


# UNOFFICIAL COPY

	 *2317115006* Doc# 2317115006 Fee \$157.00 RHSP FEE:\$9.00 RPRF FEE: \$1.00 KAREN A. YARBROUGH COOK COUNTY CLERK DATE: 06/20/2023 09:46 AM PG: 1 OF 54
<b>For use by Recorder's Office only</b>	

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF EASEMENTS, COVENANTS, AND RESTRICTIONS FOR  
NORTH VALLEY LO CONDOMINIUM NO 21**

**This document prepared by and after  
recording to be returned to:**

**JOSHUA A. WEINSTEIN, ESQ.**  
Kovitz Shifrin Nesbit  
175 North Archer Avenue  
Mundelein, IL 60060 – 847/537-0500

**RECORDING FEE** 157.00  
**DATE** 6-20-23 **COPIES** 6x  
**OK BY** JP

# UNOFFICIAL COPY

## AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR NORTH VALLEY LO CONDOMINIUM NO. 21

### TABLE OF CONTENTS

<u>ARTICLE I</u> .....	<u>Error! Bookmark not defined.</u>
<u>Definitions</u> .....	<u>Error! Bookmark not defined.</u>
<u>ARTICLE II</u> .....	<u>Error! Bookmark not defined.</u>
<u>Property and Units: Submission to Act</u> .....	<u>Error! Bookmark not defined.</u>
<u>2.01. Submission of Property to the Act</u> .....	<u>Error! Bookmark not defined.</u>
<u>2.02. Units: Description and Ownership</u> .....	<u>Error! Bookmark not defined.</u>
<u>2.03. Certain Structures Not Constituting Part of a Unit</u> .....	<u>Error! Bookmark not defined.</u>
<u>ARTICLE III</u> .....	<u>Error! Bookmark not defined.</u>
<u>Common Elements</u> .....	<u>Error! Bookmark not defined.</u>
<u>3.01. Description</u> .....	<u>Error! Bookmark not defined.</u>
<u>3.02. Ownership of Common Elements</u> .....	<u>Error! Bookmark not defined.</u>
<u>3.03. No Partition of Common Elements</u> .....	<u>Error! Bookmark not defined.</u>
<u>ARTICLE IV</u> .....	<u>Error! Bookmark not defined.</u>
<u>General Provisions as to Units and Common Elements</u> .....	<u>Error! Bookmark not defined.</u>
<u>4.01. No Severance of Ownership</u> .....	<u>Error! Bookmark not defined.</u>
<u>4.02. Use of the Common Elements</u> .....	<u>Error! Bookmark not defined.</u>
<u>4.03. Maintenance of Common Elements: Common Expenses</u> .....	<u>Error! Bookmark not defined.</u>
<u>4.04. Easements</u> .....	<u>Error! Bookmark not defined.</u>
<u>4.05. Parking Area Parking</u> .....	<u>Error! Bookmark not defined.</u>
<u>4.06. Garages</u> .....	<u>Error! Bookmark not defined.</u>
<u>4.07. Separate Mortgages of Units</u> .....	<u>Error! Bookmark not defined.</u>
<u>4.08. Separate Real Estate Taxes</u> .....	<u>Error! Bookmark not defined.</u>
<u>4.09. Utilities</u> .....	<u>Error! Bookmark not defined.</u>
<u>4.10. Insurance; Unit Owners</u> .....	<u>Error! Bookmark not defined.</u>
<u>4.11. Maintenance, Repairs and Replacements of Units</u> .....	<u>Error! Bookmark not defined.</u>
<u>4.12. Negligence of Owner</u> .....	<u>Error! Bookmark not defined.</u>
<u>4.13. Joint Facilities</u> .....	<u>Error! Bookmark not defined.</u>
<u>4.14. Alterations Additions, and Improvements</u> .....	<u>Error! Bookmark not defined.</u>

# UNOFFICIAL COPY

ARTICLE V.....	<b>Error! Bookmark not defined.</b>
Administration .....	<b>Error! Bookmark not defined.</b>
5.01. Board of Managers; Association.....	<b>Error! Bookmark not defined.</b>
5.02. Determination of Board to be Binding.....	<b>Error! Bookmark not defined.</b>
5.03. Voting Rights.....	<b>Error! Bookmark not defined.</b>
5.04. Meetings: .....	<b>Error! Bookmark not defined.</b>
5.05. Notices of Meetings.....	<b>Error! Bookmark not defined.</b>
5.06. Board of Managers; Election; Meetings:.....	<b>Error! Bookmark not defined.</b>
5.07. General Powers of the Board.....	<b>Error! Bookmark not defined.</b>
5.08. Specific Powers of the Board .....	<b>Error! Bookmark not defined.</b>
5.09. Vouchers: .....	<b>Error! Bookmark not defined.</b>
5.10. Conducting Business.....	<b>Error! Bookmark not defined.</b>
ARTICLE VI .....	<b>Error! Bookmark not defined.</b>
Assessments - Maintenance Fund .....	<b>Error! Bookmark not defined.</b>
6.01. Preparation of Estimated Budget .....	<b>Error! Bookmark not defined.</b>
6.02. Reserve for Contingencies and Replacements and Special Assessments. ....	<b>Error! Bookmark not defined.</b>
<b>6.03. Notice.....</b>	<b>Error! Bookmark not defined.</b>
6.04. Failure to Prepare Annual Budget.....	<b>Error! Bookmark not defined.</b>
6.05. Books and Records:.....	<b>Error! Bookmark not defined.</b>
6.06. Status of Collected Funds.....	<b>Error! Bookmark not defined.</b>
6.07. Remedies for Failure to Pay Assessments.....	<b>Error! Bookmark not defined.</b>
6.08. Amendments.....	<b>Error! Bookmark not defined.</b>
ARTICLE VII.....	<b>Error! Bookmark not defined.</b>
Covenants and Restrictions as to Use and Occupancy .....	<b>Error! Bookmark not defined.</b>
ARTICLE VIII.....	<b>Error! Bookmark not defined.</b>
Sale Leasing or Other Alienation.....	<b>Error! Bookmark not defined.</b>
8.01. Sale or Lease.....	<b>Error! Bookmark not defined.</b>
8.02. Gift.....	<b>Error! Bookmark not defined.</b>
8.03. Devise .....	<b>Error! Bookmark not defined.</b>
8.04. Involuntary Sale: .....	<b>Error! Bookmark not defined.</b>
8.05. Transfer of Option Rights to Single Unit Owner or Group of Owners: .....	<b>Error! Bookmark not defined.</b>
<b>8.06. Consent of Voting Members. ....</b>	<b>Error! Bookmark not defined.</b>
8.07. Release, Waiver and Exceptions to Option.....	<b>Error! Bookmark not defined.</b>

# UNOFFICIAL COPY

8.08. Proof of Termination of Option.....	<b>Error! Bookmark not defined.</b>
8.09. Financing of Purchase Under Option: .....	<b>Error! Bookmark not defined.</b>
8.10. Title to Acquired Interests .....	<b>Error! Bookmark not defined.</b>
8.11. Responsibility of Transferees for Unpaid Assessments.....	<b>Error! Bookmark not defined.</b>
8.12. Applicability.....	<b>Error! Bookmark not defined.</b>
8.13. Resale Approval. ....	<b>Error! Bookmark not defined.</b>
ARTICLE IX .....	<b>Error! Bookmark not defined.</b>
Damage or Destruction and Restoration of Buildings .....	<b>Error! Bookmark not defined.</b>
9.01. Insurance:.....	<b>Error! Bookmark not defined.</b>
9.02. Substantial Restoration.....	<b>Error! Bookmark not defined.</b>
ARTICLE X.....	<b>Error! Bookmark not defined.</b>
Sale of the Property.....	<b>Error! Bookmark not defined.</b>
10.01. Voluntary Sale of Property.....	<b>Error! Bookmark not defined.</b>
ARTICLE XI .....	<b>Error! Bookmark not defined.</b>
Remedies for Breach of Covenants.....	<b>Error! Bookmark not defined.</b>
Restrictions and Regulations .....	<b>Error! Bookmark not defined.</b>
11.01. Abatement and Enjoinment .....	<b>Error! Bookmark not defined.</b>
11.02. Involuntary Sale.....	<b>Error! Bookmark not defined.</b>
ARTICLE XII .....	<b>Error! Bookmark not defined.</b>
Incorporation of Association .....	<b>Error! Bookmark not defined.</b>
12.01. Formation of Association.....	<b>Error! Bookmark not defined.</b>
ARTICLE XIII.....	<b>Error! Bookmark not defined.</b>
General Provisions.....	<b>Error! Bookmark not defined.</b>
13.01. Use of Technology: .....	<b>Error! Bookmark not defined.</b>
13.02. Notice to Mortgage Lenders.....	<b>Error! Bookmark not defined.</b>
13.03. Service of Notices on Devisees and Personal Representatives.....	<b>Error! Bookmark not defined.</b>
13.04. Covenants to Run With Land.....	<b>Error! Bookmark not defined.</b>
13.05. Non-Waiver of Covenants.....	<b>Error! Bookmark not defined.</b>
13.06. Amendments to Declaration .....	<b>Error! Bookmark not defined.</b>
13.07. Severability.....	<b>Error! Bookmark not defined.</b>
13.08. Perpetuities and Restraints on Alienation.....	<b>Error! Bookmark not defined.</b>
13.09. Interpretation of Declaration.....	<b>Error! Bookmark not defined.</b>
13.10. Ownership Trust.....	<b>Error! Bookmark not defined.</b>

# UNOFFICIAL COPY

13.11. Indemnity to Board Members.....Error! Bookmark not defined.

ARTICLE XIV .....Error! Bookmark not defined.

Entire Condominium Development.....Error! Bookmark not defined.

14.01. Other Condominiums .....Error! Bookmark not defined.

14.02. Recreational and Common Areas.....Error! Bookmark not defined.

14.03. Corporate Association.....Error! Bookmark not defined.

14.04. Board of Directors.....Error! Bookmark not defined.

14.05. Common Facilities and Maintenance:.....Error! Bookmark not defined.

14.06. Sale of a Condominium.....Error! Bookmark not defined.

14.07. Future Easements.....Error! Bookmark not defined.

EXHIBIT A: Legal Description.....Error! Bookmark not defined.

EXHIBIT B: Percentages of Ownership.....Error! Bookmark not defined.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR  
NORTH VALLEY LO CONDOMINIUM NO. 21**

THIS AMENDED AND RESTATED DECLARATION ("Declaration") has been approved by two-thirds of the Board of Managers of the North Valley Lo Condominium No. 21 Association ("Association") pursuant to Section 27(b)(1) of the Illinois Condominium Property Act ("Act"), 765 ILCS 605/27. This Declaration shall serve the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions, and Covenants for North Valley Lo Condominium No. 21 ("Original Declaration"), as amended from time to time, which was recorded as Document No. 22108385 on November 3, 1972 in the Office of the Recorder of Deeds for Cook County, Illinois.

**WITNESSETH: THAT:**

WHEREAS, the Association and its Unit Owners are the legal title holders of record of all of the real estate located in the Village of Glenview, County of Cook and State of Illinois, legally described on Exhibit C attached to the Original Declaration and incorporated herein by reference; and

WHEREAS, by the recording of the Original Declaration, the property (as hereinafter defined) was submitted to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time (hereinafter sometimes referred to as the "Act"), and established for the benefit of the Association, its Unit Owners, and of all future owners or occupants of the property, or any part thereof (which shall be known as the "NORTH VALLEY LO CONDOMINIUM NO. 21"), certain easements and rights in, over and upon the Development Parcel and mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the Association and its Unit Owners desire and intend that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in said Property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote, enhance and protect the common amenities and the cooperative aspect of ownership and to facilitate the proper administration of such Property, and are established for the purpose of enhancing and protecting the value, desirability, appearance and aesthetics of the Property; and

# UNOFFICIAL COPY

NOW, THEREFORE, the Association and its Unit Owners, as the title holders of the real estate (Development Parcel) hereinabove described, and for the purposes above set forth, DECLARE AS FOLLOWS:

## ARTICLE I

### Definitions

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

1.01. Declaration: This instrument, by which the Property, as hereinafter defined, is submitted to the provisions of the Act, and shall include such amendments, if any, to this instrument as from time to time may be adopted pursuant to the terms hereof.

1.02. Development Parcel: The entire tract of real estate, as described in Exhibit A attached hereto and made a part hereof, which is hereby submitted to the provisions of the Act.

1.03. Property: All the land, property and space comprising the Development Parcel, all improvements and structures constructed or contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

1.04. Unit: A part of the Property within the Building including one or more rooms, occupying one or more floors or a part or parts thereof, and designed and intended for independent use as a single-family residential dwelling, and more specifically described hereafter in Article II.

1.05. Common Elements: All portions of the Property, except the Units.

1.06. Unit Ownership: A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

1.07. Parking Area: Area provided for parking automobiles as shown on Exhibit A attached to the Original Declaration, and hereinafter described.

1.08. Person: A natural individual, corporation, partnership, trustee or other legal person or entity capable of holding title to real property.

1.09. Owner or Unit Owner: The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit.

# UNOFFICIAL COPY

1.10. Majority or Majority of the Unit Owners: Those Owners, without regard to their number, who own more than fifty percent (50%) in the aggregate of the entire undivided ownership interest in the Common Elements; any specified percentage of Unit Owners shall mean those Owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Elements.

1.11. Occupant: Person or persons, other than Owner or Unit Owner in possession.

1.12. Plat: The Plat of Survey of the Development Parcel and of all Units in the Property submitted to the provisions of the Act, which Plat was attached to the Original Declaration as Exhibit A and by reference expressly incorporated herein and made a part hereof and recorded concurrently with the recordation of this Declaration with the Cook County Recorder of Deeds.

1.13. Building: The Building constructed and located on the Development Parcel and forming part of the Property and containing the Units as indicated upon the Plat attached to the Original Declaration as Exhibit A.

1.14. Acceptable Technological Means: Without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the association, is deemed to provide reasonable security, reliability, identification, and verifiability.

1.15. Electronic Transmission: 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.

## ARTICLE II

### Property and Units: Submission to Act

2.01. Submission of Property to the Act: The Property has been submitted to the provisions of the Act.

2.02. Units: Description and Ownership: The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat, attached to the Original Declaration as Exhibit A. 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. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof as shown on the Plat. Except as otherwise provided by the Condominium Property Act, no Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.



# UNOFFICIAL COPY

2.03. Certain Structures Not Constituting Part of a Unit: No Unit Owner shall own any pipes, wires, conduit, public utility lines or other structural components running through his Unit and serving more than his Unit, whether or not such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit, except as a tenant-in-common with all other Unit Owners.

## ARTICLE III

### Common Elements

3.01. Description: Except as otherwise in this Declaration provided, the Common Elements shall consist of all portions of the Property, except the individual Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, outside walks and driveways, landscaping, courtyards, patios, balconies, Parking Area, roof, pipes, ducts, electrical wiring and conducts, public utility lines and other utility installations to the outlets, floors, ceilings and perimeter walls not located within the Unit boundaries as shown on the Plat, and structural parts of the Building, including structural columns located within the boundaries of a Unit.

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

3.03. No Partition of Common Elements: There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit Ownership shall be owned by two or more Co-Owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership as between such Co-Owners.

## ARTICLE IV

### General Provisions as to Units and Common Elements

4.01. No Severance of Ownership: No Owner shall execute any deed, mortgage, lease, or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease, or other instrument purporting to affect the one without including also the other shall be

# UNOFFICIAL COPY

deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

4.02. Use of the Common Elements: Subject to the provisions of Section 4.04, each Unit Owner shall have the right to use the Common Elements in common with all the other Unit Owners, as may be required for the purposes of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit owned by each Unit Owner, and to the use and enjoyment of common facilities. Such rights shall extend to the Unit Owner and the members of the immediate family and guests and other authorized occupants and visitors of the Unit Owner. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration and the By-Laws and rules and regulations of the Board of Managers (hereinafter described and for convenience hereinafter sometimes referred to as the "Board"). The Board of Managers shall have the authority to lease or rent or grant licenses or concessions with respect to the Parking Area, or other parts of the Common Elements, subject to the provisions of this Declaration and the By-Laws and rules and regulations of the Board.

4.03. Maintenance of Common Elements: Common Expenses: Except as otherwise provided herein, management, repair, alteration, and improvement of the Common Elements shall be the responsibility of the Board. Each Unit Owner shall pay his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements, which expenses are hereinafter referred to collectively as "Common Expenses". Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Elements as set forth in Exhibit B attached hereto. Payment thereof shall be in such amount and at such times as may be provided by the By-Laws and/or rules and regulations of the Board. In the event of the failure of a Unit Owner to pay such proportionate share when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Act.

4.04. Easements:

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

(b) Balconies and Patios: All balconies and patios, if any, shall be part of the Common Elements and not a part of any individual Unit; however, each Unit Owner shall

# UNOFFICIAL COPY

be entitled to the exclusive use and possession of that balcony and patio or those balconies and patios, if any, direct access to which is provided from his respective Unit and which is or are located outside of and adjoining his respective Unit; unless and until such time as the Board as hereinafter provided determines to the contrary, each Unit Owner shall be responsible for repair, maintenance and appearance of the patios and balconies, the exclusive use and possession whereof is extended hereby, at his own expense, including (without limitation) responsibility for breakage, damage, malfunction and ordinary wear and tear. A Unit Owner shall not paint or otherwise decorate or adorn or change the appearance of any such balcony or patio, in any matter contrary to such rules and regulations as may be established by the said Board or Association (hereinafter referred to). In the event any such balcony or patio shall be appurtenant to more than one Unit, then all rights and obligations of the Owners of each such Unit with respect to the use, maintenance and repair of such balcony or patio shall be joint, common, and indivisible, and shall not be subject to partition through judicial proceedings or otherwise.

(c) Easements for Utilities: The Illinois Bell Telephone Company, Commonwealth Edison Company and all other public utilities serving the property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the Property with utility services, together with the reasonable right of ingress to and egress from the Property for said purpose. The Board may hereafter grant other or additional easements for utility purposes for the benefit of the Property over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge and record or register for and in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair, and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries.

(d) An easement for ingress and egress, in perpetuity, is hereby declared, as a covenant binding and running with the land, upon those portions of the real estate designated as "driveway" and "Cement Walk" upon the plat of survey attached to the Original Declaration as Exhibit A, for the benefit of any Unit Owner and Occupant in the Development Parcel described in Exhibit A attached hereto, and for the benefit of all persons or entities which may become or have become Unit Owners or Occupants in any other Development Parcel which may be the subject of a Declaration of a Condominium Ownership upon other Development Parcels within the entire condominium Development legally described in Section 14.01 below, and the right is expressly reserved to grant such easements for ingress and egress in the future for the benefit of the real estate described in Section 14.01 and for the benefit of all future Unit Owners and Occupants with respect to such other Development Parcels which have been or may hereafter be the subject of a Declaration of Condominium Ownership within the real estate legally described in Section 14.01 below.

# UNOFFICIAL COPY

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

4.05. Parking Area Parking: Any parking area or other portion of the property allocated to parking purposes shall be part of the Common Elements and not part of any individual Unit. The Board may determine to grant exclusive use and possession to designated parking stalls in any portion of the Property allocated to parking purposes to Unit Owners, and the Board may in any event prescribe such rules and regulations with respect to such Parking Areas as the Board may deem fit and may, in addition, operate any Parking Areas itself or lease any Parking Areas for operation by others upon such terms as it may deem fit. All revenue received by the Board from any such Parking Areas, less operation expenses thereof, if any, shall be applied in accordance with the By-Laws. Such exclusive use and possession given a Unit Owner or Owners shall be subject to such rules and regulations at the Board may deem fit, including the requirement that such exclusive use and possession encompass the obligation to clean and maintain that portion of the Common Elements subject thereto as an expense of a Unit Owner rather than a Common Expense.

4.06. Garages: Notwithstanding any other provisions herein contained to the contrary, each garage attached to or forming a part of any Unit shall be deemed to be part of the adjacent Unit and shall not be deemed to be part of the Common Elements.

4.07. Separate Mortgages of Units: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof, except his own Unit and his own respective ownership interest in the Common Elements as aforesaid.

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

4.09. Utilities: Each Unit Owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of Common Expenses.

# UNOFFICIAL COPY

4.10. Insurance; Unit Owners: Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit, and his additions and improvements thereto and decorating and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability, all to the extent not covered by the fire and liability insurance for all of the Unit Owners obtained as part of Common Expenses as provided below in Section 5.08, hereof.

The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Unit Owner to his Unit unless and until such Unit Owner shall request the Board in writing so to do, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto; and upon the failure of such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

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

4.11. Maintenance, Repairs and Replacements of Units:

(a) By the Board: The Board, at its expense, shall be responsible for the maintenance, repair, and replacement of those portions, if any, of each Unit which contribute to the support of the Building, excluding, however, interior wall, ceiling, and floor surfaces. In addition, the Board shall maintain, repair, and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries as specified in Sections 2.02 and 2.03, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Owner under any other provision of this Declaration.

(b) By the Owner: Except as otherwise provided in Paragraph (a) above, each Unit Owner shall furnish, at his own expense, and be responsible for the following:

(1) all of the maintenance, repairs and replacements within his own Unit and all of the doors and windows appurtenant thereto, and all internal installations of such Unit such as refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical fixtures, appliances, and heating, plumbing and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the unit boundaries as specified in Sections 2.02 and 2.03, provided, however, such maintenance, repairs and replacements as may be required for the bringing of water, and/or electricity to the Unit, shall be furnished

# UNOFFICIAL COPY

by the Board as part of Common Expenses. The Board may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Building personnel as a Common Expense.

(2) all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceilings as lie within the boundaries of his Unit as shown on the Plat, and such Unit Owner shall maintain such portions in good condition at his 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. 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 surfaces 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. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades, or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair, or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the Common Expenses. Nothing herein contained shall be construed to impose a contractual liability upon the Board for maintenance, repair, and replacement, but the Board's liability shall be limited to damages resulting from negligence. The respective obligations of the Board and Unit Owners set forth in this Declaration shall not be limited, discharged, or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the property, nor because they may become entitled to the benefit of any construction guarantee or proceeds under policies of insurance.

4.12. Negligence of Owner: If, due to the negligent act or omission of a Unit Owner, or of a member of his family or household pet, or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to 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, subject to the rules, regulations and By-Laws of the Board.

4.13. Joint Facilities: To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other

# UNOFFICIAL COPY

Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Board. 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.

4.14. Alterations Additions, and 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.

## ARTICLE V

### Administration

5.01. Board of Managers; Association: The direction and administration of the property shall be vested in a Board of Managers (hereinbefore and hereinafter sometimes referred to as the "Board"), consisting of three (3) persons who shall be elected in the manner hereinafter provided. The Unit Owners, as described in this Declaration and in the By-Laws hereinafter set forth, acting collectively through the Board, shall be known as the NORTH VALLEY LO CONDOMINIUM NO. 21, an unincorporated association, subject to any subsequent incorporation as provided in Article XII below (hereinabove and hereinafter called the "Association"). Notwithstanding any other provision herein contained to the contrary, all duties, functions and obligations herein imposed upon the Board are so imposed with the express understanding that the Board is the governing body and agent of the Unit Owners and the Association. The provisions of this Article V and VII below shall constitute the initial and basic By-Laws of the Board and/or Association, as referred to in the Act. 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 director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

5.02. Determination of Board to be Binding: Notwithstanding that the words "Board" and "Association" may in some instances be used interchangeably in various sections of this Declaration, matters of dispute or disagreement between Unit Owners relating to the Property or with respect to interpretation or application of the provisions of this Declaration or the By-Laws, shall be determined by the Board, which determination shall be final and binding on the Association and on all Unit Owners.

5.03. Voting Rights: The Association shall have one class of membership. 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 Owner or one of the group composed of all the Owners of a Unit Ownership or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. 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

# UNOFFICIAL COPY

declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Board before the scheduled time of the meeting. Any or all of such Owners may be present at any meeting of the Voting Members and (those constituting a group acting unanimously) may vote or take any other action as a Voting Member, either in person or by proxy. Any proxy distributed for Board elections by the Board must give Unit Owners the opportunity to designate any person as the proxy holder and give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name. Where there is more than one Unit Owner of a Unit, if only one of the multiple owners is present at a meeting of the Association, he or she shall be entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There is majority agreement when any one of the multiple owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit. The total number of votes of all Voting Members shall be one hundred (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 Common Elements applicable to his or their Unit ownership as set forth in Exhibit B attached hereto. When thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of members specified in the Condominium Property Act or in the condominium instruments shall require the specified percentage by number of units rather than by percentage of interest in the Common Elements allocated to units that would otherwise be applicable.

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

(b) If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting as set forth in this subsection, Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting or (ii) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the Declaration, By-Laws, or rule. The ballots shall be mailed or otherwise distributed to Unit Owners not less than 10 and not more than 30 days before the election meeting, and the Board shall give Unit Owners not less than 21 days' prior written notice of the deadline for inclusion of a candidate's name on the ballots. The deadline shall be no more than 7 days before the ballots are mailed or otherwise distributed to Unit Owners. Every such ballot must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person casting the ballot the opportunity to cast votes for candidates whose names do not appear on the ballot. A



# UNOFFICIAL COPY

ballot received by the Association or its designated agent after the close of voting shall not be counted. A Unit Owner who submits a ballot by mail or other means of delivery specified in the Declaration, By-Laws, or rule may request and cast a ballot in person at the election meeting, and thereby void any ballot previously submitted by that Unit Owner.

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

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

(e) Votes cast by ballot under subsection (b) or electronic or acceptable technological means under subsection (c) are valid for the purpose of establishing a quorum.

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

(g) In the event of a resale of a Unit, the purchaser of a Unit from a seller pursuant to an installment contract to purchase shall during such times as he or she resides in the Unit be counted toward a quorum for purposes of election of members of the Board at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of members of the Board and to be elected to and serve on the Board unless the seller expressly retains in writing any or all such rights.

# UNOFFICIAL COPY

In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of an installment contract shall be made available to the Association or its agent. For purposes of this section "installment contract" shall have the same meaning as set forth in Section 1(e) of "the Dwelling Unit Installment Contract Act."

(h) Matters subject to the affirmative vote of not less than two-thirds of the votes of Unit Owners at a meeting duly called for that purpose shall include, but not be limited to: (1) merger or consolidation of the Association; (2) sale, lease, exchange, or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the Association; and (3) the purchase or sale of land or of Units on behalf of all Unit Owners.

## 5.04. Meetings:

(a) Quorum; Procedure: The presence, in person or by proxy, of twenty percent (20%) of the Unit Owners at any meeting of the Association shall constitute a quorum unless the Unit Owners holding a majority of the percentage interest in the Association provide for a higher percentage, provided that in voting on amendments to the Association's bylaws, a Unit Owner who is in arrears on the Unit Owner's regular or separate assessments for sixty (60) days or more, shall not be counted for purposes of determining if a quorum is present, but that Unit Owner retains the right to vote on amendments to the Association's bylaws. Unless expressly provided herein, any action may be taken at any meeting of the Voting Members at which a Quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. Any voting member in writing may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Association without a meeting.

(b) Annual Meeting: There shall be an Annual Meeting of the Voting Members, one of the purposes of which shall be to elect members of the Board, on the first Tuesday of April of each year, at 7:30 o'clock p.m., on the Property, or at such other reasonable place or time (not more than thirty (30) days before or after such date), as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days prior to the date fixed for said meeting.

(c) Special Meetings: Special Meetings of the Voting Members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the Voting Members, or for any other reasonable purpose. Special meetings of the Unit Owners can be called by the President, Board, or by twenty percent (20%) of Unit Owners. The notices of such Special Meetings shall specify the date, time and place of the Meeting and the matters to be considered.

5.05. Notices of Meetings: Written notice of any membership meeting shall be mailed or delivered giving Unit Owners no less than ten (10) and no more than thirty (30) days' notice of the time, place, and purpose of such meeting, except that notice may be sent, to the extent the condominium instruments or Rules adopted thereunder expressly so provide, by electronic

# UNOFFICIAL COPY

transmission consented to by the Unit Owner to whom the notice is given, provided that a Board member or Officer or his agent certifies in writing to the delivery by electronic means.

## 5.06. Board of Managers; Election; Meetings:

(a) At each Annual Meeting, the Voting Members shall, by a majority of the total votes present at such meeting, elect a Board of Managers for the forthcoming year, consisting of three (3) Owners, a majority of whom must reside on the Property. If there are multiple Unit Owners of a single Unit, only one of the multiple Unit Owners shall be eligible to serve as a member of the Board at any one time. Two (2) members shall constitute a quorum. Members of the Board shall serve, without compensation, for a term of one (1) year or until their successors are elected and qualify. No member of the Board or officer shall be elected for a term of more than two years, but officers and Board members may succeed themselves. If a Member of the Board of Managers shall cease to meet any qualification herein required for a Member of the Board, such Member shall thereupon cease to be a Member of the Board and his place on the Board shall be deemed vacant. The remaining members of the Board may fill a vacancy on the Board by a two-thirds (2/3) vote until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for the purpose of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting. Except as otherwise provided in the Declaration, the Property shall be managed by the Board, and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held, and conducted in accordance with such regulations as the Board may adopt.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members (Association), a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account. The Secretary of the Association is hereby designated as the person to mail and receive all notices as provided for in the Condominium Property Act and in this Declaration. Unless otherwise provided by the Condominium Property Act, amendments to the condominium instruments authorized to be recorded shall be executed and recorded by the President of the Association or such other officer authorized by the Board. The remaining members of the Board may fill a vacancy among the officers for the unexpired term of office.

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

# UNOFFICIAL COPY

(d) An Annual Meeting of the Board shall be held immediately following the Annual Meeting of the Unit Owners and at the same place. Special meetings of the Board can be called by the President or twenty-five percent (25%) of the members of the Board on not less than forty-eight (48) hours notice in writing to each member, delivered personally or by mail or telegram. Any Board Member may in writing waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting.

(e) Board Members shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Unit Owners.

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

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

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

# UNOFFICIAL COPY

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

(j) The Board shall meet at least four (4) times annually.

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

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

5.07. General Powers of the Board: Without limiting the general powers which may be provided by law, this Declaration and the Act, the Board shall have the following general powers and duties:

(a) To elect the officers of the Association as hereinabove provided;

(b) To administer the affairs of the Association and the Property;

(c) To engage the services of a manager or managing agent who shall manage and operate the Property and the Common Elements thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve (subject to Section 5.10 (b) below);

(d) To formulate policies for the administration, management and operation of the Property and the Common Elements thereof;

(e) To adopt and amend rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Condominium Property Act, except that no quorum is required at such meeting of the Unit Owners. However, no rule or regulation

# UNOFFICIAL COPY

may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, including, but not limited to, the free exercise of religion, nor may any rules or regulations conflict with the provisions of the Condominium Property Act or the condominium instruments. No rule or regulation shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a condominium Unit;

(f) To provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. Nothing in this subsection (f) shall be deemed to invalidate any provision in the Declaration or By-Laws placing limits on expenditures for the Common Elements, provided, that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. The terms "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment, with the functional equivalent of the original portions of such areas. Replacement of the Common Elements may result in an improvement over the original quality of such elements or facilities; provided that, unless the improvement is mandated by law or is an emergency as defined in Section 18(a)(3)(iv) of the Act, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within twenty-one (21) days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the expenditure; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified;

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

(h) To prepare, adopt and distribute the annual budget for the Property, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;

(i) To levy and expend assessments;

(j) To collect assessments from Unit Owners;

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

(l) To obtain adequate and appropriate kinds of insurance;

# UNOFFICIAL COPY

- (m) To own, convey, encumber, lease and otherwise deal with Units conveyed to or purchased by it;
- (n) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (o) 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;
- (p) To pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium;
- (q) 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 Declaration, Bylaws, and rules and regulations of the Association;
- (r) 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;
- (s) 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 Condominium Property Act;
- (t) To record the granting of an easement for the laying of cable television or high speed internet cable where authorized by the Unit Owners under the provisions of Section 14.3 of the Condominium Property Act, and to obtain, if available and determined by the Board to be in the best interests of the Association, cable television or bulk high speed internet service for all of the Units of the condominium on a bulk identical service and equal cost per Unit; and to assess and recover the expense as a common expense and, if so determined by the Board, to assess each and every Unit on the same equal cost per Unit;
- (u) To seek relief on behalf of all Unit Owners when authorized pursuant to Subsection (c) of Section 10 of the Condominium Property 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;
- (v) 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

# UNOFFICIAL COPY

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.

(w) To accept service of a notice of claim for purposes of the Mechanics Lien Act on behalf of each respective member of the Association with respect to improvements performed pursuant to any contract entered into by the Board or any contract entered into prior to the recording of the Declaration pursuant to the Act, 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.

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

(y) To comply with the instructions of a majority of the Unit Owners, as expressed in a resolution duly adopted at any Annual or Special Meetings of the Unit Owners; and

(z) To exercise all other powers and duties of the Board of Managers or Unit Owners as a group referred to in the Act, and all powers and duties of a Board of Managers referred to in the Declaration or these By-Laws. In the performance of their duties, the officers and members of the Board shall exercise the care required of a fiduciary of the Owners.

5.08. Specific Powers of the Board: The Board, for the benefit of the Board, the Association and all Unit Owners, shall provide and shall pay for out of the maintenance fund hereinafter provided, the following:

(a) Utility Service for Common Elements: Waste, water removal, electricity, and telephone, heat, power, and other necessary utility service for the Common Elements (and, if not separately metered or charged, for the Units);

(b) Property Insurance: Insurance for the Property against loss or damage by fire and such other hazards as the Board may deem desirable, for the full insurable replacement cost of the Common Elements and the Units. Premiums for such insurance shall be common expenses. No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes property insurance (i) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise



# UNOFFICIAL COPY

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

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

Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the members of the Board as trustees for each of the Unit Owners in their respective percentages of ownership interest in the Common Elements as established in Exhibit B. The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent, or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of \$50,000.00 in the aggregate, the Board shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Unit so destroyed.

The proceeds of such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the Building, or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act with respect to the application of insurance proceeds to reconstruction of the Building. Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of release from the Board of the company's liability under such policy shall constitute a full discharge of such

# UNOFFICIAL COPY

insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee;

(c) General Liability Insurance: Comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring each Unit Owner, the Association, its officers, members of the Board, the manager and managing agent of the Building, if any, and their respective employees and agents, from liability in connection with the Common Elements and the streets and sidewalks adjoining the Property and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be Common Expenses.

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

(d) Workmen's Compensation: Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

(e) Insured Parties; Waiver of Subrogation: Property and general liability insurance policies required to be carried by the Association 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 of the condominium or members of the Unit Owner's household and against the Association and members of the Board.

# UNOFFICIAL COPY

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

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

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

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

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

(j) Mandatory Unit Owner Coverage: The Board may require condominium Unit Owners to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Unit Owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the Unit. The personal liability of a Unit Owner or Association member must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by

# UNOFFICIAL COPY

insurance required by this subsection/subparagraph, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

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

(l) Wages and Fees for Services: The services of any person or firm employed by the Board, including, without limitation, the services of a person or firm to act as manager or as a managing agent for the Property, the services of any person or persons required for maintenance or operation of the Property, and legal and/or accounting services necessary or proper in the operation of the Property or the enforcement of this Declaration and for the organization, operation and enforcement of the rights of the Association;

(m) Care of Common Elements: Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units, which the Owner shall paint, clean, decorate, maintain and repair, and subject to the provisions of subsection (p) of this section 5.08, not including any portion of the Common Elements which are the responsibility of any Owner) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire or provide the same for the Common Elements;

(n) Additional Expenses: Any other materials, supplies furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first class building or for the enforcement of this Declaration;

(o) Discharge of Mechanic's Liens: Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of any particular Unit Owner; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Owners;

# UNOFFICIAL COPY

(p) Certain Maintenance of Units: Maintenance and repair of any Unit as provided in this Declaration, and maintenance and repair of any Unit if such maintenance or repair is necessary in the discretion of the Board to protect the Common Elements, or any portion of the Building and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair shall have been delivered by the Board to said Owner or Owners, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair. The Board or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Board or Association is responsible. It may likewise enter any balcony or patio for maintenance, repairs, construction, or painting. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, at the expense of the maintenance fund. The Board reserves the right to retain a pass key to each Unit, and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use of such pass key. In the event of any emergency originating in, or threatening, any Unit, or in the event of the Owner's absence from the Unit at a time when required alterations or repairs are scheduled, the management agent or his representative or any other person designated by the Board may enter the Unit immediately, whether the Owner is present or not.

(q) Capital Additions and Improvements: The Board's power hereinabove enumerated shall be limited to the extent that the Board shall have no authority to acquire or provide or pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) having a total cost in excess of five thousand dollars (\$5,000.00), nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of five thousand dollars (\$5,000.00) without in each case the prior approval of the Voting Members holding two-thirds (2/3) of the total votes.

(r) Certain Utility Services to Units: The Board may pay from the maintenance fund for water taxes, waste removal and/ or any utilities which are not separately metered or otherwise directly charged to individual Owners. However, the Board may discontinue such payments at any time, in which case each Owner shall be responsible for direct payment of his share of such expenses as determined by the Board. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service, the expense of which is charged to the maintenance fund.

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

(t) Emergency Actions: The Board may ratify and confirm actions of the members of the Board taken in response to an emergency, as that term is defined in the Condominium Property Act, and that the Board shall give notice to the Unit Owners of: (i)

# UNOFFICIAL COPY

the occurrence of the emergency event within seven (7) business days after the emergency event, and (ii) the general description of the actions taken to address the event within seven (7) days after the emergency event.

5.09. Vouchers: All vouchers for payment of expenditures by the Board 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 vouchers shall be signed by the Treasurer and countersigned by the President of the Board.

5.10. Conducting Business: Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners or any of them.

## ARTICLE VI

### Assessments - Maintenance Fund

6.01. Preparation of Estimated Budget: Each year on or before December 1, the Board shall estimate the total amount necessary to pay the cost of wages, payroll taxes, materials, insurance, services, management fees, supplies, maintenance, repairs, landscaping, fuel, power and other common utilities and Common Expenses, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall, on or before December 15, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit B attached hereto. The Board shall prepare and distribute to all Unit Owners a detailed proposed annual budget, setting forth with particularity all anticipated common expenses by category as well as all anticipated assessments and other income. The budget shall also set forth each unit owner's proposed common expense assessment. Each Unit Owner shall receive, at least twenty-five (25) days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes. On or before January 1 of the ensuing year, and the first of each and every month of said year, each Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12<sup>th</sup>) of the assessment made pursuant to this Section. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the Common Expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Elements to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting.

# UNOFFICIAL COPY

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

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

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

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

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

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

6.03. Notice: Each Unit Owner shall receive notice, in the same manner as provided for in the Condominium Property Act for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment.

# UNOFFICIAL COPY

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

## 6.05 Books and Records:

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

- (1) the Association's Declaration, By-Laws, and plats of survey, and all amendments of these;
- (2) the rules and regulations of the Association, if any;
- (3) if the Association is incorporated as a corporation, the articles of incorporation of the Association and all amendments to the articles of incorporation;
- (4) minutes of all meetings of the Association and its Board of Managers for the immediately preceding 7 years;
- (5) all current policies of insurance of the Association;
- (6) all contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the Unit Owners have obligations or liabilities;
- (7) a current listing of the names, addresses, email addresses, telephone numbers, and weighted vote of all members entitled to vote;
- (8) ballots and proxies related to ballots for all matters voted on by the members of the Association during the immediately preceding twelve (12) months, including, but not limited to, the election of members of the Board of Managers;
- (9) the books and records for the Association's current and ten (10) immediately preceding fiscal years, including, but not limited to, itemized and detailed records of all receipts, expenditures, and accounts; and
- (10) any reserve study.



# UNOFFICIAL COPY

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

(c) Except as otherwise provided in subsection (e) of this Section, any member of an Association shall have the right to inspect, examine, and make copies of the records described in subsections (7) and (8) of subsection (a) of this Section, in person or by agent, at any reasonable time or times but only for purpose that relates to the Association, at the Association's principal office. In order to exercise this right, a member must submit a written request, to the Association's Board of Managers or its authorized agent, stating with particularity the records sought to be examined. As a condition for exercising this right, the Board of Managers or authorized agent of the Association may require the member to certify in writing that the information contained in the records obtained by the member will not be used by the member for any commercial purpose or for any purpose that does not relate to the Association. The Board of managers of the Association may impose a fine in accordance with section 18.4(1) of the Act upon any person who makes a false certification. Subject to the provisions of subsection (c) of this Section, failure of the Association's Board of Managers to make available all records so requested within ten (10) business days of receipt of the member's written request shall be deemed a denial; provided, however, if the Board of Managers of the Association has adopted a secret ballot election process as provided in the Act, it shall not be deemed to have denied a member's request for records described in subdivision (8) of subsection (a) of this Section if voting ballots, without identifying unit numbers, are made available to the requesting member within ten (10) business days of receipt of the member's written request.

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

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

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

# UNOFFICIAL COPY

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

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

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

6.07. Remedies for Failure to Pay Assessments: If any Unit Owner shall default in the payment of any charge or assessment imposed by the Board as herein provided, the Board shall have the authority, for and on behalf of itself and said Association and as the representative of all Unit Owners, to exercise and enforce any and all rights and remedies as may be provided in the Act, these By-Laws, this Declaration or otherwise available at law or in equity, for the collection of all such unpaid charges or assessments. In addition, if an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Board may bring suit for and on behalf of itself and as representative of all Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the cost of said suit, together with legal interest and reasonable attorney's fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest cost and fees as above provided, shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Unless otherwise provided in this Declaration, the members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Said lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by or on behalf of any bank, insurance company, savings and loan association or other mortgagee shall be subject as to priority

# UNOFFICIAL COPY

after written notice to said encumbrancer of unpaid Common Expenses only to the lien of all Common Expenses on the encumbered Unit which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest therein, or after a receiver has been appointed in a suit to foreclose such lien. Any encumbrancer from time to time may request in writing a written statement from the Board setting forth the unpaid Common Expenses with respect to the Unit covered by his encumbrance, and, unless the request shall be complied with within twenty (20) days, all unpaid Common Expenses which become due prior to the date of the making of such request shall be subordinated to the lien of such encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid common expenses payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his encumbrance.

6.08. Amendments: Except for such amendments as may be required to conform any provision of this Declaration to the requirements of law, all amendments to this Article VI shall only be effective upon the consent of at least three-quarters (3/4) of the Owners, and their mortgagees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or their Unit. The Association shall have no authority to forbear the payment of assessments by any Unit Owner.

## ARTICLE VII

### Covenants and Restrictions as to Use and Occupancy

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

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

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

(c) Hazardous Uses and Waste: Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Property, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

# UNOFFICIAL COPY

(d) Exterior Exposure of Building: Owners shall not cause nor permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

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

(f) Nuisances: No unlawful, immoral, noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein or thereon either willfully or negligently which may be or becomes, in the judgment of the Board, an annoyance or nuisance to the other Owners or Occupants.

(g) Impairment of Structural Integrity of Building: Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building, or which would structurally change the Building except as in otherwise provided herein. No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

(h) Laundry or Rubbish: No clothes, sheets, blankets, laundry, of any kind, or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. Trash, garbage and other wastes shall be kept only in enclosed sanitary containers (of such type, color, composition and design as may be determined by the Board), and shall be disposed of in a clean, sightly, healthy and sanitary manner, and as may be prescribed from time to time by the rules and regulations of the Board.

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

(j) Prohibited Activities and Signs: No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor, except with the consent of the Board, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any Owner on any part of the Property or in any Unit therein. The right is hereby given to

# UNOFFICIAL COPY

the Board or its representative to place "For Sale" or "For Rent" signs on any Unit or on the Property, for the purpose of facilitating the disposal of Units by any Owner, mortgagee or the Board.

(k) Alterations of Common Elements: Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board.

(l) Parking Area: That part of the Common Elements identified in Exhibit A attached to the Original Declaration as parking area shall be used by the Owners for parking purposes, subject to the provisions contained in Section 4.05. above.

(m) Non-Assignment: A Unit Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a Unit Owner under the Act, the condominium instruments, or rules and regulations of the Association; and such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void.

(n) Certain Personal Professional Activities Permitted: The Unit restrictions in Paragraphs (a) and (j) of this Article VII shall not, however, be construed in such a manner as to prohibit an Owner from (a) maintaining his personal business or professional records or accounts therein; or (b) maintaining his personal professional library therein; or (c) handling his personal business or professional telephone calls or correspondences therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of Paragraphs (a) or (j) or this Article VII.

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

# UNOFFICIAL COPY

but “military flag” does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

## ARTICLE VIII

### Sale Leasing or Other Alienation

8.01. (a) Sale of Unit: Any Owner who wishes to sell his Unit Ownership to any person not related by blood or marriage shall give the Board no less than thirty (30) days prior written notice of the terms of any contemplated sale, together with the name and address of the proposed purchaser and his or their financial and character references. The Board, acting on behalf of the other Unit Owners, as hereinafter provided, shall at all times have the first right and option to purchase such Unit Ownership upon the same terms as the proposed sale, which option shall be exercisable for a period of forty-five (45) days following the date of receipt of such notice; provided, however, that if the proposed purchase shall be for a consideration which the Board, in its reasonable opinion, deems inconsistent with the then existing bona fide fair market value of such Unit Ownership, the Board, notwithstanding any other provision herein stated to the contrary, may elect to exercise such option in the manner, within the period, and on the terms set forth in Section 8.02 below. If said option is not exercised by the Board within the aforesaid option period or if said option is properly waived, the Owner may, at the expiration of said period (and at any time within sixty (60) days after the expiration of said period) contract to sell such Unit Ownership to the proposed purchaser named in such notice upon the terms specified therein, and, if he fails to close said proposed sale within said sixty (60) days, his Unit Ownership shall again become subject to the Board’s right of first option as herein provided. Any person acquiring ownership of any Unit shall be bound by and shall be subject to all of the obligations and all of the terms and provisions herein contained relative to such Unit.

(b) Leasing of Units Prohibited: Except as permitted by subsections (i) and (ii) below, no Unit Owner may enter into or renew any “Occupancy Arrangement” (as hereinafter defined) with respect to his or her Unit, or allow any person who is not any owner of such Unit to occupy such Unit pursuant to a lease, sublease, assignment or other Occupancy Arrangement. As used herein, “Occupancy Arrangement” means a lease, sublease, assignment or other agreement or arrangement, whether written or oral, whereby a Unit Owner authorizes a non-Unit Owner third party to have exclusive use and occupancy of a Unit, regardless of the form of consideration, if any, paid, exchanged or otherwise provided between the Unit Owner and such non-Unit Owner third-party.

(i) Exception – Occupancy Arrangements in Effect as of the Date of this Amendment: All Occupancy Arrangements in effect as of the date of this Amendment shall remain valid for the remainder of the term thereof; provided, however, that the term thereof may not be renewed or extended for any purpose.

# UNOFFICIAL COPY

Upon expiration of the term of any Occupancy Arrangement in effect as of the date of this Amendment, all non-owner occupants residing in such Unit must be immediately vacate the Unit and the Unit must then remain owner occupied or vacant.

(ii) **Exception – Hardship Situation:** Upon receipt of the Board's prior written approval, a Unit Owner may enter into an Occupancy Arrangement with respect to a Unit for a period not to exceed one year if the existence of a Hardship Situation (as hereinafter defined) is demonstrated to the reasonable satisfaction of the Board. In the case of a continuing Hardship Situation, the Board may authorize a Unit Owner to enter into a second Occupancy Arrangement with respect to a Unit for a period not to exceed one additional year. As used herein, a "Hardship Situation" means a situation in which the inability to lease a Unit will subject the Unit Owner to substantial financial hardship as determined by the Board in its sole discretion.

With respect to a lease of any Unit, the lease shall expressly provided that the lessee shall be expressly subject to all of the provisions herein contained. A true and correct copy of such lease shall be lodged with the Board and the owner of the Unit shall not be relieved thereby from any of his obligations as herein imposed.

8.02. **Gift:** Any Owner who wishes to make a gift of his Unit Ownership or any interest therein to any person or persons who would not be heirs at law of the Owner under the Rules of Descent of the State of Illinois were he or she to die within ninety (90) days prior to the contemplated date of such gift, shall give to the Board no less than ninety (90) days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The Board, acting on behalf of the Unit owners as hereinafter provided, shall at all times have the first right and option to purchase such Unit Ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the Owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said third arbitrator, the three (3) arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein which the Owner contemplates conveying by gift and shall thereupon give written notice of such determination to the Owner and the Board. The Board's option to purchase the Unit Ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice. The Board shall be deemed to have exercised its option to purchase if it shall tender the required sum of money (directly or in escrow, pending title clearance) to the Unit Owner within said option period.

8.03. **Devise:** In the event any Owner dies leaving a Will devising his or her Unit Ownership, or any interest therein, to any person or persons not heirs at law of the deceased Owner under the Rules of Descent of the State of Illinois, and said Will is admitted to probate, the Board

# UNOFFICIAL COPY

and their successors in office, acting on behalf of other Unit Owners as hereinafter provided, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit Ownership or interest therein either from the devisee or devisees thereof named in said Will or, if a power of sale is conferred by said Will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter, said devisee or devisees or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein devised by the deceased Owner and shall thereupon give written notice of such determination to the Board, and said devisee or devisees or personal representative, as the case may be. The Board's right to elect to purchase the Unit Ownership or interest therein at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Owner is empowered to sell and shall expire ten (10) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money (directly or in escrow, pending title clearance) to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the right of the Board or its authorized representative, pursuant to authority given to the Board by the Owners as hereinafter provided, to bid at any sale of the Unit Ownership or interest therein of any deceased Owner which said sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased Owner's estate which contains his or her Unit Ownership or interest therein;

#### 8.04. Involuntary Sale:

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

(b) In the event any Owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against his Unit Ownership,



# UNOFFICIAL COPY

the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article VI.

8.05. Transfer of Option Rights to Single Unit Owner or Group of Owners: Any right to purchase or lease which the Board may have or obtain under the provisions of this Article may be transferred, with the consent of the Unit Owners, as hereinafter provided, to one or more of the Unit Owners so as to enable the said Unit Owner or Owners to acquire the subject Unit or interest as a personal investment, provided that the Board is reasonably assured that such Unit Owner or Owners have the financial capacity to undertake such purchase or lease and will fulfill the requirements of said purchase or lease within all stipulated time periods.

8.06. Consent of Voting Members: The Board shall not exercise any option hereinabove set forth to purchase any Unit Ownership or interest therein or transfer its rights to any single Unit Owner or group of Unit Owners, without the prior written consent of the Voting Members holding at least seventy-five (75%) percent of the voting rights in the Association, and whose Unit Ownerships are not the subject matter of such option. The Board may bid to purchase at any sale of a Unit Ownership or interest therein, which said sale is held pursuant to an order or direction of a court, upon the prior written consent of the aforesaid Voting Members, which said consent shall set forth a maximum price which the Board of Managers is authorized to bid and pay for said Unit or interest therein. If the requisite consent is obtained, any of the aforesaid options shall be exercised by the Board of Managers solely for the use and benefit of all Owners, including the minority of Owners not consenting thereto.

8.07. Release, Waiver and Exceptions to Option: Upon the written consent of three (3) of the Board members, any of the options contained in this Article VIII may be released or waived, and the Unit Ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article. In addition, none of the options contained in this Article VIII shall be applicable to any sales, leases, or subleases to purchasers, lessees or sublessees as between Co-Owners of the same Unit.

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

8.09. Financing of Purchase Under Option:

(a) Acquisition of Unit Ownerships or any interests therein under the provision of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each owner in the ratio that his percentage of

# UNOFFICIAL COPY

ownership in the Common Elements as set forth in Exhibit B bears to the total of all such percentages applicable to Units subject to said assessment (thus, excluding the percentage of any Unit Ownership being the subject of the purchase), which assessment shall become a lien and be enforceable in the same manner as provided in Article VI.

(b) The Board, in its discretion, may borrow money to finance the acquisition of any Unit Ownership or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit Ownership or the interest therein to be acquired. The loan documents evidencing such borrowing may be executed by the members of the Board, a nominee of the Board or by a land trust of which the Board shall be the beneficiary.

8.10. Title to Acquired Interests: Unit Ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the members of the Board and their successors-in-office, or such nominee as they shall designate, for the benefit of all the Owners. Said Unit Ownerships or interests therein shall be sold or leased by the Board in such manner as it shall determine. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each Owner in the same proportion in which the Board could levy a special assessment under the terms of Section 8.09 (a) above.

8.11. Responsibility of Transferees for Unpaid Assessments: In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid assessments against the latter up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. However, any such transferee shall be entitled to a statement from the Board or President, or managing agent of the Association, as the case may be, setting forth the amount of the unpaid assessments against the transferor due the Association and such transferee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the transferor in excess of the amount therein set forth.

8.12 Applicability: The provisions of the Condominium Property Act, the Declaration, By-Laws and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease. With regard to any lease, the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-Unit Owner to comply with the leasing requirements prescribed by the Act or by the Declaration, By-Laws, and rules and regulations. The Board may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by a tenant of any covenants, rules, regulations or By-Laws.

8.13. Resale Approval. In the event of a sale of a condominium unit by a Unit Owner, the Association shall not exercise any right of refusal, option to purchase, or right to

# UNOFFICIAL COPY

disapprove the sale, on the basis that the purchaser's financing is guaranteed by the Federal Housing Administration.

## ARTICLE IX

### Damage or Destruction and Restoration of Buildings

#### 9.01. Insurance:

(a) Sufficient Insurance: In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event, within thirty (30) days after said damage or destruction shall occur, the Unit Owners elect either to sell the Property as hereinafter provided in Article X or to withdraw the Property from the provisions of this Declaration and from the provisions of the Act, as therein provided, then such repair, restoration or reconstruction shall not be undertaken.

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

9.02. Substantial Restoration: Repair, restoration or reconstruction of the improvements, as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

## ARTICLE X

### Sale of the Property

10.01. Voluntary Sale of Property: The Owners by affirmative vote of at least seventy-five percent (75%) of the total vote, at a meeting of Unit Owners duly called for such purpose, may elect to sell the property as a whole. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments, and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which

# UNOFFICIAL COPY

such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may each select an appraiser, and two so selected shall select a third, and the fair market value, as determined by a majority of the three appraisers so selected shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

## ARTICLE XI

### Remedies for Breach of Covenants, Restrictions and Regulations

11.01. Abatement and Enjoinment: The violation of any rule, restriction, condition or regulation adopted by the Board, or the breach or default of any covenant, By-Law or provision contained herein or contained in the Act, shall give the Board the right, in addition to the rights set forth in Section 11.02 next succeeding:

- (a) To enter upon the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; and
- (b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

11.02. Involuntary Sale: If any owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate or breach any of the covenants, By-Laws, restrictions or provisions of this Declaration or of the Act, 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 occur or shall reoccur more than once thereafter, then the Board shall have the power to issue to the defaulting Owner a ten (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 his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or occupant or in the alternative a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him 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 at a judicial sale upon such notice and terms as the court shall establish, except that the Court shall enjoin and restrain the defaulting Owner from re-acquiring his interest at such judicial sale. The proceeds of any judicial sale shall first be paid to discharge the lien of any then existing mortgage, 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 thereat shall thereupon be entitled to a deed to the Unit

# UNOFFICIAL COPY

Ownership and, subject to the Board's rights as provided in Section 8.04(a) hereof, to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration, and the purchaser shall become a member of the Association in the place and stead of the defaulting Owner.

## ARTICLE XII

### Incorporation of Association

12.01. Formation of Association: The Board may cause to be incorporated a not-for-profit corporation under the laws of the State of Illinois to be called "NORTH VALLEY LO CONDOMINIUM NO. 21", or any name similar thereto or in lieu thereof, to facilitate administration and operation of the Property. Upon the formation of such Association, every Owner shall be a member therein, which membership shall terminate upon the sale or other disposition by such member of his Unit Ownership, at which time the new Owner shall automatically become a member therein. Each Unit Owner agrees to be bound by and observe the terms and provisions of the Association's Charter, its By-Laws, and the rules and regulations promulgated from time to time by said Association, its Board of Directors and officers.

## ARTICLE XIII

### General Provisions

#### 13.01. Use of Technology:

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

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

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

# UNOFFICIAL COPY

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

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

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

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

13.03. Service of Notices on Devisees and Personal Representatives: Notices required or desired to be given to any devisee or personal representatives of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

13.04. Covenants to Run With Land: Each grantee by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Deed, or any contract for any deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, 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 the Declaration were recited and stipulated at length in each and every deed of conveyance.

13.05. Non-Waiver of Covenants: 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 or any time lapse.

13.06. Amendments to Declaration: The provisions of Article II, Article III, Article VI, Section 8.06 and Section 13.06 of this Declaration may be changed, modified, or rescinded by instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, at least three-quarters (3/4) of the Owners and all mortgagees having bona fide liens of record against Unit Ownerships. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, the Owners having at least three-fourths

# UNOFFICIAL COPY

(3/4<sup>th</sup>) of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than ten (10) days prior to the date of such affidavit. Such change, modification or rescission shall be effective upon the recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

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

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

13.08. Perpetuities and Restraints on Alienation: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the now living lawful descendants of Richard J. Daley, Mayor of Chicago, Illinois, and Edward Kennedy, Junior Senator from the State of Massachusetts.

13.09. Interpretation of Declaration: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class Condominium Unit Development.

13.10. Ownership Trust: In the event title to any Unit Ownership is conveyed to a land title holding trust under the terms of which all powers of management, operation and control of the trust property remain vested in the trust beneficiaries, then the trust estate under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No liability shall be asserted against any such title holding trustee personally for payment of any claim, lien or obligation or for the performance of any agreement, covenant or undertaking hereby created, and the Trustee shall not be obligated to sequester funds or trust property to apply in whole or in part of thereon, but the amount thereof shall continue to be a charge or lien upon Unit Ownership, notwithstanding any changes in the beneficial interest of any such trust or transfers of titles to such Unit Ownership.

# UNOFFICIAL COPY

13.11. Indemnity to Board Members: The members of the Board and the officers thereof or of the Association shall not be liable to the Unit Owners for any mistake or judgment or any acts or omissions made in good faith as such members or officers. 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. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners or the Association. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or for the Board or Association.

## ARTICLE XIV

### Entire Condominium Development

14.01. Other Condominiums: There have been developed, as condominiums, other parcels of real estate situated in the same general area as the Development Parcel and situated within:

Block 2 in Valley Lo - Unit 5, being a Subdivision in Section 23, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded in the Office of the Cook County recorder of Deeds as Document Number 21026261.

and to submit the same to the provisions of the Condominium Property Act of the State of Illinois.

14.02. Recreational and Common Areas: One or more separate parcels of real estate in said Block 2 in Valley Lo - Unit 5 Subdivision have been selected for use as a swimming pool and /or other recreational or common purposes, for the benefit of all the Owners and Occupants of all Units in the entire Condominium Development, and such separate parcel or parcels of real estate has been conveyed to an Illinois not-for-profit corporation, to be known as "NORTH VALLEY LO CONDOMINIUM ASSOCIATION" or a name similar thereto, for the uses, purposes and benefits set forth in this Article XIV.

14.03. Corporate Association: There has heretofore been created or shall hereafter be created, an Illinois not-for-profit corporation having the name "NORTH VALLEY LO CONDOMINIUM ASSOCIATION", or a similar name, for the purpose of providing or maintaining a swimming pool and certain maintenance services for the benefit of all the Owners and Occupants of all Units in the entire Condominium Development. Each Unit Owner of any Unit in the entire Condominium Development shall be a member of such corporate Association, which membership shall terminate upon the sale or other disposition by such member of his Unit, at which time the new Owner shall automatically become a member in such corporate Association



# UNOFFICIAL COPY

upon acquiring title to this Unit Ownership. Each such Unit Owner agrees to be bound by and observe the terms and provisions of the corporate Association's Charter, its By-Laws, and the rules and regulations promulgated from time to time by said corporation Association, its Board of Directors and officers.

14.04. Board of Directors: The Board of Directors of such corporate Association shall be composed of one member of each Board of Managers of each separate Condominium within the entire Condominium Development and the terms of office of each Director shall run concurrently with his term of office as a member of the Board of Managers of any such individual Condominium.

14.05. Common Facilities and Maintenance:

(a) Swimming Pool: The Articles of incorporation, or By-Laws, or the rules and regulations of such corporate Association shall contain provisions for the maintenance, insurance, upkeep, repair, landscaping, materials, supplies, labor, furniture, structural alterations, services, gardening, cleaning, decorating, replacement and taxation of the swimming pool and all other recreational facilities, if any, and all other areas, if any, available for the common use of all Owners of Units in the entire Condominium Development, and for the levying of assessments on all members for the providing of such moneys as and when may be required, from time to time, for such purposes.

(b) Common Expenses: Notwithstanding any other provision herein contained to the contrary, it is hereby declared, determined and agreed that such corporate Association shall provide the following services related directly to the Common Elements of each present and future Development Parcel within the entire Condominium Development for the common benefit of all present and future Owners of Units in the entire Condominium Development: Landscaping, gardening, snow removal, scavenger service, maintenance, repair and replacement of all utility conduits and facilities, and maintenance, repair and replacement of driveways, walks and curbs. The cost of providing said services (including any materials necessarily required in connection therewith) described in this paragraph shall be divided equally from time to time into such portions equal in number to the total number of condominium units subject to and accepted by said corporate Association, and the corporate Association shall from time to time assess each Board of Managers of each Development Parcel that sum equal to such portion multiplied by the number of Unit Ownerships within each such Development Parcel. The Articles of Incorporation, or By-Laws, or the rules and regulations of such corporate association shall contain provisions not inconsistent herewith for the purpose of implementing the levying of assessments and for the providing of such moneys as and when may be required from time to time, for such purposes. Any sum from time to time assessed against any Board of Managers shall in turn be collected by each such Board of Managers from the Unit Owners within each such Development Parcel, in accordance with each such Unit Owner's interest in the Common Elements, and each such Board of Managers shall have all powers hereinabove granted to it for the purpose of enforcing the collection of such assessments

# UNOFFICIAL COPY

14.06. Sale of a Condominium: In the event that any one of the Condominium Buildings contained within the entire Condominium Development shall be sold as a whole, the Owner or Owners acquiring such Condominium Building so sold shall become members of the aforementioned corporate Association; provided, however, that said Owner or Owners shall not own or control nor hold any interest in the aforementioned corporate Association in excess of that share thereof to which all Units in such Condominium Building so sold would otherwise be entitled.

14.07. Future Easements: The aforesaid corporate Association is each hereby expressly authorized, and does hereby expressly reserve the right to execute and cause to be recorded with Cook County Recorder of Deeds, such easements, agreements, and rights of way which said corporate Association may deem necessary in order to provide or permit utilities and afford ingress and egress with respect to any part of the real estate located within the entire Condominium Development.

{Signature pages follow}

# UNOFFICIAL COPY

## BOARD SIGNATURE PAGE

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Managers of the North Valley Lo Condominium No. 21 Association established by the aforesaid Declaration. By our signatures below, we hereby approve of and consent to this Amended and Restated Declaration pursuant to Section 27(b)(1) of the Illinois Condominium Property Act. In witness, whereof we have cast our votes and signed this document in favor of this Amended and Restated Declaration at a duly called meeting of the Board of Managers of the North Valley Lo Condominium No. 21 Association.

*[Signature]* PRESIDENT \_\_\_\_\_

*Paula Stadeland (Secretary)* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Board of Managers of the North Valley Lo  
Condominium No. 21 Association

# UNOFFICIAL COPY

## AFFIDAVIT OF SECRETARY

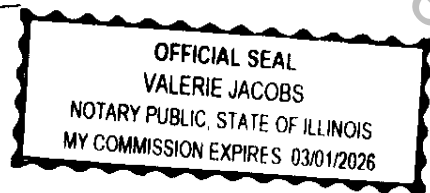
STATE OF ILLINOIS        )  
                                       ) SS  
 COUNTY OF COOK         )

I, Paula Stodolad, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of North Valley Lo Condominium No. 21 Association, and as such Secretary and keeper of the books and records of said condominium. I further state that the foregoing Amended and Restated Declaration was approved by at least two-thirds (2/3) of the members of the Board of Managers of said condominium, at a meeting of the Board of Managers duly noticed and convened and held for that purpose on Feb. 25, 2023 at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect, and that a copy of the foregoing Amended and Restated Declaration either was delivered personally to each Unit Owner at the Association or was sent by regular mail, to each Unit Owner in the Association at the address of the Unit or such other address as the Owner has provided to the Board of Managers for purposes of mailing notices. I further state the Unit Owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amended and Restated Declaration.

Paula Stodolad  
 Secretary of the North Valley Lo  
 Condominium No. 21 Association

February 25, 2023

[Signature]



# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

#### NORTH VALLEY LO – UNIT 21

THAT PART OF BLOCK 2, IN VALLEY LO-UNIT 5, BEING A SUBDIVISION IN SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTH LINE OF SAID BLOCK 2, AT A POINT WHICH IS 1652.77 FEET EAST FROM THE NORTH WEST CORNER OF SAID BLOCK 2, AND RUNNING THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF BLOCK 2, A DISTANCE OF 132.50 FEET TO A POINT OF BEGINNING AT THE NORTH WEST CORNER OF SAID PART OF BLOCK 2 HEREINAFTER DESCRIBED; THENCE CONTINUING SOUTH ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 189.67 FEET; THENCE EAST ALONG A LINE 322.17 FEET SOUTH FROM AND PARALLEL WITH SAID NORTH LINE OF BLOCK 2, A DISTANCE OF 162.40 FEET TO THE EASTERLY LINE OF SAID BLOCK 2; THENCE NORTHWARDLY ALONG SAID EASTERLY LINE OF BLOCK 2 (BEING ALSO THE WESTERLY LINE OF WAUKEGAN ROAD), A DISTANCE OF 190.15 FEET, TO AN INTERSECTION WITH A LINE 131.50 FEET SOUTH FROM AND PARALLEL WITH SAID NORTH LINE OF BLOCK 2, AND THENCE WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 148.86 FEET TO THE POINT OF BEGINNING. WHICH SAID SURVEY IS ATTACHED AS EXHIBIT A TO A CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY THE NORTHWEST NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 2, 1971 AND KNOWN AS TRUST NUMBER 1007, AND RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NUMBER 22108385. TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREON AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM AND SURVEY) ALL IN COOK COUNTY, ILLINOIS.

Common Address: 1704 Wildberry Drive, Glenview, Illinois 60025

PINS: 04-23-302-045-1001 through and including 04-23-302-045-1006

Township: Northfield

# UNOFFICIAL COPY

## EXHIBIT B

Attached to and made a part of the Amended and Restated Declaration  
of Condominium Ownership for

NORTH VALLEY LO CONDOMINIUM NO. 21

<u>UNIT NUMBER</u>	<u>PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS</u>
--------------------	---

21-A	16.91%
21-B	16.18%
21-C	16.91%
21-D	16.91%
21-E	16.18%
21-F	<u>16.91%</u>
	100.00%

Property of Cook County Clerk's Office