEE ATTACHED) TO THE VMCA BY-LAWS AS WRITTEN (CHECK YES OR NO):

YES

NO

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## VMCA ANNUAL MEETING DECEMBER 16, 2021 BY-LAWS AMENDMENT BALLOT

HOMEOWNER NAME: Cheryl Gustafson  
UNIT: 342-2  
% OF OWNERSHIP 5.1%

I APPROVE THE PROPOSED AMENDMENT (SEE ATTACHED) TO THE VMCA BY-LAWS AS WRITTEN (CHECK YES OR NO):

YES   
NO

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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VMCA ANNUAL MEETING

DEC 17 2021

DECEMBER 16, 2021

BY-LAWS AMENDMENT BALLOT

HOMEOWNER NAME: John Miller

UNIT: 346-1

% OF OWNERSHIP 6.1%

I APPROVE THE PROPOSED AMENDMENT (SEE ATTACHED) TO THE VMCA BY-LAWS AS WRITTEN (CHECK YES OR NO):

YES

NO

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## VMCA ANNUAL MEETING

DECEMBER 16, 2021

### BY-LAWS AMENDMENT BALLOT

**HOMEOWNER NAME:** Mary O'Grady

**UNIT:** 345-2

**% OF OWNERSHIP:** 6.2%

**I APPROVE THE PROPOSED AMENDMENT (SEE ATTACHED) TO THE VMCA BY-LAWS AS WRITTEN (CHECK YES OR NO):**

**YES**        

**NO**        

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## VMCA ANNUAL MEETING

DECEMBER 16, 2021

### BY-LAWS AMENDMENT BALLOT

**HOMEOWNER NAME:** Steven Donald

**UNIT:** 346, #3

**% OF OWNERSHIP** 6.1%

**I APPROVE THE PROPOSED AMENDMENT (SEE ATTACHED) TO THE VMCA BY-LAWS AS WRITTEN (CHECK YES OR NO):**

**YES**  **NO**

**NO**

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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