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This instrument prepared by
and is to be mailed to:

Mark R. Rosenbaum
Fischel | Kahn
155 N. Wacker Drive, Ste. 3850
Chicago, IL 60606

This document does not
change any unit's undivided
percentage interest in the
common elements. No original plats
are attached.



2315615001

Doc# 2315615001 Fee \$133.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 06/05/2023 09:46 AM PG: 1 OF 42

Above Space for Cook County Clerk's Use Only

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
RIDGE WOOD ESTATES CONDOMINIUM, INC.

THIS AMENDED AND RESTATED DECLARATION ("A&R Declaration") is made
and entered into as of this 24th day of May, 2023 by Ridge Wood Estates Condominium, Inc., an
Illinois not-for-profit corporation (the "Association"), which is the governing association of
Ridge Wood Estates.

RECITALS:

- A. On March 14, 1973, a certain Declaration of Condominium for Ridge Wood Estates, dated March 12, 1973, was recorded in the Office of the Recorder of Cook County, Illinois as document no. 22251246 (the "Original Declaration"). Said Original Declaration submitted the Property (as defined in the Original Declaration) to the Illinois Condominium Property Act, 765 ILCS 605/1 et seq, the "Act"; and
- B. The Original Declaration was amended by a certain Amendment, dated March 18, 1987, which Amendment was recorded on March 18, 1987, in the Office of the Recorder of Cook County, Illinois as document no. 87145910 ("Amendment 1987-1"). The Original Declaration was further amended by a certain Amendment, dated March 18, 1987, which Amendment was recorded on March 18, 1987, in the Office of the Recorder of Cook County, Illinois as document no. 87145911 ("Amendment 1987-2"). The Original Declaration, Amendment 1987-1 and Amendment 1987-2 are together hereafter referred to together as the "Prior Declaration"; and
- C. The legal description of the Property governed by the Prior Declaration and to be governed by this A&R Declaration is as shown in Exhibit "D" attached hereto, and incorporated by this reference herein; and

RECORDING FEE 133.00

DATE 6-5-23 COPIES 6X

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- D. Under the provisions of the Act, some portions of the Act control and supersede the provisions of a declaration and/or bylaws, and other portions of the Act allow a declaration and/or bylaws to control over the provisions of the Act; and
- E. Over time, changes in the Act have caused the Prior Declaration to be at variance to, and sometimes in conflict with, provisions of the Act, with the result that the Association can no longer rely upon the Prior Declaration, without also investigation as to possible countervailing provisions of the Act; and
- F. In addition, certain provisions in the Prior Declaration have, solely by the passage of time, become obsolete and no longer relevant or enforceable; and
- G. The Board of Managers of the Association, as defined below (the "Board", or the "Board of Managers"), pursuant to the authority of Section 27(b)(1) of the Act, has declared that there are omissions, errors and/or inconsistencies in the Prior Declaration such that portions of the Prior Declaration do not conform to the Act, and/or to other statutes and/or are no longer relevant or enforceable.
- H. Section 27(b) (1) of the Act permits the Board to amend and restate the Prior Declaration so as to conform the Prior Declaration to the Act and/or to other applicable statutes on the vote of not less than 2/3rds of the full Board, without the vote of the Unit Owners; and
- I. The Board has determined that it is in the best interests of the Association to take such actions as are necessary to bring the Prior Declaration into compliance with the Act, as now in effect, and to delete provisions which, due solely to lapse of time, are no longer relevant or enforceable, by amending and restating the Prior Declaration; and
- J. As a result, Board members being not less than 2/3rds of the full Board voted on April 19, 2023 to correct such omissions, errors and/or inconsistencies by causing this A&R Declaration to be promulgated to correct such omissions, errors and/or inconsistencies. The Affidavit of the Secretary of the Association to the action of the Board is attached hereto as Exhibit "I" and incorporated by this reference herein; and
- K. The Association's Unit Owners not having filed a timely petition, pursuant to Act, Section 27(b)(3), to reject the Board's said action, or if a petition was timely filed the vote of the Unit Owners required to reject such Board action was not obtained. The Affidavit of the Secretary of the Association to the filing or non-filing of such a petition is attached hereto as Exhibit "I" and incorporated by this reference herein; and
- L. This A&R Declaration shall supersede the Prior Declaration, except to the extent that any portion of the Prior Declaration (including the plats) is expressly stated by this A&R Declaration to remain in full force and effect; and
- M. It is the intention of the Association that this A&R Declaration amend and restate and replace the Prior Declaration as the Condominium Instruments governing the Property.

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- N. The provision of the Prior Declaration requiring notice and/or consent of all lien holders to this adoption and recording of this A&R Declaration is not applicable, per Section 27(b)(1) of the Act.
- O. The Board intends that this Amended and Restated Declaration shall be effective upon recording in the Office of the Cook County Clerk, Cook County, Illinois.

Now Therefore, the Association, for the uses and purposes set forth above, hereby declares that the Prior Declaration be and hereby is, amended, restated, and replaced by this A&R Declaration as follows:

1. Definitions. As used herein, unless the context otherwise requires:

- (a) "Act" means the "Condominium Property Act" of the State of Illinois.
- (b) "Declaration" means the instrument by which the Property, as hereinafter defined, was submitted to the provisions of the Act, including such amendments, if any, to this instrument as may from time to time be adopted pursuant to the terms hereof. The Original Declaration so submitted the Property. From and after the recording of this A&R Declaration, all references in this document to the "Declaration" shall mean this A&R Declaration, as amended from time to time hereafter.
- (c) "Parcel" means the parcel or tract of real estate, described above in this Declaration, submitted to the provisions of the Act.
- (d) "Property" means all the land, property, and space comprising the Parcel, and all improvements and structures erected, constructed, or contained therein or thereon, including the buildings 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, including one or more rooms and occupying one or more floors or a part or parts thereof, designed or intended for independent use as a family dwelling, as set forth on the Plat of the Parcel and all the Units in the Property, which Plat was recorded as Exhibit "A" to the Original Declaration. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes as shown on the Plat; provided however, that no structural components of the building in which such Unit is located, and no pipes, wires, conduits, ducts, flues, shafts, or public utility line situated within such Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed to be part of said Unit. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage, or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.
- (f) "Common Elements" The Common Elements shall consist of all of the Property, including the Limited Common Elements, except not the individual Units, and shall include, but

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shall not be limited to, the land, foundations, hallways, stairways, entrance and exits, custodian's apartment, garages, common parking areas, storage areas, basement, roof, incinerator, pipes, ducts, electrical wiring and conduits, (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only said Unit) central heating system, public utility lines, structural parts of the Building, outside walks and driveways, landscaping, and all other portions of the Property except the individual Units. Structural columns located within the boundaries of a Unit shall be part of the Common Elements.

(g) "Limited Common Elements" means portions of the Common Elements serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereof, including specifically, but not by way of limitation, such portions of the perimeter walls, floors, and ceiling, doors, vestibules, windows, and entryways, and of all associated fixtures and structures therein as lie outside the Unit boundaries, and the basement shared by two unit owners..

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

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

(j) "Majority" or "Majority of the Unit Owners" means the owners of more than 50% 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 of the Common Elements.

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

(l) "Plat" means the plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, said Plat being attached to the Original Declaration as Exhibit "A" and by this reference made a part hereof. The Plat sets forth the measurements, elevations, location of the Property, and such other data as may be required by the Act, with respect to (i) the Parcel and its exterior boundaries, (ii) the Building and each floor thereof, and (iii) each Unit of the Building and its horizontal and vertical dimensions. The Plat shows the location of the planes which constitute the perimeter boundaries of each Unit and shall identify each Unit with a distinguishing number or other symbol.

(m) "Record" or "Recording" refers to record or recording in the office of the Recorder of Deeds in Cook County, Illinois.

(n) "Building" means the building located on the Parcel and forming part of the Property and containing the Units, as shown by the surveys of the respective floors.

(o) "Association" means Ridge Wood Estates Condominium, Inc., an Illinois not-for-profit corporation.

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(p) "Board" means the board of managers of the Association, which board is also referred to as the board of directors.

(q) "By-Laws" means each and every one of the provisions for the administration of the Property, including, but not limited to, assessment, maintenance, use, occupancy, sale, leasing or alienation, all as hereinafter set forth on Exhibit "C", or as the same may be from time to time duly amended, the same to have full force and effect whether applied to or by the Board or the Association.

(r) "Common Expenses" means the proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board, including the expense of the administration and operation of the Common Elements, the cost of additions, alterations, or improvements to the Common Elements, any expenses designated as Common Elements by the Act, this Declaration, or the By-Laws; and any other expenses lawfully incurred by the Association for the common benefit of all Unit Owners.

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

(t) "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.

(u) "Acceptable Technological Means" includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, or electronic mail.

2. Submission of Property to the Act. The Parcel and Property were submitted to the Act by the recording of the Original Declaration. This Declaration continues such submission to the Act.

3. Administration and Operation of the Property.

(a) The governing body for all of the Unit Owners for the administration and operation of the Property, as provided in the Act and in this Declaration and in the By-Laws, shall be the Board who shall be elected in the manner provided in the By-Laws. The Board has caused the Association to be incorporated a not-for-profit corporation as provided by the Act. The Association is the governing body for all of the Unit Owners for the administration and operation of the Property as provided in the Act and in this Declaration and in the By-Laws. All rights, titles, powers, privileges, and obligations vested in or imposed upon the Board in the Act and in this Declaration and in the By-Laws shall be held or performed by the Association or by the duly elected members of the Board thereof and their successors in office.

(b) The Board shall be elected by the Unit Owners in accordance with the By-Laws. Neither the Board, the Association nor the Unit Owners shall be deemed to be conducting a business of

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any kind. All funds collected by the Board shall be held and expended for the purpose designated in the Declaration and By-Laws and (except for such adjustments as the Board may require to reflect delinquent, prepaid and special 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", and shall be administered in accordance with the provisions of the Declaration and By-Laws. Each Unit Owner shall be a member of the Association so long as said person shall be a Unit Owner, and such membership shall automatically terminate when said person ceases to be a Unit Owner, and upon transfer of said person's ownership interest, the new Unit Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association.

(c) **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 judgement, or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by 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 said Unit Owner's 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.

4. Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question of interpretation or application of the provision 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.

5. Ownership of the Common Elements. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in the schedule attached hereto as Exhibit B and by this reference made a part hereof as through fully set forth herein. The aforesaid percentage of ownership interest have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by recorded amendment to this Declaration consented to in writing by all Unit Owners. Said ownership interests in the Common Elements shall be undivided interests, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership as set forth in Exhibit B. The ownership of each Unit and of the Unit Owner's corresponding percentage of ownership in the Common Elements shall not be separated.

6. Use of the Common Elements.

(a) Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements) in common with all other Unit Owners, as may be required for the purpose of access and ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall

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extend to each Unit Owner, and the agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving exclusively the Unit Owner's Unit and/or the adjoining Unit(s), but fewer than all Units, as an inseparable appurtenance thereof such Unit Owner. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act and of this Declaration and the By-Laws herein and the rules and regulations of the Association.

(b) The Board shall have the authority to lease or to grant licenses or concessions with respect to parts of the Common Elements, subject to the provisions of the Declaration and By-Laws, including specifically, but not by way of limitation, laundry, storage areas, commercial and recreational areas.

7. Storage Areas. The storage areas in the Building outside of the respective Unit, shall be part of the Common Elements and shall be allocated to the respective Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe.

8. Common Expenses. Each Unit Owner shall pay said Unit Owner's proportionate share of the expenses of the administration and operation of the Common Elements (which expenses are herein sometimes referred to as "common expenses"), including specifically, but not by way of limitation, the maintenance and repair thereof and any and all replacements and additions thereto. Such proportionate share of the common expenses for each Unit Owner shall be in the same ratio as said Unit Owner's 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. Provided, however, that encumbrances owned or held by any bank, insurance company, or savings and loan association shall be subject as to priority to said lien as provided in the Act.

9. Separate Mortgages. Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on said Unit Owner's respective Unit together with said Unit Owner's 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 Said Unit Owner's Unit and Said Unit Owner's respective ownership interest in the Common Elements.

10. Separate Real Estate Taxes. It is understood that real estate taxes are separately taxed to each Unit Owner for said Unit Owner's Unit and said Unit Owner's 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 to the Property as a whole, then each Unit Owner shall pay said Unit Owner's proportionate share thereof in accordance with said Unit Owner's respective percentage of ownership interest in the Common Elements. The Board shall determine the amount due and notify each Unit Owner as to this amount due for the real estate taxes.

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11. Insurance.

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

(1) Property insurance (i) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise determined by the B, the bare walls, floors, and ceilings of the Unit, (ii) providing coverage for special form causes of loss, and (iii) providing coverage, at the time the insurance is purchased and at each renewal date, in a total amount of no less than the full insurable replacement cost of the insured property, less deductibles, but including coverage sufficient to rebuild the insured Property in compliance with building code requirements subsequent to an insured loss, including: Coverage B, demolition costs; and Coverage C, increased cost of construction coverage. The combined total of Coverage B and Coverage C shall be no less than 10% of the Building's value, or \$500,000, whichever is less.

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

(3) Fidelity bond; directors' and officers' coverage.

(i) The Association shall obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of coverage available to protect funds in the custody or control of the association, plus the Association's reserve fund.

(ii) The Association's managing agent, if any, responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond.

(iii) For purposes of subparagraphs (i) and (ii), the fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company.

(iv) The Board must obtain directors and officers liability coverage at a level deemed reasonable by the Board, if not otherwise established by the By-Laws. Directors' and officers' liability coverage must extend to all contracts and other actions taken by the Board in its official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or this Declaration and/or By-laws of the Association. The coverage required by this subparagraph (iv) shall include, but not be limited to, coverage of: defense of non-

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monetary actions; defense of breach of contract; and defense of decisions related to the placement or adequacy of insurance. The coverage required by this subparagraph (iv) shall include as an insured: past, present, and future Board members while acting in their capacity as members of the Board; the managing agent; and employees of the Board and the managing agent.

(b) All property insurance policies shall:

(1) contain standard mortgage clause endorsements in favor of the mortgagee or mortgagees of each Unit, if any, as their respective interests may appear,

(2) shall provide that the insurance as to the interest of the Board, shall not be invalidated by any act or neglect of any Unit Owner,

(3) shall provide the 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' written notice to the mortgagee of each Unit, Unit Owners and members of their households and mortgagees; or all of those parties shall be named as additional insureds and (vi) shall contain a replacement cost endorsement.

(c) Contiguous units; improvements and betterments. The insurance maintained under subparagraph (a)(1) must include the Units, the Limited Common Elements except as otherwise determined by the Board, and the Common Elements. The insurance need not cover improvements and betterments to a Unit installed by a Unit Owner, but if improvements and betterments are covered, any increased cost may be assessed by the Association against each Unit affected. Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" mean all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, built-in cabinets installed by a Unit Owner, or any other additions, alterations, or upgrades installed or purchased by any Unit Owner.

(d) Deductibles. The Board may, in the case of a claim for damage to a Unit or the Common Elements,

(1) pay the deductible amount as a common expense,

(2) after notice and an opportunity for a hearing, assess the deductible amount against the owners who caused the damage or from whose Units the damage or cause of loss originated, or

(3) require the unit owners of the units affected to pay the deductible amount.

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(e) Other coverages. The Association shall carry any other insurance, including workers compensation, employment practices, environmental hazards, and equipment breakdown, the Board considers appropriate to protect the Association, the Unit Owners, or officers, directors, or agents of the Association.

(e) Insured parties, waiver of subrogation. Insurance policies carried pursuant to paragraphs (a) and (c), above, must include each of the following provisions:

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

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

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

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

(g) Adjustment of losses; distribution of proceeds. Any loss covered by the property policy under subdivision (a)(1) must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for Unit Owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings, and floors of the Units, and then to any improvements and betterments the Association may insure. Unit Owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

(h) Each Unit Owner shall be responsible for said Unit Owner's own insurance on the contents of said Unit Owner's own Unit and furnishings and personal property therein, and said Unit Owner's personal property stored elsewhere on the Property, and said Unit Owner's personal liability to the extent not covered by the liability insurance for all of the Unit Owners obtained as part of the common expenses as above provided. The personal liability of a Unit Owner includes the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this paragraph, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

(i) Certificates of insurance. Contractors and vendors (except public utilities) doing business with the Association under contracts exceeding \$10,000 per year must provide certificates of insurance naming the Association, its Board, and its managing agent, if any, as additional insured parties.

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(j) The application of insurance proceeds to reconstruction, and the disposition of property where insurance proceeds are insufficient for reconstruction, shall be as provided in the Act.

12. Maintenance, Repairs and Replacements.

(a) Each Unit Owner shall furnish and be responsible for, at said Unit Owner's own expense, all of the maintenance, repairs, and replacements within said Unit Owner's own Unit.

(b) 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; provided, that at the discretion of the Board, maintenance, repairs and replacements of the Limited Common Elements may be assessed in whole or in part to Unit Owners benefited thereby and further, at the discretion of the Board, it may direct such Unit Owners in the name and for the account of such Unit Owners to arrange for such maintenance, repairs, and replacements to pay the cost thereof with the funds of the Unit Owner, and to produce and deliver to the Board such lien waivers and contractor's and sub-contractor's sworn statements as may be required to protect the Property from all mechanic's or materialmen's lien claims that may arise therefrom.

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

(d) The authorized representatives of the Board or of the manager or managing agent for the Building, shall be entitled to reasonable access to the individual Units, as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

13. 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. The Board may authorize and charge as Common Expenses alterations, additions, and improvements of the Common Elements as made and provided in the By-Laws. Any Unit Owner may make alterations within the Unit of the Unit Owner or any additions or improvements within such Unit without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the Property as a result of such Unit alteration, additions, or improvements.

14. Decorating.

(a) Each Unit Owner shall furnish, and be responsible for, at said Unit Owner's own expense, all of the decorating within its own Unit from time to time, including painting, wall

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papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating.

(b) Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceiling, and such Unit Owner shall maintain such interior surfaces in good condition at said Unit Owner's sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board, and each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at said Unit Owner's sole expense.

(c) Decorating of the Common Elements (other than interior surfaces within the Units as above provided) and any re-decorating 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.

(d) The interior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner, and the exterior surface of such windows shall be cleaned, or washed as part of the common expenses by the Board at such time or times as the Board shall determine.

15. Encroachments. If any portion of the Common Elements shall actually encroach upon any Unit or if any Unit shall actually encroach upon any portion of the Common Elements, as the Common Elements and Units are shown by the surveys comprising the Plat attached hereto as Exhibit A, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owner involved to the extent of such encroachments so long as the same shall exist.

16. Sale or Lease by a Unit Owner – First Option to Association.

(a) If any Unit Owner shall desire at any time to sell or lease said Unit Owner's Unit, (which Unit, together with said Unit Owner's respective percentage of ownership interest in the Common Elements, is herein sometimes referred to as "Unit Ownership"), said Unit Owner shall first give the Board at least thirty (30) days prior written notice of the proposed sale or lease, which notice shall state the name and address and financial and character references of the proposed purchaser or lessee and the terms of the proposed sale or lease. The Board shall have the right of first option with respect to any sale or lease by any Unit Owner as provided herein. During the period of thirty (30) days following the receipt by the Board of such written notice, the Board shall have the first right at its option to purchase or lease such Unit Ownership upon the same terms as the proposed sale or lease described in such notice.

(b) If the Board shall give written notice to such Unit Owner within said thirty (30) day period that it has elected not to exercise such option, or if the Board shall fail to give written notice to such Unit Owner within said thirty (30) day period that it does or does not elect to purchase or lease such Unit Ownership upon the same terms as herein provided, then, such Unit Owner may proceed to close said proposed sale or lease transaction at any time within the next ninety (90) days thereafter; and if he fails to close said proposed sale or lease transaction within said ninety

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(90) days, said Unit Owner's Unit Ownership shall again become subject to the Board's right of first option as herein provided.

(c) If the Board shall give written notice to such Unit Owner within said thirty (30) day period of its election to purchase or lease such Unit Ownership, upon the same terms as the proposed sale or lease described in said written notice to the Board, then such purchase or lease by the Board shall be closed upon the same terms as such proposed sale or lease.

(d) The notices referred to herein shall be given in the manner hereinafter provided for the giving of notices.

(e) The Board shall have the authority to elect not to exercise such option and to give written notice of such election. A certificate executed by the president or secretary of the Board, certifying that the Board has elected not to exercise such option to purchase or lease such Unit Ownership upon the terms of such proposed sale or lease, shall be conclusive evidence of such election by the Board and of the compliance with the provisions hereof by the Unit Owner proposing to make such proposed sale or lease. Such certification shall be furnished to such Unit Owner upon said Unit Owner's compliance with the provisions hereof.

(f) If the Board shall adopt a resolution recommending that it shall exercise its option to purchase or lease such Unit Ownership upon the terms of such proposed sale or lease, the Board shall promptly call a meeting of all of the Unit Owners for the purpose of voting upon such option, which meeting shall be held within said thirty (30) day period. If Unit Owners owning not less than 75% in the aggregate of the total ownership interest in the Common Elements, by affirmative vote at such meeting, elect to exercise such option to make such purchase or lease, then the Board shall promptly give written notice of such election as herein provided. In such event, such purchase or lease by the Board shall be closed and consummated, and, for such purpose the Board shall have the authority to make such mortgage or other financing arrangement, and to make such assessments proportionately among respective Unit Owners, and to make such other arrangements, as the Board may deem desirable in order to close and consummate such purchase or lease of such Unit Ownership by the Board.

(g) If the Board shall make any such purchase or lease of a Unit Ownership as herein provided, the Board shall have the authority at any time thereafter to sell or sublease such Unit Ownership upon such terms as the Board shall deem desirable, without complying with the foregoing provisions relating to the Board's right of first option, and all of the net proceeds or deficit therefrom shall be applied among all of the Unit Owners in such manner as the Board shall determine.

(h) The Unit Owner making any such lease shall not be relieved thereby from any of said Unit Owner's obligations. Upon expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the Board's rights of first option shall again apply to such Unit Ownership. The provisions hereof with respect to the Board's right of first option shall not apply to sales or lease made between co-owner of the same Unit.

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(i) The provisions of the Act, this Declaration (including the By-Laws) and the rules and regulations that relate to the use of individual Units or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease executed or renewed for a Unit.

(j) The Unit Owner leasing a Unit shall deliver a copy of the signed lease to the Board (or if the lease is oral, a memorandum of the lease) not later than the date of occupancy or 10 days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Illinois Code of Civil Procedure for failure of the lessor-Unit Owner to comply with the leasing requirements prescribed by this Paragraph 16. The Board may proceed directly against a tenant, at law or under the provisions of Article IX of said Code of Civil Procedure, for any other breach by tenant of any covenants, rules, regulations, or Bylaws.

(k) If any sale or lease of a Unit Ownership is made or attempted by any Unit Owner without complying with the foregoing provisions, such sale or lease 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.

(l) The foregoing provisions with respect to the Board's right of first option as to any proposed sale or lease 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 effecting the foregoing provisions.

(m) The Board shall have the power and authority to bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for common expenses under the Act, or at a sale pursuant to an order or direction of a court, or other involuntary sale, upon the consent or approval of Unit Owners owning not less than 80% in the aggregate of the total ownership interest in the Common Elements.

(n) For the purpose of this Paragraph 16, the word "Owner" shall include any beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to a Unit Ownership, and the term "Unit Ownership" shall include the beneficial interest, shares, or partnership interest, as the case may be, held by such Owner.

17. Use and Occupancy Restrictions.

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

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(b) The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from: (a) maintaining said Unit Owner's personal professional library therein; (b) keeping said Unit Owner's personal business or professional records or accounts therein; or (c) handling said Unit Owner's 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 said restrictions.

(c) The Common Elements shall be used only for access, ingress or egress to and from the respective Units by the respective families residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective Units; provided, however, the garage, laundry room, and other special areas shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Unit Owner.

(d) The Board, and its authorized employees and representatives, shall have access to any Unit as may be necessary for the repair, maintenance, replacement, alteration, care or protection of the Common Elements or any portion thereof.

18. Remedies.

(a) In the event of any default by any Unit Owner under the provisions of the Act, Declaration, By-Law or rules and regulations of the Association, the Board, or its agents, shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-Laws or said rules and regulations or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to sell the same as hereinafter in this paragraph provided or for any combination of remedies, or for any other relief.

(b) All expenses of the Board in connection with any such actions or proceedings, including court costs and attorney fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of eight percent (8%) per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of said Unit Owner's respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for nonpayment of said Unit Owner's respective share of the common expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of said Unit Owner's additions and improvements thereto and upon all of said Unit Owner's personal property in said Unit Owner's Unit or located elsewhere on the Property. In the event of any such default by any Unit Owner, the Board, and the manager or managing agent if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner and all

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

(c) If any Unit Owner (either by said Unit Owner's own conduct or by the conduct of any other occupant of said Unit Owner's Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall reoccur more than once thereafter then the Board shall have the power to issue to the defaulting Owner a 10-day notice in writing to terminate the rights of the said defaulting Owner to continue as an Owner and to continue to occupy, use or control the Unit of such Unit Owner. Thereupon an action in equity may be filed by the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or occupant in the alternative, a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by such Unit Owner on account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from re-acquiring the subject interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser 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 so provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

19. Amendment.

(a) The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by Unit Owners having at least three-fourth (3/4) of the total vote, and certified by the secretary of the Board; provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by said secretary certifying to such mailing is a part of such instrument.

(b) Notwithstanding the provision of the foregoing paragraph, if the Act, or this Declaration or the By-Laws, requiring the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all the Unit Owners or all lien holders or both as required by the Act or this Declaration.

(c) The change, modification, or rescission, whether accomplished under either of the provisions of the preceding two paragraphs shall be effective upon recordation of such instrument in the Office of the Cook County Clerk, Cook County, Illinois (or any successor office), provided, however, that no provisions in the Declaration may be changed, modified, or rescinded so as to conflict with the provisions of the Act.

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20. Notices.

(a) Notices provided for in the Act, Declaration or By-Laws shall be in writing, and shall be addressed to the Board, or any Unit Owner, as the case may be, at the commonly known address of the Building, or at such other address as hereinafter provided. The 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 at such time. Any Unit Owner may also designate a different address or addresses for notices to him by giving written notice of said Unit Owner's change of address to the Board. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgement of the receipt thereof.

(b) In addition, notice and other Association instruments and documentation may be given to any Unit Owner by Acceptable Technological Means as permitted by rule and as authorized by such Unit Owner. All such notices, instruments and documentation shall be deemed mailed or delivered to such Unit Owner (or to the Association) for purposes of this Declaration and/or the Act as stated in such rule and/or Unit Owner authorization.

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

21. Severability. If any provisions of the Declaration or By-Laws or any section, sentence, clause, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Declaration and By-Laws and of the application of any such provision, section, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.

22. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants, or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Richard J. Daley, Mayor of Chicago, and Richard Nixon, President of the United States.

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

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24. Land Trusts and Miscellaneous.

(a) In the event title in any interest in a Unit is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the Unit or the interest in it remain vested in the trust beneficiary or beneficiaries, then the Unit and the all interests in the Unit 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. No claim shall be made against any such titleholding trustee personally for payment of any lien or obligation hereunder created and the titleholding trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of any such lien or obligation shall continue to be a charge or lien upon the Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit for any interest in the Unit.

(b) 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.

(c) 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.

25. Parking Spaces.

(a) The Parking Area, as shown in the Plat, has been divided into Parking Spaces as delineated on the Plat. The legal description of each said Parking Space shall consist of the identifying number or symbol of such Parking Space as shown on the Plat. Wheresoever reference is made to any Parking Space in a legal instrument or otherwise, a Parking Space may be legally described by its identifying number or symbol as shown on the Plat and every such description shall be deemed good and sufficient for all purposes.

(b) Each Unit Ownership (as that term is defined in Paragraph 16(a)) shall include as a right and easement appurtenant thereto a grant of a perpetual and exclusive easement, hereinafter, referred to as the "Parking Easement", consisting of the right to use for parking purposes not less than one Parking Space. The Parking Easement to a specific Parking Space or Spaces shall be determined and allocated to specific Unit Ownership by the Trustee of the Original Declaration. Each deed, lease, mortgage, or other instrument affecting a Unit Ownership shall include the Parking Easement to the specific Parking Space or Spaces so allocated and appurtenant thereto. Any such deed, lease, mortgage, or other instrument purporting to affect a Unit Ownership without also including the Parking Easement to the specific Parking Space or Parking Spaces expressly allocated to said unit, shall be deemed and taken to include the said Parking Easement to the said Parking Space or Spaces, even though not expressly mentioned or described therein.

(c) If, at the time the last Unit Ownership has been conveyed by the Trustee of the Original Declaration the Parking Easement to any specific Parking Space or Spaces has not

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theretofore been allocated or granted by the Trustee to a Unit Ownership, the grant or use of the said unallocated specific Parking Easements shall thereafter be subject to the control of the Board and the Association.

(d) Owners may exchange or lease between themselves the Parking Easement to a specific Parking Space or Spaces appurtenant to their own Unit Ownerships. No person not having an interest in a Unit Ownership shall have any interest in and to a Parking Space or in and to the right of the Parking Easement thereon for any purpose except as a Lessee thereof. The term of any Lease of the Parking Easement to any specific Parking Space shall not exceed one (1) year and shall automatically terminate upon the sale, lease, mortgage, or other transfers of Unit Ownership to which the Parking Easement to said specified Parking Space has been allocated and is appurtenant.

(e) No Parking Space shall be used in any manner contrary to such rules and regulations applicable to all Parking Spaces as may be established by the Board and the Association as hereinafter provided, or unless the Owner or Lessee of the Owner shall first obtain the written consent of the said Board so to do.

26. Easements to Run with Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in the full force and effect, and at all times shall inure to the benefits of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having any interest in the said land, 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 the rights described in this Paragraph, 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 parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

27.. Recitals. That all of the first-stated Recitals are incorporated by this reference herein.

IN WITNESS WHEREOF, the Association, by its duly authorized agents, has caused its name to be signed to this Amended and Restated Declaration at Chicago, Illinois, as of the date and year first written above.

Ridge Wood Estates Condominium, Inc.

By: Genie Peterson
President

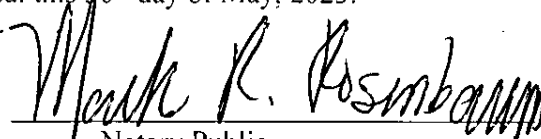
Attest: [Signature]
Secretary

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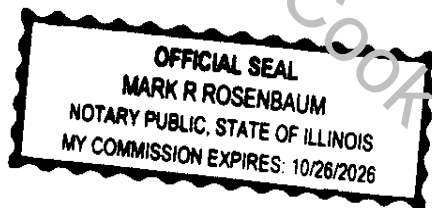
State of Illinois)
) ss
 County of Cook)

I, Mark R. Rosenbaum, a Notary Public in and for the State aforesaid, Do Hereby Certify that Genie Peterson, personally known to me to be the President and Monica Gomez, personally known to me to be the Secretary of Ridge Wood Estates Condominium, Inc., an Illinois not-for-profit corporation, and the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person in the County aforesaid and acknowledged that they signed and delivered this instrument as their own free and voluntary act, and as the free and voluntary act of the said not-for-profit corporation, for the uses and purposes set forth.

Given under my hand and notarial seal this 30th day of May, 2023.


 Notary Public

Seal



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EXHIBIT "A"

PLAT OF SURVEY

The Plat attached to the Original Declaration is unchanged, which Plat pages are incorporated by this reference and which remain in full force and effect.

For convenience only, photocopies of said Plat pages are attached hereto

Property of Cook County Clerk's Office

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

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

Property of Cook County Clerk's Office

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

1. CERTIFY THAT THIS
IS A TRUE AND CORRECT COPY
OF DOCUMENT # 02351246
APR 12 2023
COOK COUNTY CLERK

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EXHIBIT "B"

PERCENTAGES OF OWNERSHIP

(All as shown in the Original Declaration. None of the percentages shown in this Exhibit B to the Declaration have been changed. In the event of any discrepancy between the percentages shown here and the percentages as shown in the Original Declaration, the percentages as shown in the Original Declaration shall control.)

UNIT	% OF OWNERSHIP	UNIT	% OF OWNERSHIP
6549-1 N. Damen	1.233	1923-1 W. Albion	1.035
6549-2 N. Damen	1.233	1923-2 W. Albion	1.036
6551-1 N. Damen	1.234	1925-1 W. Albion	1.035
6551-2 N. Damen	1.233	1925-2 W. Albion	1.035
6553-1 N. Damen	1.233	1927-1 W. Albion	1.036
6553-2 N. Damen	1.234	1927-2 W. Albion	1.035
6555-1 N. Damen	1.233	1929-1 W. Albion	1.035
6555-2 N. Damen	1.233	1929-2 W. Albion	1.036
1947-1 W. Albion	1.234	1931-1 W. Albion	1.035
1947-2 W. Albion	1.233	1931-2 W. Albion	1.035
1949-1 W. Albion	1.233	1933-1 W. Albion	1.036
1949-2 W. Albion	1.234	1933-2 W. Albion	1.035
1946-1 W. Albion	1.233	1935-1 W. Albion	1.035
1946-2 W. Albion	1.233	1935-2 W. Albion	1.036
1948-1 W. Albion	1.234	1937-1 W. Albion	1.035
1948-2 W. Albion	1.233	1937-2 W. Albion	1.035
6601-1 N. Damen	1.233	1922-1 W. Albion	1.036
6601-2 N. Damen	1.234	1922-2 W. Albion	1.035
6603-1 N. Damen	1.233	1924-1 W. Albion	1.035
6603-2 N. Damen	1.233	1924-2 W. Albion	1.036
6605-1 N. Damen	1.234	1926-1 W. Albion	1.035
6605-2 N. Damen	1.233	1926-2 W. Albion	1.035
6607-1 N. Damen	1.233	1928-1 W. Albion	1.036
6607-2 N. Damen	1.234	1928-2 W. Albion	1.035
1939-1 W. Albion	1.035	1930-1 W. Albion	1.035
1939-2 W. Albion	1.035	1930-2 W. Albion	1.036
1941-1 W. Albion	1.036	1932-1 W. Albion	1.035
1941-2 W. Albion	1.035	1932-2 W. Albion	1.035
1943-1 W. Albion	1.035	1934-1 W. Albion	1.036
1943-2 W. Albion	1.036	1934-2 W. Albion	1.035
1945-1 W. Albion	1.035	1936-1 W. Albion	1.035
1945-2 W. Albion	1.035	1936-2 W. Albion	1.036
1938-1 W. Albion	1.036	6548-1 N. Ridge	1.035
1938-2 W. Albion	1.035	6548-2 N. Ridge	1.035
1940-1 W. Albion	1.035	6550-1 N. Ridge	1.036
1940-2 W. Albion	1.036	6550-2 N. Ridge	1.035
1942-1 W. Albion	1.035	6552-1 N. Ridge	1.035
1942-2 W. Albion	1.035	6552-2 N. Ridge	1.036
1944-1 W. Albion	1.036	6554-1 N. Ridge	1.035

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1944-2 W. Albion	1.035	6554-2 N. Ridge	1.035
6556-1 N. Ridge	1.036	6556-2 N. Ridge	1.035
6558-1 N. Ridge	1.035	6558-2 N. Ridge	1.036
6600-1 N. Ridge	1.035	6600-2 N. Ridge	1.035
6602-1 N. Ridge	1.035	6602-2 N. Ridge	1.035
6604-1 N. Ridge	1.035	6604-2 N. Ridge	1.035
6606-1 N. Ridge	1.035	6606-2 N. Ridge	1.035
Total of column	52.376	Total of column	47.624

Property of Cook County Clerk's Office

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

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EXHIBIT "C" BY-LAWS

ARTICLE I MEMBERS (Unit Owners)

Section 1. The direction and administration of the Property shall be vested in the Board, consisting of seven persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Unit Owners; provided, however, that in the event a Unit Owner is a corporation, partnership, trust, or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner of such partnership, beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as member of the Board. The Association shall have one class of membership.

Section 2. 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 person shall be known (and hereinafter referred to) as a "voting member." Such voting member may be the Unit Owner or the one of the group composed of all the Unit Owners of a Unit, or may be some person designated by such Unit Owner or Unit Owners to act as proxy on said Unit Owner's 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 relevant Unit Owner or Unit Owners. Any or all of such Unit Owners may be present at any meeting of the Unit Owners and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be 100, and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to said Unit Owners or their Unit Ownership as set forth in Exhibit "B".

Section 3. Meetings.

(a) Meetings of the Unit Owners 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 Unit Owners having not less than twenty percent (20%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken by the voting members at any meeting of the Unit Owners at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting. 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 60 days or more, shall not be counted for purposes of determining if a quorum is present, but that Unit Owner retains the right to vote on amendments to the Association's Bylaws.

(b) There shall be an annual meeting of the Unit Owners on the first Monday of March of each year thereafter, at 7:30 PM, or at such other reasonable time or date (not more

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than thirty (30) days before or after such date) as the Board may designate. Notice of the annual meeting shall be given to all Owners.

(c) Special meetings of the Unit Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Unit Owners, or for any other reasonable purpose. The following matters shall require the approval of Unit Owners having not less than two-thirds (2/3) of the total votes at a meeting duly called for that purpose: (i) the merger or consolidation of the Association; (ii) the sale, lease, exchange, or other disposition of all, or substantially all, of the property and assets of the Association; and (iii) the purchase or sale or lease of Units or other real estate on behalf of all Owners. Said meeting shall be called by written notice, authorized by the President of the Association, a majority of the Board, or by Unit Owners having 20% of the total votes. The notice shall specify the date, time, and place of the meeting and the matter to be considered.

(d) Notice of meetings of Unit Owners required to be given herein shall be in writing and may be delivered either personally or by mail to all Unit Owners, addressed to each such person at the address given by him to the Board for the purpose of serving of such notice or to the Unit of the Unit Owner with respect to which such voting rights appertain if no address has been given to the Board. Any such notice shall be mailed or delivered not less than ten (10) and not more than thirty (30) days prior to the date fixed for such meeting and shall state the time, place, and purpose of such meeting. Notice may be sent, to the extent that rules of this Association so provide, by electronic transmission consented to by the Unit Owner to whom the notice is given, provided the director or officer or said person's agent certifies in writing to the delivery by electronic transmission.

ARTICLE II Board of Directors

Section 1.

(a) At each annual meeting of the Unit Owners, a Board shall be elected. In all elections for members of the Board each voting member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. A majority of the total number of members on the Board shall constitute a quorum. Upon the expiration of the terms of office of the members of the Board elected at the initial meeting of the Unit Owners, the four (4) persons receiving the highest number of votes at the annual Unit Owners' meeting shall be elected to the Board for a term of two (2) years and the three (3) persons receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. At each successive annual meeting thereafter, members of the Board shall be elected for a term of two (2) years. Any proxy form distributed for Board elections shall give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

(b) Unit Owners having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase the terms of office of the Board members at any annual or special meeting of the Unit Owners, provided that such

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number shall not be less than three (3), and that the term of at least one-third (1/3) of the persons on the Board shall expire annually.

(c) Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having a majority of the total votes. Any member of the Board who performs professional or other services for and on behalf of the Board and/or the Association (upon notice to and, if requested, a vote of the Unit Owners as per Act, Section 18(a)(16), as amended), may receive compensation for said services as agreed between the Board and any such member.

(d) Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, may be filled by the two-thirds (2/3) vote of the remaining members of the Board (provided a quorum of the Board is then in office) with such appointed director(s) to serve until the next annual meeting of the Unit Owners, or for a period ending not later than 30 days following the filing of a petition signed by Unit Owners holding not less than 20% of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy(ies) for the balance of the term of office of the vacant directorship. Said meeting shall be called not later than 30 days following the filing of the said petition.

(e) Except as otherwise provided in the Declaration or these By-Laws, 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 members of the Board shall constitute a quorum of the Board. Meetings of the Board may be held and conducted in accordance with such regulations as the Board may adopt. The Board shall meet no less than four (4) times each year.

(f) Special meetings of the Board may be called by the President, or 25% of the members of the Board.

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

(h) The Board may adopt rules governing elections as permitted by the Act, including rules permitting secret balloting.

(i) Notice of every Board meeting shall be given to every Unit Owner (including all Board members) at least 48 hours prior thereto, unless the Unit Owner waives notice. Said notice may be given by Acceptable Technological Means to each Unit Owner who has provided the Association with written authorization to so conduct business, and to each other Unit Owner by mail or delivery. Said notice need not state the purpose for which the meeting is called, unless otherwise required by law. Notice of every meeting of the Board shall also be posted in entranceways, elevators, or other conspicuous places on the Property at least 48 hours prior to the meeting of the Board, except that where there is no common entranceway for seven or more units, the Board may designate one or more locations in the proximity of these Units where the notices

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of meetings shall be posted. However, each Owner shall be entitled to notice, in the same manner as provided in By-Laws, Article I, Section 3 for meetings of Unit Owners, of any meeting of the Board called for the purpose of considering the adoption of the proposed annual budget or adoption of a separate (special) assessment.

(j) The Board may ratify and confirm actions of the members of the Board taken in response to an emergency, as that term is defined in subsection 18(a)(8)(iv) of the Act; that the Board shall give notice to the Unit Owners of: (i) the occurrence of the emergency event within 7 business days after the emergency event, and (ii) the general description of the actions taken to address the event within 7 days after the emergency event.

Section 2. 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 annual Unit Owner meeting or special Unit Owner meeting called for the purpose; provided, however, that such removal also comply with then-applicable provisions of the Illinois General Not-for-Profit Corporation Act affecting removal of directors. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

Section 3. All agreements, contracts, deeds, leases, vouchers for payments 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 President or any Vice-President and countersigned by the Secretary or any Assistant Secretary of the Board.

Section 4. All meetings of the Board shall be open to attendance by any Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting to the extent now or hereafter permitted under Section 18(a)(9)(A) of the Act or as otherwise permitted by law.

Section 5. Board members may participate in and act at any meeting of the Board in person, by telephonic means, or by use of any Acceptable Technological Means whereby all persons participating in the meeting can communicate with each other. Participation constitutes attendance and presence in person at the Board meeting.

Section 6. Any Unit Owner may record the proceedings at meetings of the Board, or portions thereof required by the Act to be open, by tape, film, or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

Section 7. The Board shall have all the powers vested in it by the Act, including, but not limited to, the following general powers:

(a) To provide for the operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements. Nothing in this subsection (a) shall be deemed to invalidate any provision in the Declaration or these By-Laws placing limits on expenditures for the Common Elements, provided, that such limits shall not be applicable to expenditures for

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repair, replacement, or restoration of existing portions of the Common Elements. The term "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment with the functional equivalent of the original portions of such areas. Replacement of the Common Elements may result in an improvement over the original quality of such Elements or facilities; provided that, unless the improvement is mandated by law or is an emergency as defined in item (iv) of subsection (8) of Section (a) of Section 18 of the Act, if the improvement results in a proposed expenditure exceeding 5% of the annual budget, the Board, upon written petition by unit owners with 20% of the votes of the Association delivered to the Board within 14 days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within 30 days of the date of delivery of the petition to consider the expenditure. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified.

- (b) To prepare, adopt and distribute the annual budget for the property.
- (c) To levy and expend assessments.
- (d) To collect assessments from unit owners.
- (e) To provide for the employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- (f) To obtain adequate and appropriate kinds of insurance.
- (g) To own, convey, encumber, lease, and otherwise deal with Units conveyed to or purchased by it.
- (h) To adopt and amend rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Act, except that no quorum is required at the meeting of the Unit Owners. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution including, but not limited to, the free exercise of religion, nor may any rules or regulations conflict with the provisions of the Act or the Condominium Instruments. No rule or regulation shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a condominium Unit.
- (i) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the property.
- (j) To have access to each Unit from time to time as may be necessary for the maintenance, repair, or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to other Units.

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

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

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

(n) To record the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under the provisions of Section 14.2 of the Act.

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

(p) To seek relief on behalf of all Unit Owners when authorized pursuant to subsection (c) of Section 10 of the Act from or in connection with the assessment or levying of real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body.

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

(r) To accept service of a notice of claim for purposes of the Mechanics Lien Act on behalf of each respective member of the Unit Owners' Association with respect to improvements performed pursuant to any contract entered into by the Board, and to distribute the notice to the Unit Owners within 7 days of the acceptance of the service by the Board. The service shall be effective as if each individual Unit Owner had been served individually with notice.

(s) To adopt and amend rules and regulations (l) authorizing electronic delivery of notices and other communications required or contemplated by this Act to each Unit Owner who provides the Association with written authorization for electronic delivery and an electronic

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address to which such communications are to be electronically transmitted; and (2) authorizing each Unit Owner to designate an electronic address or a U.S. Postal Service address, or both, as the Unit Owner's address on any list of members or Unit Owners which the Association is required to provide upon request pursuant to any provision of the Act or elsewhere in the Declaration or these By-Laws.

(t) To exercise all other powers and duties of the Board referred to in the Act, or elsewhere in the Declaration or these By-Laws.

(u) Unless otherwise provided herein or in the Declaration or these By-Laws, to comply with the instructions of a majority of the Unit Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners.

Section 8. The Board may not enter into a contract with a current board member or with a corporation or partnership in which a Board member or a member of the Board member's immediate family has 25% or more interest, unless notice of intent to enter the contract is given to Unit Owners within 20 days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by 20% of the Unit Owners, for an election to approve or disapprove the contract; such petition shall be filed within 30 days after such notice and such election shall be held within 30 days after filing the petition; for purposes of this Section, a Board member's immediate family means the Board member's spouse, parents, and children.

Section 9. (a) The Association shall obtain and maintain fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage available to protect funds in the custody or control of the Association plus the Association reserve fund. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage available to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and a management company. The Association shall be the direct obligee of any such fidelity bond.

(b) A management company holding reserve funds of the Association shall at all times maintain a separate account for each association, provided, however, that for investment purposes, the Board may authorize a management company to maintain the Association's reserve funds in a single interest-bearing account with similar funds of other associations. The management company shall at all times maintain records identifying all moneys of each association in such investment account. The management company may hold all operating funds of associations which it manages in a single operating account but shall at all times maintain records identifying all moneys of each association in such operating account. Such operating and reserve funds held by the management company for the association shall not be subject to attachment by any creditor of the management company.

(c) For the purpose of this Section, a management company shall be defined as a person, partnership, corporation, or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for a unit owner, unit owners or association of unit owners for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the

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day-to-day operation and management of any property subject to this Act. For purposes of this subsection, the term "fiduciary insurance coverage" shall be defined as both a fidelity bond and directors' and officers' liability coverage, the fidelity bond in the full amount of Association funds and Association reserves that will be in the custody of the Association, and the directors' and officers' liability coverage at a level as shall be determined to be reasonable by the Board, if not otherwise established by the Declaration or these By-Laws.

ARTICLE III Officers

Section 1. At the first meeting of the Board after the annual meeting of Unit Owners, the Board shall elect the following officers:

- (a) A President, who shall be a member of the Board, and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Board;
- (b) A Vice President from among the Board who shall, at the absence or disability of the President, perform the duties and exercise the power of the President;
- (c) A Secretary from among the Board, who shall keep the minutes of all meetings of the Board (including closed meetings of the Board) and of all the Unit Owners, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the managing agent;
- (d) A Treasurer from among the Board, who shall keep the financial records and books of account;
- (e) such additional officers as the Board shall see fit to elect.

Section 2. The respective officers shall have the general power usually vested in such officers; provided, that the Board may delegate any specific powers to any other officer or other person or impose such limitations or restrictions upon the powers of any officer as the Board may seem fit.

Section 3. Each officer shall hold office for the term of one year and until said officer's successor shall have been elected and qualified.

Section 4. Vacancies in any office shall be filled by the Board at a special meeting thereof, for the remainder of the unexpired portion of the officer's term. Any officer may be removed at any time by the Board at a special meeting thereof.

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

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ARTICLE IV Assessments

Section 1. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and other common expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity and other individual utility expenses build or charged to the separate Unit Owners on an individual or separate basis rather than a common basis). The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the laundry and other Common Elements. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board. To the extent that the assessment and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

Section 2. Not less than twenty-five (25) days prior to any meeting of the Board to consider or adopt the estimated annual budget, the Board shall furnish to each Unit Owner a copy of said estimated annual budget. Notice of any Board meeting to adopt the annual budget shall be mailed or delivered to each Unit Owner in the same manner as provided for membership meetings. If the budget adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, then except as otherwise specified in the Act, the Board, upon written petition by Unit Owners with 20% of the votes of the Association delivered to the Board within 21 days after the Board action, shall call a meeting of the Unit Owners within 30 days of the date of delivery of the petition to consider the budget; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget, it is ratified.

Section 3.

(a) On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as said Unit Owner's respective monthly assessment for the common expenses, one-twelfth (1/12) of said Unit Owner's proportionate share of the common expenses for such year as shown by the annual budget. Such proportionate share for each Unit Owner shall be in accordance with said Unit Owner's respective ownership interest in the Common Elements as set forth in Exhibit "B" to the Declaration. The Board may cause to be sent to each Unit Owner on or before the first day of each month a statement of the monthly assessment of such Unit Owner for such month, but the failure to send or to receive monthly statement shall not relieve any Unit Owner of said Unit Owner's obligation to pay said Unit Owner's monthly assessment on or before the first day of each month.

(b) In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of said Unit Owner's respective monthly assessment as last determined. Each Unit Owner shall pay said Unit Owner's monthly assessment

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on or before the first day of each month to the manager or managing agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of said Unit Owner's obligation to pay said Unit Owner's assessment for common expenses by abandoning or not using said Unit Owner's Unit or the Common Elements.

Section 4. If any budget year shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. In such event, commencing with the date a person becomes a Unit Owner, each such Unit Owner shall pay said Unit Owner's Unit's assessment for that month or fraction of a month, which assessment shall be in proportion to said Unit Owner's respective ownership interest in the Common Elements and the number of months and days remaining of the period covered by the then-current annual budget, and which assessment shall be computed by the Board.

Section 5. The Board may build up and maintain a reasonable reserve for contingencies and replacements, which reserve shall be segregated and may be allocated for specific purposes. Extraordinary expenditures not originally included in the proposed annual budget which may become necessary during the year may be charged first against such reserve.

Section 6. Separate (Special) Assessments.

(a) Any Common Expense not set forth in the budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against all Unit Owners. Each Unit Owner shall receive notice, in the same manner as is provided in the Act for membership meetings, of any meeting of the Board concerning the adoption of a separate (special) assessment.

(b) Except as provided in this Section, if 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 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 20% of the votes of the Association delivered to the Board within 21 days of the Board action, shall call a meeting of the Unit Owners within 30 days of the date of delivery of the petition to consider the separate assessment; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the separate assessment, it is ratified.

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

(d) Assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of two-thirds (2/3) of the total votes of all Unit Owners.

(e) The Board may adopt separate assessments payable over more than one fiscal year. Except as stated in the Act, with respect to multi-year assessments, the entire amount of the multi-year assessment shall be deemed considered an authorized in the first fiscal year in which the assessment is approved.

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Section 7. Within 90 days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 8. The Board shall cause to be kept a separate account for each Unit Owner, showing the respective assessments charges to and paid by such Unit Owner and the status of said Unit Owner's account from time to time. Upon 10 days' notice to the Board, and the payment of a reasonable fee, any Unit Owner shall be furnished a statement of said Unit Owner's account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

Section 9. The Board shall not approve any capital expenditures (other than for the maintenance, repair, and replacement of existing Common Elements) in excess of Five Thousand Dollars (\$5,000), nor enter into any contract for more than five years without the approval of the majority of the Unit Owners (as such majority is defined in the Declaration).

Section 10.

(a) It shall be the duty of every Unit Owner to pay said Unit Owner's proportionate share of the common expenses in the same ratio as said Unit Owner's percentage of ownership in the Common Elements as set forth in the Declaration and as assessed in the manner herein provided.

(b) If a Unit Owner is in default in the monthly payment of the foresaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves 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.

(c) To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Unit Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate.

(d) Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit Ownership covered by such encumbrance.

Section 11. The Board shall cause to be kept detail and accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the common expenses incurred, and such records and the vouchers authorizing the payment of such common expenses shall be available for examination by the Unit Owners at convenient hours of weekdays. Such payment vouchers may be approved in such manner as the Board may determine.

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EXHIBIT "D"

LEGAL DESCRIPTION

All Units in Ridge Wood Estates Condominium as delineated on a plat of survey of the following described real estate:

That part of the following described parcel taken as one tract of land lying West of the West line of Ridge Road as widened:

Lot 1, also Lot 1 in the partition of Lot 2, all in the partition of the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the South East $\frac{1}{4}$ of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian (except that part of said lots taken for Robey Street) and that part of the North West $\frac{1}{4}$ of South East $\frac{1}{4}$ of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, lying South of the North 70 rods thereof and West of the West line of Ridge Road as widened (except the West 33 feet thereof taken for street) all in Cook County, Illinois.

which plat of survey is attached as Exhibit "A" to the Declaration of Condominium, recorded as Document No. 22251246 in the Office of the Recorder of Cook County, Illinois, as amended from time to time, together with each unit's respective undivided percentage interest in the common elements.

P.R.I.N. 11-31-400-051-1001 through 1092

Street Address: All at: 6549-6555, 6601-6607 N. Damen
1923-1945, 1922-1944 W. Albion
6548-58, 6600-6606 N. Ridge
Chicago, Illinois 60645

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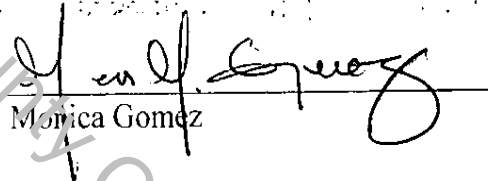
Exhibit "1"

Affidavit

The undersigned person, being first duly sworn on oath, deposes and states as follows:

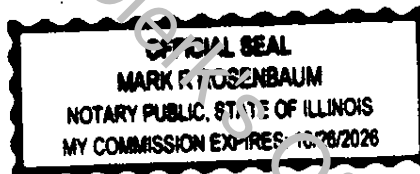
1. The undersigned is the duly elected, and now acting, Secretary of Ridge Wood Estates Condominium, Inc., an Illinois not-for-profit corporation.
2. The undersigned has been, and now is, duly authorized to make this Affidavit on behalf of the Association.
3. That the above and foregoing Amended and Restated Declaration was duly approved by the affirmative vote of all five sitting members of the Board of Managers of the Association at a duly called and properly noticed open meeting of said Board held on April 19, 2023, two seats on the Board being vacant.
4. That no petition of the Unit Owners, signed by Unit Owners with 20% of the total votes of the Association, was filed within 30 days after such Board action, or if such petition was so timely filed, a meeting of the Unit Owners was held within 30 days after the filing of the petition, and at that Unit Owners' meeting, the votes cast at the meeting to reject the action of the Board were less than a majority of the total number of votes of the Association. As a result, the action of the Board was ratified.

Date: May 24, 2023


Monica Gomez

Subscribed and sworn to before me
this 30th day of May, 2023


Notary Public



W:\mrosenbaum\mrr WordPerfect Files\mrr client files\Ridge Wood Estates Condominium, Inc\Declaration and Rules\Amended and Restated-Compliance\Declaration-Amended and Restated-compliance only- v01-1.docx

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Section 12. The Board of Directors may cause the discharge of any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Property or Common Elements, rather than against a particular Unit Ownership only. 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 the reason of such lien).

Section 13. The Association shall have no authority to forbear the payment of assessments by any Unit Owner.

ARTICLE V Use and Occupancy Restrictions

Section 1. The Units which are designated on Exhibit "B" with the letter "B" are designated as rental units. The Board shall rent said Units and shall apply the net income therefrom towards the reduction of the cost of operation of the Building.

Section 2. No animals shall be raised, bred or kept in any Unit, except for dogs, cats or other household pets of a Unit Owner, provided that they are not kept for any commercial purpose, and provided that they shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board, and provided that they shall not in the judgment of the Board constitute a nuisance to others.

Section 3. No unlawful, immoral, noxious, or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

Section 4. Each Unit Owner shall maintain said Unit Owner's Unit in good condition and in good order and repair, at said Unit Owner's own expense, and shall maintain a minimum temperature in said Unit Owner's Unit in the winter as set forth by the Board and shall not do or allow anything to be done to said Unit Owner's Unit which may increase the rate or cause the cancellation of insurance on other Units or on the Common Elements. Each Unit Owner shall not display, hang, store or use any signs, clothing, sheets, blankets, laundry, or other articles outside said Unit Owner's Unit as which may be visible through said Unit Owner's windows from the outside (other than draperies, curtains, or shades of a customary nature and appearance, subject to the rules and regulations of the Board) or paint or decorate or adorn the outside of said Unit Owner's Unit, or install outside said Unit Owner's Unit any canopy or awning or outside radio or television antenna or other equipment, fixtures or items of any kind, without the prior written permission of the Board or manager or managing agent.

Section 5. Trash, garbage, and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in administrative rules and regulations of the Board.

Section 6. Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing, and other articles shall not be stored or kept in the

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corridors, hallways, lobby, or other common areas, except in the storage areas specifically designated for the respective Unit Owner by the Board or the manager or managing agent.

Section 7. No Unit Owner shall overload the electrical wiring in the Building, or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or air conditioning system or plumbing system, without the prior written consent of the Board or managers or managing agent.

ARTICLE VI Amendments

These By-Laws may be amended or modified from time to time by action or approval of a majority of the Unit Owners (as such majority is defined in the Declaration). Such amendments shall be recorded in the Office of the Cook County Clerk (or any successor office) in Cook County, Illinois.