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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP
AND EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
FLAT IRON PLACE CONDOMINIUM
AND
DECLARATION OF BY-LAWS FOR
FLAT IRON PLACE CONDOMINIUM, INC.,
AN ILLINOIS NOT-FOR-PROFIT CORPORATION**

This document prepared by and after
recording to be returned to:
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TABLE OF CONTENTS

<u>Article</u>	<u>Description</u>	<u>Page No.</u>
I	Definitions	2
II	Units	5
III	Common Elements	5
IV	General Provisions as to Units and Common Elements	7
V	Common Expenses, Mortgages and Real Estate Taxes	8
VI	Insurance	9
VII	Maintenance, Alterations and Decorating	14
VIII	Sale, Leasing or Other Alienation	16
IX	Miscellaneous Provisions Respecting Mortgages	17
X	Damage, Destruction, Condemnation and Restoration	19
XI	Sale of Property	21
XII	Bylaws	21
XIII	Administration	22
XIV	Members (Unit Owners)	35
XV	Common Expenses – Maintenance Fund	37
XVI	Covenants and Restrictions as to Use and Occupancy	41
XVII	Remedies	46
XVIII	General Provisions	48

SCHEDULE OF EXHIBITS

Exhibit "A"	THE LEGAL DESCRIPTION OF THE PROPERTY/UNITS
Exhibit "B"	THE UNITS AND THE PERCENTAGE OWNERSHIP IN THE COMMON ELEMENTS
Exhibit "C"	REVISED PAGES 2, 6A, AND 8 OF THE PLAT OF SURVEY

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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP
AND EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
FLAT IRON PLACE CONDOMINIUM
AND
DECLARATION OF BY-LAWS FOR
FLAT IRON PLACE CONDOMINIUM, INC.,
AN ILLINOIS NOT-FOR-PROFIT CORPORATION**

THIS AMENDED AND RESTATED DECLARATION ("Declaration") has been approved by two-thirds of the Board of Directors of the Flat Iron Place Condominium, Inc. ("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 Easements, Restrictions and Covenants for Flat Iron Place Condominium and Declaration of By-Laws for Flat Iron Place Condominium, Inc., an Illinois not-for-profit corporation ("Original Declaration"), which was recorded as Document No. 89103791 on March 9, 1989 in the Office of the Recorder of Deeds for Cook County, Illinois, as amended from time to time. This Declaration is also being recorded pursuant to Section 27(b)(1) of the Act to correct errors or omissions on the Plat (as hereinafter defined) related to the location and designation of various storage, parking, and deck areas.

This Amended and Restated Declaration also includes properly approved discretionary changes to Article VIII of the Original Declaration, which pursuant to Article XVIII, Section F of the Original Declaration may be amended by an instrument in writing setting forth such amendment, signed and acknowledged by the Board and approved by the Unit owners having at least 75% of the total vote at a meeting called for that purpose and approved by any mortgagees required under the Condominium Instruments, and containing an affidavit by an officer of the Board certifying that a copy of such Instrument (without such affidavit) has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit not less than ten (10) days prior to the date of such affidavit.

WITNESSETH:

A. The Association and its Unit Owners are the holders of of legal title to the following described parcel of real estate situated in the City of Chicago, County of Cook and State of Illinois:

Lots 1, 2, 3, 32 and 33 in Harbine and Roman's Subdivision of that part of the Southeast ¼ of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, lying South and West of Milwaukee Avenue, in Cook County, Illinois.

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through and including: 17-05-415-026-1011

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B. The Original Declaration, by its recording, submitted the Property (hereinafter defined) to the provisions of the Condominium Property Act of the State of Illinois as amended from time to time.

C. The Original Declaration established, for the benefit of all owners and future owners and occupants of the Property, and each part thereof, certain easements and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof.

D. The Property is and shall be known as **FLAT IRON PLACE CONDOMINIUM**, or such other name as may be subsequently adopted pursuant to the Act (as hereinafter defined) by the Board (as hereinafter defined).

E. The Association and its Unit Owners desire and intend by this Declaration to declare that the owners, mortgagees, occupants and other persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times hold their interests subject to the rights, easements, privileges and restrictions hereafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership, and to facilitate the proper administration of the Property, and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, the Association and its Unit Owners, 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 the Declaration are defined as follows:

- A. **ACCEPTABLE TECHNOLOGICAL MEANS** 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.
- B. **ACT** means the Condominium Property Act of the State of Illinois as amended from time to time.
- C. **ASSOCIATION** means **FLAT IRON PLACE CONDOMINIUM ASSOCIATION**, an Illinois not-for-profit corporation.
- D. **BALCONY OR PATIO** means the portion of the limited common or common elements so designated as a "balcony" or "patio" on the Plat.

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- E. **BOARD** means the Board of Directors of the Association.
- F. **BUILDINGS** means all structures attached or unattached containing one or more units constructed at any time on the Parcel.
- G. **BY-LAWS** means the By-Laws of the Association which are set forth in this Declaration as may be amended from time to time.
- H. **CLOSING** means the date on which title to a Unit Ownership is conveyed to a purchaser.
- I. **COMMERCIAL UNIT** means any or all of Units 101, 102, 103, 104 and 105.
- J. **COMMON ELEMENTS** means all portions of the Property except the Units, including the Limited Common Elements.
- K. **COMMON EXPENSES** means the proposed or actual expenses affecting the Property, including Reserves if any, lawfully assessed by the Board.
- L. **CONDOMINIUM INSTRUMENTS** means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including this Declaration, the By-Laws and the Plat.
- M. **DECLARATION** means this instrument and all exhibits attached to this instrument, and all amendments to this instrument made from time to time pursuant to the provisions of this instrument.
- N. **ELECTRONIC TRANSMISSION** means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.
- O. **LIMITED COMMON ELEMENTS** means a portion of the Common Elements so designated in this Declaration as being reserved for the use of a certain Unit or Units to the exclusion of other Units.
- P. **MAJORITY OF UNIT OWNERS** means those Unit Owners, without regard to their number, who own more than 50% in the aggregate of the entire undivided ownership interest in the Common Elements. Any specified percentage of the Unit Owners shall mean those Unit Owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Elements.
- Q. **OCCUPANT** means a person in possession of a Unit regardless of whether such person is a Unit Owner.

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- R. **PARCEL** means the entire tract of land legally described in Section A of the recitals of this Declaration submitted to the provisions of the Act, and further as legally described in Exhibit "A" attached hereto and made a part hereof.
- S. **PARKING AREA** means each portion of the Limited Common Elements designated as a Parking Area on the Plat and assigned to the Unit so designated.
- T. **PARKING SPACE** means a portion of the Parking Area intended for the parking of one motor vehicle.
- U. **PERSON** means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- V. **PLAT** means the Plat of Survey attached to the Original Declaration as Exhibit "A", made a part hereof and incorporated herein by reference, together with all authorized amendments thereto made from time to time pursuant to the provisions of this Declaration, including but not limited to that which is attached to this Declaration as Exhibit "C".
- W. **PROPERTY** means all the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including without limitation, the buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners submitted to the provisions of the Act.
- X. **PURCHASER** means any Person who purchases a Unit in a bona fide transaction for value.
- Y. **RESERVES** means those sums paid by Unit Owners which are separately maintained by the Board for purposes specified by the Board or the Condominium Instruments.
- Z. **RESIDENTIAL UNITS** means Units 201, 202, 203, 204, 301 and 302.
- AA. **UNIT** means a part of the Property designated and intended for any type of independent use.
- BB. **UNIT OWNER** means the Person or Persons whose estates or interests individually or collectively aggregate fee simple absolute ownership of a Unit.
- CC. **UNIT OWNERSHIP** means a part of the Property consisting of one Unit and the undivided percentage interest in the Common Elements allocated thereto.
- DD. **VOTING MEMBER** means the person entitled to exercise all voting power in respect to a Unit Ownership.

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ARTICLE II UNITS

A. **DESCRIPTION.** All Units are delineated on the Plat and are listed on Exhibit "B" attached hereto. Each Unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof on the Plat, as well as any pipes, ducts, flues, shafts, electrical wiring and conduits, and individual heating, cooling and ventilation systems or equipment situated entirely within a Unit and serving only such Unit, as well as each sleeve air conditioner serving only such Unit. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes.

B. **COMBINATION OF UNITS.** Except as otherwise provided in the Act, no Unit Owner shall, by deed, plat, court decree or otherwise, combine or subdivide, or in any other manner cause any Unit owned by such Unit Owner to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

C. **CERTAIN STRUCTURES NOT CONSTITUTING PART OF A UNIT.** A Unit shall not include any structural component or any of the Buildings, including structural columns or pipes, wires, conduits, ducts, flues, shafts or public utility lines running through a Unit and forming a part of any system serving more than one Unit or the Common Elements, or any components of communication, master antenna, or refuse collection systems, if any, located in a Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

ARTICLE III COMMON ELEMENTS

A. **DESCRIPTION.** The Common Elements include, without limitation, the land, foundation, walls, hallways, stairways, entrances and exits, recreation areas, Parking Areas, recreational facilities, mechanical equipment areas, Storage Areas, office of the Buildings, if any, roofs (excluding decks or patios therein designated as limited common elements), roof patios so designated, master television antenna system, if any (whether leased or owned), pipes, ducts, flues, shafts, electrical wiring and conduits (except pipes, ducts, flues, shafts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), heating, cooling and ventilating systems (except those individual heating, cooling and ventilating systems or equipment entirely within a Unit and serving only such Unit and each sleeve air conditioner serving only such Unit), public utility lines, structural parts of each of the Buildings, outside walks and driveways, landscaping and all other portions of the Property except the Units. Any reference to "Common Elements" appearing on the Plat shall be deemed solely for purposes of general information and shall not be limiting in any way.

B. **OWNERSHIP OF COMMON ELEMENTS.** Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner as set forth in Exhibit "B" attached hereto. The percentages of

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ownership interests set forth in such Exhibit "B" have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by a recorded amendment to this Declaration signed by the persons and entities required under the provisions of this Declaration and the Act. Each of such ownership interests in the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall be deemed conveyed or encumbered with that Unit even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit.

C. LIMITED COMMON ELEMENTS. The following portions of the Common Elements are hereby designated as Limited Common Elements: (1) the Balcony, decks or patio shown on the Plan adjoining a Unit; (2) the interior surface of all floors, walls and ceilings, roof area/air space, if any, as set forth in Article XVI, Section Q and Section R herein, forming the boundaries of a Unit; (3) all doors, windows and glass in the walls forming the boundaries of a Unit; (4) storage areas so designated pertaining to the residential units.

D. USE OF COMMON ELEMENTS IN GENERAL. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements and the portions of the Property subject to leases made by the Board, and except for the Storage Areas and Parking Areas) in common with all other Unit Owners as may be required for the purpose of access, ingress to, egress from, use, occupancy and enjoyment of the Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to not only each Unit owner, but also to such Unit Owner's agents, servants, tenants, lessees, family members, customers, invitees and guests. Each Unit Owner, however, shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and adjoining the Unit owned by such Unit Owner. Such rights to use the Common Elements and Limited Common Elements shall be subject to and governed by the provisions of the Act, the Condominium Instruments and the rules and regulations of the Board. In addition, subject to the provisions of the Act, the Condominium Instruments and the Act, the Board shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements. All income derived by the Board from leases, concessions or other sources shall be held and used for the benefit of the members of the Association pursuant to such rules and regulations as the Board may adopt or prescribe.

E. USE OF STORAGE AREAS NOT PART OF THE LIMITED COMMON ELEMENTS. The Board may prescribe such rules and regulations with respect to Storage Areas and Storage Spaces as the Board may reasonably deem necessary or appropriate.

F. DISCLAIMER OF BAILEE LIABILITY. Each Unit Owner shall be responsible for such Unit Owner's personal property located in any Storage Area. Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, nor any Unit Owner shall be (1) considered a bailee of any personal property stored in the Common Elements (including without limitation property located in the Storage Areas and vehicles parked in the Parking Areas) whether or not exclusive possession of any particular area shall be given to any Unit Owner for storage or parking purposes; or (2) responsible for the

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security of such personal property or for any loss or damage thereto, whether or not due to negligence.

G. **ROOF PATIOS-MAINTENANCE AND RESPONSIBILITY.** All of the maintenance, repair and replacement of the roof patios (defined as the patios appurtenant to Unit 204, Unit 301 and Unit 302, respectively) shall be the responsibility of the Owner of the Unit benefited by such patio(s). Any damage to the Common Elements or any portion of the Property caused by a roof patio or the failure to maintain, repair or replace same shall be the responsibility of the Owner of the Unit benefited by such roof patio.

ARTICLE IV **GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS**

A. **SUBMISSION OF PROPERTY TO THE ACT.** The Property is hereby submitted to the provisions of the Act.

B. **NO SEVERANCE OF OWNERSHIP.** No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to Unit Ownership owned by such Unit Owner without including therein both the interest in the Unit and the corresponding percentage of ownership in the Common Elements owned by such Unit Owner, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

C. **EASEMENTS.**

1. **Encroachments.** In the event that (i) by reason of the construction, repair, reconstruction, settlement or shifting of any of the Buildings, 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 (ii) by reason of the design or construction of any Unit, it shall be necessary or advantageous to a Unit Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to said Unit which will not unreasonably interfere with the use or enjoyment of the Common Elements by other Unit Owners; or (iii) by reason of the design or construction of any utility, heating, cooling or ventilating systems, any pipes, ducts, flues, shafts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, then in any such case valid easements for the maintenance of such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such Unit or the Common Elements, as the case may be; provided, however, in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Unit Owners.

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2. **Easements for Utilities.** Illinois Bell Telephone Company, Commonwealth Edison Company, Peoples' Gas Company, the City of Chicago, and all other suppliers of 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 in, to, 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 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 the Common Elements, and each Unit Owner and other Person having at any time any interest in the Property hereby grants to the Board an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner and other Persons such instruments as may be necessary to effectuate the foregoing, including easements for reading utility meters located in all Units. Easements are also hereby declared and granted to the Board and its respective representatives, employees and contractors to enter and work in any Unit to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, flues, shafts, conduits, public utility lines, mechanical systems, components of the communications systems, if any, or structural components which may run through or in the floor, ceiling or walls of or in a Unit, and to read all utility meters and service mechanical systems pertaining to the common elements, limited common elements and other Units.

3. **Easements to Run With Land.** All easements and rights described in this Article IV are easements and rights appurtenant and running with the land, and in perpetuity shall remain in full force and effect and inure to the benefit of each person and entity specified in this Article IV in whose favor such easement is granted and be binding on the Property and each Unit Owner, purchaser, mortgagee and other Person having an interest in the Property or any part thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE V

COMMON EXPENSES, MORTGAGES AND REAL ESTATE TAXES

A. **COMMON EXPENSES.** Each Unit Owner shall pay his proportionate share of the Common Expenses. Such proportionate share of the Common Expenses for each Unit Owner shall be in the same ratio as his percentage of ownership interest in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof shall constitute a lien on the Unit Ownership of such Unit Owner as provided in the Act. Provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner.

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B. **SEPARATE MORTGAGE.** Each Unit Owner shall have the right, subject to the provisions of this Declaration, to make a separate mortgage or encumbrance on such Unit Owner's Unit Ownership. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof other than such Unit Owner's Unit Ownership.

C. **REAL ESTATE TAXES.** It is understood that real estate taxes are to be separately taxed to each Unit Owner for each Unit Ownership owned by such Unit owner; provided, however, until such time as separate real estate tax bills are issued with respect to each Unit, the real estate taxes imposed on the Property shall be included in the Common Expenses assessed pursuant to this Declaration.

ARTICLE VI **INSURANCE**

A. **TYPE OF INSURANCE.** The Board shall have the authority to and shall obtain the following insurance for the Property:

1. Insurance on the Property including against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsements in an amount sufficient to prevent the insured from being a co-insurer within the terms of the applicable policies. No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes property insurance (i) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise determined by 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 "full insurable replacement cost" of the Property, including the Units and the Common Elements, shall be determined from time to time by the Board, which determination may be based upon appropriate insurance appraisals. Insurable replacement cost shall be deemed to be the cost of restoring the Common Elements, Units or any part thereof to substantially the same condition in which they existed prior to damage or destruction. The cost of any and all such appraisals shall be Common Expenses.

The insurance maintained under this subsection must include the Units, the Limited Common Elements except as otherwise determined by the Board, and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any

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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;

2. Insurance on the Property against all loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes installed in, on or about said Property without co-insurance clause so long as available, in such amounts as the Board shall deem desirable;
3. Comprehensive public liability and property damage insurance against claims for personal injury, death or property damage suffered by the public or by any Unit Owner occurring in, on or about the Property, such public liability and property damage insurance to afford protection to such limits as the Board shall deem desirable. 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;
4. Such workers' compensation insurance as may be necessary to comply with applicable laws;
5. Employer's liability insurance in such amounts as the Board shall deem desirable;
6. 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;

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7. Such other insurance in such reasonable amounts as the Board shall deem desirable;
8. The Board shall have no responsibility to obtain any commercial insurance coverages, including, but not limited to dram shop liability insurance, plate glass coverage and business interruption coverage, which may either be required by law or which the Owner of a Unit, acting as a prudent businessperson, may desire to obtain. Each Owner further covenants to exonerate the Board from any consequential damages which may arise due to the destruction or interruption of each Owner's business that may be attributable to damage to the Property or to any personal property located thereon or therein. It shall be the duty of each Owner to seek and obtain insurance, if available, to insure such Owner against losses caused by the destruction or interruption of the Owner's business that results from any damage to the Property, and to the extent required by law, insure the Condominium Association from liability arising out of permitted commercial activities in such Unit,
9. 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; and
10. Property and general liability insurance policies required to be carried by the Association must include each of the following provisions:
 - a. Each Unit Owner and secured party is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association.
 - b. The insurer waives its right to subrogation under the policy against any Unit Owner of the condominium or members of the Unit Owner's household and against the Association and members of the Board.
 - c. The Unit Owner waives his or her right to subrogation under the Association policy against the Association and the Board.

The premiums for the above-described insurance shall be Common Expenses. All of such insurance shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Illinois.

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B. **NAMED INSURED.** All policies of insurance of the character described in subparagraphs 1 and 2 of the preceding Paragraph A (i) shall name as insured the Board as trustees for the Unit Owners in the percentages established in Exhibit "B" to this Declaration, and shall also name as an insured, the Insurance Trustee (as hereinafter defined) as the respective interests of all of such insureds may appear; (ii) shall be without contribution as respects other such policies of insurance carried individually by the Unit Owners whether such other insurance covers their respective Units and/or the additions and improvements made by such Unit Owners to their respective Unit; shall provide that, notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act; shall contain an endorsement to effect that such policy shall not be terminated for nonpayment of premiums without at least 10 days' prior written notice to the mortgagee of each Unit; and (v) shall contain an endorsement or clause, if available, whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, the Board or its members, the managing agent, each of their respective employees and agents, and the Unit Owners and the Occupants. Policies of insurance of the character described in subparagraph 1 of the preceding Paragraph A may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance of the character described in subparagraphs 1 and 2 of the preceding Paragraph A, any losses under such policies shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provisions of this Declaration.

C. **NAMED INSURED.** All policies of insurance of the character described in subparagraphs 3, 4, 5, 6 and 7 of the preceding Paragraph A shall name as insureds each Unit Owner and their spouses (but as to the insurance described in such subparagraph 3 only with respect to those portions of the Property not reserved for their exclusive use) and the Association, the Board and its managing agent, the other agents and employees of such Association, Board, and managing agent. In addition, all policies of insurance of the character described in such subparagraph 3 shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the managing agent, their respective employees and agents and the Unit Owners and Occupants and shall cover claims of one or more insured parties against other insured parties.

D. **PREMIUM PAYMENT.** The Association, for the benefit of the Unit Owners and the mortgagee of each Unit, shall pay the premiums on the policies of insurance described in the preceding Paragraph A at least 30 days prior to the expiration dates of the respective policies, and shall notify the mortgagee of each Unit of such payment within ten (10) days after the date on which payment is made.

E. **ADJUSTMENT OF LOSS; 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

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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.

F. **UNIT OWNERS INSURANCE.** Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by the policies of liability insurance obtained by the Board for the benefit of all of the Unit Owners as above provided. All policies of casualty insurance carried by each Unit Owner shall be without contribution as respects the policies of casualty insurance obtained by the Board for the benefit of all the Unit Owners as above provided. 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 insurance required by this Section F as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

G. **IMPROVEMENTS TO UNITS.** Each Unit Owner shall be required to report all additions or alterations to his Unit promptly, in writing, to the Board without prior request from the Board or the management agent, and to reimburse the Board for any additional insurance premiums attributable thereto, and each Unit Owner shall be responsible for any deficiency in any insurance loss recovery which results from such Unit Owner's failure to so notify the Board. The Board shall not be responsible for obtaining insurance on such additions, alterations or improvements unless and until such Unit Owner shall make such report and request the Board, in writing, to obtain such insurance, and shall make arrangements satisfactory to the Board for such additional premiums; 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. "Additions" or "alterations" shall mean property attached to the Unit and not readily removable without damage to the Unit, including, but not limited to carpeting, special flooring, special wall covering and paneling. The insurance coverage described in this Paragraph G shall not be deemed to include personal property owned by the Unit Owner and not attached to the Unit.

H. **RELEASE.** Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board, the manager and managing agent of the Property, if any, and their respective employees and agents, for any damage to the Common Elements, the Units, or to any personal property located in the Unit 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.

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I. **CANCELLATION OF INSURANCE.** The Board shall be responsible, in the event any insurance required under subparagraph 1, 2 or 3 of the preceding Paragraph A is cancelled, for serving notice of such cancellation upon each insured thereunder.

J. **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.

K. **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.

ARTICLE VII **MAINTENANCE, ALTERATIONS AND DECORATING**

A. **MAINTENANCE, REPAIRS AND REPLACEMENTS BY UNIT OWNER.** Except as required by the Act or otherwise provided in this Declaration, each Unit Owner, at such Unit Owner's sole cost and expense, shall provide and be responsible for all maintenance, repair and replacement required to keep in good condition (i) the Unit owned by such Unit Owner; (ii) all refrigerators, ranges, ovens, dishwashers, air conditioning units, appliances and heating, lighting, plumbing and electrical fixtures and equipment within such Unit and serving only such Unit; and (iii) that the portion of the Limited Common Elements contiguous to and adjoining such Unit; provided, however, the Board may elect to be responsible for the maintenance, repair or replacement of any such Limited Common Elements which are the responsibility of such Unit Owner, in which event all costs and expenses incurred by the Board in connection therewith shall be part of the Common Expenses. In addition, thereto, the Commercial Units shall be responsible to maintain all plate glass pertaining to their Unit.

B. **MAINTENANCE, REPAIR AND REPLACEMENT BY THE BOARD.** The Board shall provide and be responsible for all maintenance, repair and replacement required to keep in good condition the Common Elements other than the Limited Common Elements. The cost and expense of the maintenance, repair and replacements of the Common Elements (other than the Limited Common Elements) and the cost and expense of the maintenance, repair and replacement of the Limited Common Elements, if any, which the Board elects to maintain, repair or replace shall be part of the Common Expenses.

C. **PAYMENT OF MECHANICS' LIEN CLAIMS BY THE BOARD.** The Board may cause to be discharged any mechanics' lien or other encumbrance which arises from labor or material furnished or supplied after the date of this Declaration and which, in the opinion of the Board, may constitute a lien against the Property and/or the Common Elements rather than a lien against a particular Unit Ownership. If all of the Unit Owners are responsible for the existence of any such lien against the Property and/or Common Elements, the amount paid by the Board to discharge such lien, and the costs and expenses (including attorneys' fees) incurred by reason of such lien shall be part of the Common Expenses. If less than all the Unit

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Owners are responsible for the existence of any such lien against the Property and/or the Common Elements, the Unit Owners responsible for such lien shall be jointly and severally liable for the amount necessary to discharge such lien and the costs and expenses (including attorneys' fees) incurred by reason of such lien.

D. **BOARD'S ELECTION TO REPAIR UNIT.** Whenever the Board shall determine, in its discretion, that any maintenance, repair or replacement of any portion of any Unit or the Limited Common Elements which the Unit Owner of such Unit is required to maintain, repair or replace pursuant to Paragraph A above is necessary to protect (i) the portion of the Common Elements which the Board is required or has elected to maintain, repair or replace under this Declaration; or (ii) any other portion of the Property, the Board may cause a written notice of the necessity for such maintenance, repair or replacement to be served by delivering a copy thereof to any Occupant of such Unit or by mailing the same by certified mail addressed to the Unit Owner at the Unit. If such Unit Owner fails or refuses to perform any such maintenance, repair or replacement within a reasonable time stated in the notice (or extension thereof approved by the Board), the Board may cause such maintenance, repair or replacement to be performed at the cost and expense of such Unit Owner.

E. **DAMAGE CAUSED BY A UNIT OWNER.** If, due to the act or neglect of a Unit Owner, a member of his family, a guest, employee, invitee, tenant or other Occupant or visitor of such Unit Owner (i) damage shall be caused to any portion of the Common Elements which the Board is required or has elected to maintain, repair or replace, such Unit Owner, promptly upon demand by the Board, shall reimburse the Board for the amounts paid by the Board to repair such damage; or (ii) damage shall be caused to any Unit or other portion of the Property which a Person other than such Unit Owner is required to maintain, repair or replace, such Unit Owner, promptly upon demand by such Person, shall reimburse such Person for the amounts paid by such Person to repair such damage.

F. **AUTHORITY OF BOARD.** The Board shall have authority to take or refrain from taking any action pursuant to this Article VII. Nothing in this Article shall be construed to impose a contractual liability on the Board for maintenance, repair or replacement, and the Board's liability shall be limited to damages resulting from negligence. All expenses, which pursuant to this Article VII are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

G. **IMPROVEMENTS BY A UNIT OWNER.** No alteration of any Common Elements or any additions or improvements thereto shall be made by any Unit Owner without the prior written approval of the Board. Any Unit Owner may make alterations, additions and improvements within the Unit owned by such Unit Owner after written notice to the Board and without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the Property as a result of such alterations, additions or improvements. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any of the buildings, or which would structurally change any of the Buildings. Notwithstanding anything to the contrary set forth in this Paragraph G, no Unit Owner may make any modification to or tamper with any master television outlet in any Unit owned by such Unit Owner, and no Unit Owner may make any

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connection to any such outlet unless such connection is approved by the Board and the Unit owner pays the fee specified by the Board for such connection.

H. **DECORATING**. Each Unit Owner shall furnish and be responsible for, at such Unit Owner's sole cost and expense, all the decorating of the Limited Common Elements adjoining such Unit, including without limitation, painting, wall papering, washing of the interior surfaces of windows, patio or balcony doors and other glass, other cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Notwithstanding the foregoing, the use of and the covering of the surfaces of windows, whether by draperies, shades or other items visible on the exterior of any of the Buildings, and the use and decorating of balconies and patios shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than the Limited Common Elements) and any redecorating of Units caused by maintenance, repair or replacement work on any of the Common Elements by the Board, shall be furnished by the Board as part of the Common Expenses.

ARTICLE VIII **SALE, LEASING OR OTHER ALIENATION**

A. **SALE OR TRANSFER**. The Association shall have no right of first refusal on any sale, devise, bequeath, gift, transfer, enforcement sale or inheritance of any Units.

B. **LEASE**. 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. No Unit may be used and/or leased for hotel or transient purposes, to include but not be limited to, use for a bed and breakfast, vacation rental, hostel, or other type of short-term rental, including without limitation use and/or leasing of a Unit via websites such as Airbnb, HomeAway, VRBO, or other similar sites and/or applications. Such use of a Unit is a violation of the Declaration. In no event shall any lease be for a term of less than thirty (30) days. The Board may impose, by its By-Laws or rules and regulations, reasonable restrictions in the leasing of Units. Such restrictions shall include, but are not limited to the following:

1. Prior information as to the proposed tenant;
2. Restrictions as to the number of occupants;

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3. Restrictions as to the duration of leases;
4. Regulations regarding the inclusion in all leases of such reasonable provisions so as to ensure enforcement of all Condominium rules and regulations including, but not limited to, promulgation of required form of lease agreement;
5. Limitations pertaining to the number of Units which may be leased at one time;
6. For Units 101, 102, 103, 104 and 105, restrictions relating to the permitted uses of such Units

ARTICLE IX MISCELLANEOUS PROVISIONS RESPECTING MORTGAGES

The following provisions are intended for the benefit of each holder of a recorded first mortgage or trust deed encumbering a Unit Ownership ("First Mortgagee") and to the extent if at all that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control.

A. Upon request in writing, to the Association identifying the name and address of the First Mortgagee or the insurer or guarantor of a recorded first mortgage or trust deed on a Unit ("Insurer or Guarantor) and the Unit number, the Association shall furnish each First Mortgagee, Insurer or Guarantor a written notice of any Unit Owner's obligations under this First Mortgagee of a Unit who comes into possession of the said Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Unit which become due prior to (i) the date of the transfer of title; or (ii) the date on which the holder comes into possession of the Unit, whichever occurs first (except for any sums which are reallocated among the Unit Owners pursuant to the Declaration).

B. Upon request in writing, each First Mortgagee, Insurer or Guarantor shall have the right:

1. To examine current copies of this Declaration, the By-Laws, rules and regulations and the books and records of the Association during normal business hours;
2. To receive, without charge and within a reasonable time after such request, any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Unit Owners at the end of each of its respective fiscal years, provided, however, that in the event an audited financial statement is not available, 51% or more of the First Mortgagees (by number) shall be entitled to have such an audited statement prepared at their expense;

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3. To receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;
4. To receive written notice of any decision by the Unit Owners to make material amendment to the Declaration, By-Laws contained herein or Articles of Incorporation;
5. To receive written notice of any lapse, cancellation or modification of any insurance policy or fidelity bond maintained by the Association; and
6. To receive written notice of any action which would require the consent of a specified percentage of First Mortgagees.

C. No provisions of this Declaration or Articles of Incorporation of the Association, or any similar instrument pertaining to the Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over the rights of the First Mortgagees pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units and/or the Common Elements, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Units affected shall be entitled, upon specific written request, to timely written notice of any such loss.

D. Unless the First Mortgagees of all of the Units which are a part of the Property have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to:

1. by act or omission, seek to abandon or terminate the condominium regime, except for abandonment provided by the Act in case of substantial loss to or condemnation of the Units and/or the Common Elements.
2. change the pro rata interest or obligations of any Unit Owner for (i) purposes of levying assessments or charges, or allocating distributions of hazard insurance proceeds or condemnation awards; and (ii) determining the pro rata share of ownership of each Unit Owner in the Common Elements, except as provided in Sections 8.02 and 8.03 hereof;
3. use hazard insurance proceeds for losses to any Property (whether to Units or to Common Elements) for other than the repair, replacement or construction of such improvements, except as provided by the Act in case of substantial loss to the Unit and/or the Common Elements.

E. Unless the First Mortgagees of the individual Units representing at least 51% of the votes in the Association have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to:

1. amend the provisions of this Declaration concerning Capital Reserves, voting rights, responsibility for maintenance and repairs, insurance or fidelity bonds and leasing of Units;

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2. impose any restrictions on a Unit Owner's right to sell or transfer his Unit; and
3. terminate professional management of the Property and assume self-management thereof.

F. Upon specific written request to the Association, each First Mortgagee, Insurer or Guarantor of a Unit shall be furnished notice, in writing, by the Association of any damage to or destruction or taking of the Common Elements if such damage or destruction or taking exceeds \$50,000, or if damages shall occur to a Unit in excess of \$10,000, notice of such event shall also be given.

G. If any Unit or portion thereof, or the Common Elements or any portion thereof is made, the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee, Insurer or Guarantor of said Unit will be entitled to timely written notice upon specific written request of any such proceeding or proposed acquisition and no provisions of any document will entitle the owner of a Unit or other party to priority over such First Mortgages with respect to the distribution to such Unit of the proceeds of any award or settlement.

H. 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.

ARTICLE X DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF PROPERTY

A. **SUFFICIENT INSURANCE.** In the event the improvements forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause, and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefore; provided, however, that in the event within 180 days after said damage or destruction the Unit Owners shall elect either to sell the Property as hereinafter provided in Article XI hereof, or to withdraw the Property from the provisions of this Declaration and from the provisions of the Act as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto, after first paying out of the share

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of each Unit Owner the amount of any unpaid liens on his Unit in the order of the priority of such liens.

B. INSUFFICIENT INSURANCE:

1. If the insurance proceeds are insufficient to reconstruct the Property and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Property within 180 days from the date of damage or destruction, then the provisions of the Act shall apply.
2. In the case of damage or other destruction in which fewer than $\frac{1}{2}$ of the Units are rendered uninhabitable, upon the affirmative vote of not fewer than $\frac{3}{4}$ of the Unit Owners voting at a meeting called for that purpose, the Property shall be reconstructed. The meeting shall be held within 30 days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within 90 days of the occurrence. At such meeting, the Board or its representative shall present to the members present an estimate of the cost of repair or reconstruction and the estimated amount of necessary assessments against each Unit Owner.
3. In the case of damage or other destruction, upon affirmative vote of not fewer than $\frac{3}{4}$ of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly upon the basis of diminution in market value of the Unit as determined by the Board. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Elements will be distributed in accordance with the interest of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

C. EMINENT DOMAIN. In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provisions for withdrawal from the provisions of the Act of such portion so taken may be made by the Board. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly upon the basis of diminution in market value of the Unit as determined by the Board. The allocation

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of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal or any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

D. REPAIR, RESTORATION OR RECONSTRUCTION OF THE IMPROVEMENTS. As used in this Article, "repair, restoration or reconstruction" of improvements means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction with each Unit and Common Elements having the same vertical and horizontal boundaries as before.

ARTICLE XI **SALE OF THE PROPERTY**

At a meeting duly called for such purpose, the Unit Owners, by affirmative vote of Voting Members having at least 90% of the total vote, may elect to sell the Property as a whole. Within ten (10) days' after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit entitled to notice under this Declaration. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts 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 objections thereto with the Board within 20 days after the date of the meeting at which such sale was approved, shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest as determined by an 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 a qualified appraiser experienced in the appraisal of condominium units in the Chicago, Illinois Metropolitan area, and the two so selected shall select a third appraiser experienced in the appraisal of condominium units in the Chicago, Illinois Metropolitan area, and the fair market value as determined by a majority of the three so selected shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The cost of the appraisal shall be divided equally between such Unit Owner and the Board, and the Board's share of said cost shall be a Common Expense.

ARTICLE XII **BY-LAWS**

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

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ARTICLE XIII ADMINISTRATION

A. **ADMINISTRATION OF PROPERTY.** The direction and administration of the Property shall be vested in the Board of Directors (herein sometimes referred to as the "Board") which shall consist of five (5) persons who shall be elected in the manner hereinafter set forth. 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, or other legal entity, or beneficiary of such trust, shall be eligible to serve as a member of the Board. If a Unit Owner owns more than one Unit and is a corporation, partnership, trust or other legal entity, other than a natural person, then any number of agents or beneficiaries of such Unit Owner may be directors, provided that the number of such Unit Owner's agents or beneficiaries who become directors shall not exceed the number of Units owned by such Unit Owner. If a director fails to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant. 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.

B. **ASSOCIATION.** The Association has been formed prior to the recording hereof as a not-for-profit corporation under the General Not-for-Profit Corporation Act of the State of Illinois; and for the purposes and having the powers prescribed in the Act and having the name (or a name similar thereto) **FLAT IRON PLACE CONDOMINIUM ASSOCIATION** and shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Property. The Board shall be deemed to be the "Board of Managers" for the Unit Owners referred to in the Act. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions contained herein. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner, and such membership shall automatically terminate when he ceases to be a Unit Owner, and upon the transfer of his ownership interest the transferee thereof shall likewise succeed to such membership in the Association. The Association shall have one class of membership.

C. **VOTING RIGHTS.**

1. Except as otherwise provided in Article XII herein, there shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "Voting Member." Such Voting Member may be the Unit Owner or one of the group composed of all the owners of a Unit Ownership, or be some person designated by such Unit Owner or Unit Owners or his duly authorized attorney-in-fact, shall bear the date of its execution, and shall be invalid after eleven (11) months from the date of execution unless otherwise provided in the proxy. Any or all such Unit Owners may be present at any meeting of the Voting Members and (those constituting a group acting as a single Voting Member) may vote or take any other action as a Voting Member either in person or by proxy. If a Unit Owner is a trust, then the voting rights of such Unit Owner may be exercised by a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, then

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the voting rights of said Unit Owner or beneficiary may be exercised by an officer, partner or employee of such Unit Owner or beneficiary. The total number of votes of all Voting Members shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit "B;" provided that 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.

2. 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.

D. MEETINGS.

1. **Quorum.** Meetings of the Unit Owners shall be held at the Property or at such other place in Cook County, Illinois as may be designated in any notice of a meeting. The presence, in person or by proxy, 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 otherwise expressly provided herein, any action may be taken at any meeting of the Unit Owners at which a quorum is present upon the affirmative vote of the Unit Owners having a majority of the total votes present at such meeting.
2. **Annual Meetings.** There shall be an annual meeting of the Voting Members on the second Tuesday of December at 7:30 p.m., or at such other reasonable time or date as may be designated by written notice of the Board delivered to the Voting Members.
3. **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, provided, however, that the following matters shall require the approval of Voting Members owning at least 2/3 of the Units: (i) the merger or consolidation of the Association; (ii) sale, lease, exchange, or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the Association; and (iii) the purchase or sale of land or of Units on behalf of all Unit Owners. Special Meetings

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may be called by written notice authorized by a majority of the Board, the President of the Board, or by 20% of the Unit Owners, and delivered not less than ten (10) days and no more than 30 days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting, and the matters to be considered. Matters to be submitted to the Unit Owners at special membership meetings shall be submitted by the Board. Special meetings of the Board can be called by the President or twenty-five percent (25%) of the members of the Board.

E. **NOTICE OF MEETINGS.** Except as otherwise provided herein, notices of meetings of the Voting Members required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains if no address has been given to the Board, provided that any such notice shall be delivered no less than ten (10) days, and no more than 30 days prior to the date fixed for such meeting, and shall state the time, place and purpose of such meeting. A copy of such notice of meeting required to be given herein shall be posted in a conspicuous place in the Building at least 48 hours prior to the time fixed for such meeting.

F. **BOARD OF DIRECTORS.**

1. In all elections for members of the Board, each Voting Member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. At the first annual meeting, five (5) board members were elected. The three (3) persons receiving the highest number of votes were elected to a term of two (2) years, and the two persons receiving the next highest number of votes were elected for a term of one (1) year. The election as between candidates receiving the same number of votes shall be determined by lot. All members of the Board shall be elected at large. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors were shall be elected for a term of two years each. The Voting Members owning at least 2/3 of the Units may, from time to time, at any annual or special meeting, increase or decrease the term of office of Board members, provided that the terms of at least 1/3 of the persons on the Board shall expire annually. Members of the Board shall receive no compensation for their services. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the Voting Members present at the meeting at which the vacancy occurs, the next annual meeting or a special meeting of the Voting Members called for such purpose. The remaining members of the Board may also 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 this Declaration, the Property shall be managed by the Board,

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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; provided, however, that (i) each Unit Owner shall be entitled to notice in the same manner as provided in Section E hereof of any meeting of the Board called for the purpose of considering the adoption of the proposed annual budget or on any increase or establishment of an assessment; and (ii) the Board shall meet no less than four times each year. 2/3 of the total number of members on the Board shall constitute a quorum. Any member of the Board may succeed himself.

- 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 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

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means for voting shall be distributed to all Unit Owners not less than ten (10) and not more than thirty (30) days before the election meeting, and the Board shall give Unit Owners not less than twenty one (21) days' prior written notice of the deadline for inclusion of a candidate's name on the ballots; the deadline shall be no more than seven (7) days before the instructions for voting using electronic or acceptable technological means is distributed to Unit Owners; every instruction noticed must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity cast votes for candidates whose names do not appear on the ballot; a Unit Owner who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, thereby avoiding any vote previously submitted by that Unit Owner;

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

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

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

3. The Board shall elect from amongst its members a President who shall preside over both its meetings and those of the Voting Members, and who shall be the chief executive officer of the Board and the Association, and who shall be designated to execute all amendments hereto as provided herein and in the Act; a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members, who shall be designated as the person to mail and receive all notices as provided for in the Condominium Property Act and in this Declaration, and who shall in general perform all of the duties incident to the office of the Secretary; and a Treasurer to keep the financial records and books of account; and such additional officers as the Board shall see fit to elect from amongst the members of the Board. The term of office for each officer shall be until the next succeeding annual meeting pursuant hereto. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of the Board. Any director elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by a vote of 2/3 of the total membership of the Board at a special meeting hereof. Any officer may succeed himself.
4. Notice of every meeting of the Board shall be given to every Board member at least forty-eight (48) hours prior thereto, unless the Board member waives notice of the meeting pursuant to subsection (a) of Section 18.8 of the Act. In addition, notice of every meeting of the Board shall be posted in entranceways, elevators, or other conspicuous places in the condominium at least forty-eight (48) hours prior to the meeting of the Board except where there is no common entranceway for seven (7) or more Units, the Board may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted. Notice of every meeting of the Board 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 need be given to any Unit Owner.
5. Every meeting of the Board shall be open to any Unit Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting to: (i) discuss litigation when an action against or on behalf of the Association has been filed

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

6. 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 the Voting Members at the same meeting or any subsequent meeting called for that purpose.
7. 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.
8. In the event of a resale of a Unit, the purchaser of a Unit from a seller pursuant to an installment contract to purchase shall during such times as he or she resides in the Unit be counted toward a quorum for purposes of election of members of the Board at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of members of the Board and to be elected to and serve on the Board unless the seller expressly retains in writing any or all such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of an installment contract shall be made available to the Association or its agent. For purposes of this section "installment contract" shall have the same meaning as set forth in Section 1(e) of "the Dwelling Unit Installment Contract Act."
9. The Board may disseminate to the Unit Owners biographical and background information about candidates for election to the Board if reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated; and the Board does not express a preference in favor of any candidate.

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G. **GENERAL POWERS OF THE BOARD.** The Board shall have the following general powers:

1. The Board may engage the services of an agent to manage the portions of the Property for which the Board is responsible pursuant to this Declaration, to the extent deemed advisable by the Board; provided, however, that any agreement for professional management, except as hereinafter provided, shall provide for termination by the Board without cause upon 90 days' written notice without payment of a termination fee, provide for termination with cause by the Board on 30 days' written notice without payment for termination fees, and shall have a term not to exceed one (1) year, renewable by agreement of the parties for successive one-year periods. The initial agreement for professional management may provide for a monthly rate and subject to such terms as are consistent with competitive rates and terms prevailing in the area which the Property is located, expiring two (2) years from the date of recording this Declaration, subject to termination for cause by the Association upon 30 days' written notice.
2. The Board or its agents, upon reasonable notice, may enter any Unit when necessary in connection with the maintenance or construction for which the Board is responsible, or to make emergency repairs as may be necessary to prevent damage to the Common Elements or to any other Unit or Units.
3. The Board's powers hereinafter enumerated shall be limited in that the Board shall have no authority to acquire and pay for from the maintenance fund any structural alterations, capital additions to, or capital improvements of the Common Elements (other than for the purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration, or unless required for emergency repair, protection or operation of the Common Elements) requiring an expenditure in excess of \$5,000.00 without, in each case, the prior written approval of Unit Owners owning at least 2/3 of the Units.
4. All agreements, contracts, deeds, leases, vouchers for payment for expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board, and in such manner as from time to time shall be determined by written resolution of the Board. The absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President of the Board.
5. Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.
6. The Board may engage the services of a manager or managing agent, and the Board shall have the power and duty to provide for the designation, hiring and removal of employees and other personnel, including lawyers and accountants, 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 to delegate any such

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powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent).

7. The Board shall have the power to exercise all other powers and duties of the Board of Directors or Unit Owners as a group referred to in the Declaration or the Act. More specifically, the Board shall exercise for the Association all powers, duties and authority vested therein by law or the Condominium Instruments except for such powers, duties and authority reserved thereby to the members of the Association. The powers and duties of the Board shall include, but shall not be limited to the following matters:
 - a. Operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. Nothing in this subsection () shall be deemed to invalidate any provision in the Declaration or By-Laws placing limits on expenditures for the Common Elements, provided, that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. The terms "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment, with the functional equivalent of the original portions of such areas. Replacement of the Common Elements may result in an improvement over the original quality of such elements or facilities; provided that, unless the improvement is mandated by law or is an emergency as defined in Section 18(a)(8)(iv) of the Act, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within twenty-one (21) days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the expenditure; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified;
 - b. Snow removal and cleaning of adjoining sidewalks, alleys and driveways;
 - c. Preparation, adoption and distribution of the annual budget for the Property;
 - d. levying and expending of assessments;
 - e. Collection of assessments from Unit Owners;
 - f. Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;
 - g. Obtaining adequate and appropriate kinds of insurance;
 - h. Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by it;

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- i. Adoption and amendment of rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Condominium Property Act, except that no quorum is required at such meeting of the Unit Owners. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, including, but not limited to, the free exercise of religion, nor may any rules or regulations conflict with the provisions of the Condominium Property Act or the condominium instruments. No rule or regulation shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a condominium Unit;
- j. Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- k. To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements (to the extent the Association is responsible for such maintenance, repair or replacement) therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to other Unit or Units;
- l. Pay real property taxes, special assessments and any other special taxes and 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;
- m. Impose charges for late payments 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, levy reasonable fines for violation of this Declaration and rules and regulations of the Association;
- n. 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;
- o. 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;
- p. 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

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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;

- q. Maintain all landscaping and streetlights located therein;
 - r. Regulate the type, location and quality of signage utilized by the Commercial Unit Owners (or their tenants), provided, however, the Board shall act reasonably in such matters to allow Commercial Unit Owners to reasonably identify their business on offices located therein;
 - s. 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;
 - t. To reasonably accommodate the needs of a Unit Owner who is a person with a disability as required by the federal Civil Rights Act of 1968, the Human Rights Act and any applicable local ordinances, in the exercise of its powers with respect to the use of Common Elements or approval of modifications in an individual Unit;
 - u. 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; and
 - v. To adopt and amend rules and regulations (1) authorizing electronic delivery of notices and other communications required or contemplated by the Condominium Property Act to each Unit Owner who provides the Association with written authorization for electronic delivery and an electronic address to which such communications are to be electronically transmitted; and (2) authorizing each Unit Owner to designate any electronic address or a U.S. Postal Service address, or both, as the Unit Owner's address on any list of members or Unit Owners which the Association is required to provide upon request pursuant to any provision of the Condominium Property Act or any condominium instrument;
8. Subject to the provisions of Article IV hereof, the Board, for the benefit of all the Unit Owners, shall acquire and shall pay from the maintenance fund hereinafter provided for, the following:

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- a. Operating expenses of the Common Elements, including water, electricity, telephone and other necessary utility services for the Common Elements and (if not separately metered or charged) for the Units;
 - b. Services of any person or firm to act on behalf of the Unit Owners in connection with real estate taxes and special assessments on the Unit Ownership, and in connection with any other matter where the respective interests of the Unit Owners are deemed by the Board to be similar and non-adverse to each other. The cost of such services shall be Common Expenses;
 - c. Painting, cleaning, outside window washing, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements, but not including the interior surfaces of the Units and of the hallway and perimeter doors appurtenant thereto, and repair of windows and frames and screens which are the Unit Owners' and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper;
 - d. Any other materials, supplies, utilities, furniture, equipment, labor, services, maintenance, repairs or structural alterations which the Board is required to secure or pay for pursuant to the terms of this Declaration and By-Laws, or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first-class condominium development, or for the enforcement of the restrictions contained herein;
 - e. Any amount necessary to discharge any mechanics' lien or other encumbrance levied against the entire Property or any part thereof which may, in the opinion of the Board, constitute a lien against the Property or against the Common Elements rather than merely against the interests therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Board by reason of said lien or liens shall be specifically assessed to said Unit Owners;
 - f. Maintenance and repair of any Unit if such maintenance or repair is necessary in the discretion of the Board to protect the Common Elements or any other portion of the Building, or if a Unit Owner of any Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to the said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair.
9. The Board, by a vote of at least 2/3 of the persons on the Board, shall have the authority to lease or grant licenses, concessions and contracts with respect to any part of the Common Elements, all upon such terms as the Board appropriate.

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10. The Board shall have the power to bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for Common Expenses under the Act, or at a sale pursuant to an order of direction of a court, or other involuntary sale, upon the consent or approval of Unit Owners owning not less than 66-2/3% in the aggregate of the undivided ownership of the Common Elements.
11. The Association shall have no authority to forebear the payment of assessments by any Unit Owner.
12. 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.
13. 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.
14. The Board may ratify and confirm actions of the members of the Board taken in response to an emergency, as that term is defined in the Condominium Property Act, and that the Board shall give notice to the Unit Owners of: (i) the occurrence of the emergency event within seven (7) business days after the emergency event, and (ii) the general description of the actions taken to address the event within seven (7) days after the emergency event.
15. In the performance of their duties, the officers and members of the Board shall exercise the care required of a fiduciary of the Owners.

H. **LIABILITY OF THE BOARD OF DIRECTORS.** Neither the members of the Board nor the officers of the Association shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers of the Association on behalf of the Unit Owners or arising out of their status as Board members or officers unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of this Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to counsel fees, amounts of judgments paid, and all amounts paid or received in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal,

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administrative or other, in which any member of the Board or officers of the Association may be involved by virtue of such persons being or having been such member or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such member or officer; or (ii) any matter settled or comprised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such member or officer. It is also intended that the liability of any Unit Owner arising out of any contract made by or other acts of the Board or officers of the Association, or out of the aforesaid indemnity in favor of the members of the Board and officers of the Association, shall be limited to such proportion of the total liability hereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Every agreement made by the Board on behalf of the Unit Owners shall provide that the members of the Board are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

I. **RESALE OF UNITS.** In the event of a resale of any Unit by a Unit Owner, and within 10 business days after the written request by such Unit Owner, the Board shall deliver a copy of each of the documents and make the disclosures described in and required by Section 22.1 of the Act. The Board shall be allowed to charge a reasonable fee, not to exceed the maximum amount prescribed by the Act, for providing such information.

ARTICLE XIV MEMBERS (UNIT OWNERS)

A. **VOTING RIGHTS.** There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such Voting Member shall be the Unit Owner or one of the Persons included in the Unit Owner of a Unit Ownership, or the beneficiary or one of the beneficiaries of a land trust which is a Unit Owner, or some person (who need not be a Unit Owner) designated by such Unit Owner or beneficiary or beneficiaries to act as proxy on behalf of such Unit Owner or beneficiary or beneficiaries. Such designations shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner. Any or all of the persons included in the Unit Owner of a Unit Ownership, and their designee, if any, may be present at any meeting of the Voting Members, but only the Voting Member of the Unit Ownership may vote or take any 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. The total number of votes of all Voting Members shall be 100, and each Unit Owner shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to such Unit Owner's

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Unit Ownership as set forth in Exhibit "B" attached hereto. Voting shall be on a percentage basis. The Association shall have one class of membership only, and nothing contained in the Condominium Instruments shall permit or allow different classes of membership among the Unit Owners.

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

C. **ANNUAL MEETING.** There shall be an annual meeting of the Voting Members on the second Tuesday of December at 7:30 p.m., or at such other reasonable time or date (not more than 30 days before or after such date) as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days or more than 30 days prior to the date fixed for said meeting, one of the purposes of which shall be to elect members of the Board.

D. **SPECIAL MEETINGS.** Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President of the Board, a majority of the Board, or by the Voting Members having 20% of the total votes, and delivered not less than ten (10) days or more than 30 days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. Matters to be submitted at special meetings of the Voting Members shall first be submitted to the Board, at least ten (10) days prior to the special meeting, who shall then submit the matters to the Voting Members.

E. **NOTICES OF MEETINGS.** Written notices of membership meetings required to be given under this Declaration may be delivered either personally or by mail to the person entitled to vote thereat, addressed to each such person at the address given by such person to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains if no address has been given to the Board, and provided that any such notice shall be delivered no less than ten (10) and no more than thirty (30) days' notice of the time, place, and purpose of such meeting, except that notice may be sent, to the extent the condominium instruments or Rules adopted thereunder expressly so provide, by electronic transmission consented to by the Unit Owner to whom the notice is given, provided that a Board member or Officer or his agent certifies in writing to the delivery by electronic means.

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ARTICLE XV COMMON EXPENSES - MAINTENANCE FUND

A. **PREPARATION OF ESTIMATED BUDGET.** On or before November first of each year and subject to the provisions of Article XIII, subparagraph F(2), the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies 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 adequate reserves, including without limitations amounts to maintain a Capital Reserve, as hereinafter defined in Section B hereof, and within 15 days thereafter, notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof and containing each Unit Owner's respective assessment, provided, however, that 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. Said "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto. On or before January first of the ensuing year, and the first day of each and every month of said year, each Unit Owner, jointly and severally, shall be personally liable for and obligated to pay to the board or as it may direct, ½ of the assessments made pursuant to this paragraph. On or before April first of each calendar year, the Board shall supply all Unit 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. Such accounting shall, upon the written request of any Unit Owner, be prepared by a certified public accountant, in which event such accounting shall be due as soon as reasonably possible after such request. Any net shortage or excess shall be applied as an adjustment to the installments due under the current year's estimate in the succeeding six (6) months after rendering of the accounting, subject, however, to the provisions of Section B hereof. For purposes of this Declaration and the management and operation of the Property, the calendar year shall be deemed to be the fiscal year of the Association.

B. **CAPITAL RESERVE - SUPPLEMENTAL BUDGET.** The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Common Elements (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Elements and equipment owned by the Association, as well as periodic projections of the cost anticipated major repairs or improvements to the Common Elements, or the purchase of equipment to be used by the Association in connection with its duties hereunder. Each budget shall disclose that percentage of the annual assessments which shall be added to the Capital Reserve, and each Unit Owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the annual assessment paid by such Unit Owner. Extraordinary expenditures not originally included in the annual estimate which become necessary during the year shall be charged first against such portions of any contingency reserve or Capital Reserve, as applicable, which remains

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unallocated. If the estimated Common Expenses contained in the budget prove inadequate for any reason, or in the event a non-recurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or non-recurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a special or separate assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount. Any such special or separate assessment, if it involved proposed expenditures resulting in a total payment assessed to a Unit equal to the greater of (i) five (5) times the Unit's most recent monthly assessment; or (ii) \$300.00, shall be subject to the affirmative vote of at least 2/3 of the total ownership of the Common Elements at a meeting specifically called for approving such special or separate assessment.

C. **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.

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

E. **BOOKS AND RECORDS OF THE ASSOCIATION.**

1. 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:
 - a. The Association's Declaration, By-Laws, and plats of survey, and all amendments of these;
 - b. The rules and regulations of the Association, if any;
 - c. If the Association is incorporated as a corporation, the articles of incorporation of the Association and all amendments to the articles of incorporation;
 - d. Minutes of all meetings of the Association and its Board of Managers for the immediately preceding 7 years;
 - e. All current policies of insurance of the Association;

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- f. 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;
 - g. A current listing of the names, addresses, email addresses, telephone numbers, and weighted vote of all members entitled to vote;
 - h. 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;
 - i. 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
 - j. any reserve study.
2. Any member of the Association shall have the right to inspect, examine, and make copies of the records described in subsections (a), (b), (c), (d), (e), (f), (i) and (j) of subsection 1 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.
 3. Except as otherwise provided in subsection 5 of this Section, any member of an Association shall have the right to inspect, examine, and make copies of the records described in subsections (g) and (h) of subsection 1 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(l) of the Act upon any person who makes a false certification. Subject to the provisions of subsection 5 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 (h) of subsection 1 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.

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4. 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.
5. Notwithstanding the provisions of subsection 3 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:
 - a. documents relating to appointment, employment, discipline, or dismissal of association employees;
 - b. documents relating to actions pending against or on behalf of the Association or its Board of Managers in a court or administrative tribunal;
 - c. 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;
 - d. documents relating to common expenses or other charges owed by a member other than the requesting member; and
 - e. 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 (g) or (h) of subsection 1 of this section, or information derived from such records, in any form for sale, resale, or solicitation or advertisement for sales or services.

F. **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 or user charges) 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".

G. **USER CHARGES.** The Board may establish, and each Unit Owner shall pay user charges to defray the expense of providing services, facilities or benefits which may not be used equally or proportionately by all of the Unit Owners or which, in the judgment of the Board, shall not be charged to every Unit Owner. Such expense may include such services and facilities provided to Unit Owners which the Board determines should not be allocated among all of the Unit Owners in the same manner as the Common Expenses. Such user charges may be billed separately to each Unit Owner benefited thereby or may be added to such Unit Owner's share of the Common Expenses, as otherwise determined and collected as a part thereof.

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Nothing herein shall require the establishment of user charges pursuant to this Section G, and the Board may elect to treat all or any portion thereof as Common Expenses.

H. **NON-USE AND ABANDONMENT.** No Unit Owner may waive or as otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or their Units.

I. **ASSESSMENTS.** If a Unit Owner is in default in the monthly payment of the aforesaid charges of assessments for 30 days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all unit owners, to enforce collection thereof or to foreclosure the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the court. To the extent permitted by any decision or any statute or law now or hereafter effective the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the unit ownership of the unit owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of the foreclosure of liens against real estate. Such lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by any bank, insurance company, savings and loan association, or other lender shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered unit ownership which became due and payable subsequent to the date the encumbrancer either takes possession of the unit, accepts a conveyance of any interest in the unit ownership or has a receiver appointed in a suit to foreclose its lien. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any unit owner shall fail to pay the proportionate share of the common expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include: (1) the right to enforce the collection of such defaulting unit owner's share of such expenses (whether due by acceleration or otherwise) together with interest thereon at the maximum rate permitted by law, and all fees and costs (including reasonable attorneys' fees) incurred in the collection thereof; (2) the right, by giving such defaulting unit owner five (5) days' written notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses occurring with respect to the balance of the assessment year; and (3) the right to take possession of such defaulting unit owner's interest in the property, to maintain for the benefit of all the other unit owners an action for possession in the manner prescribed in "an Act in regard to Foreable Entry and Detainer," approved February 16, 1874, as amended and to execute leases of such defaulting unit owner's interest in the property and apply the rents derived therefrom against such expenses.

ARTICLE XVI

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units and Common Elements shall be owned, occupied and used subject to the following covenants and restrictions, and subject to the further regulation of the Board as herein provided:

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A. **GENERAL USE.** Notwithstanding the designation herein of Units 101 through 105 as Commercial Units and Units 201 through 302 as Residential Units, all of the Units may be used for any residential and/or commercial purpose permitted by applicable law. No Unit shall (without the prior written consent of the Board) be occupied for sleeping quarters by more than the following number of persons:

1-Bedroom Unit	3 Persons
2-Bedroom Unit	4 Persons
3-Bedroom Unit	6 Persons

No Unit Owner shall be entitled to or obtain a zoning variation, zoning change or special use permit for use not otherwise permitted by this Declaration unless the change of use or variation is first approved by the Board of Directors and a majority of the Unit Owners. 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 AND UNIT MAINTENANCE.** There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without prior consent of the Board except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit and the Limited Common Elements adjoining his Unit.

C. **PROHIBITED USE.** Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on any of the Buildings or contents thereof without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on any of the Buildings or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements. No Unit Owner shall overload the electric wiring in any of the Buildings, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system without the prior written consent of the Board.

D. **UNIT OWNER INSURANCE.** Each Unit Owner shall be responsible for his own insurance on his personal property in his own Unit, his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by the liability insurance for all the Unit Owners obtained by the Board as hereinbefore provided.

E. **EXTERIOR ATTACHMENTS.** Unit Owners shall not cause or permit anything to be placed on the outside walls of any of the Buildings and no sign, awning, canopy, shutter, radio or television antenna shall be fixed to or placed upon the exterior walls or roof of any of such Buildings, or any part thereof, without the prior consent of the Board.

F. **WINDOW TREATMENT.** The use and the covering of the interior surfaces of the glass windows and/or doors appurtenant to the Units, whether by draperies, shades or other

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items visible from the exterior of any of the Buildings shall be subject to the rules and regulations of the Board.

G. **FLOOR COVERINGS.** In order to enhance the soundproofing of the Buildings, the floor coverings for all occupied Units shall meet a certain minimum standard as may be specified by rules and regulations of the Board.

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

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

J. **UNSIGHTLINESS.** No clothes, blankets, laundry or any kind of 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.

K. **PERSONAL EFFECTS.** Except as may be approved by the Board in writing, there shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements.

L. **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,

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

M. **“FOR SALE” AND “FOR RENT” SIGNS.** No “For Sale” or “For Rent” signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such locations and in such form as shall be determined by the Board.

N. **COMMON ELEMENTS.** Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board.

O. **LIMITATIONS ON THE USE OF SMOKING CANNABIS.** The Association’s Condominium Instruments may prohibit or limit the smoking of cannabis, as the term “smoking” is defined in the Cannabis Regulation and Tax Act, within a Unit Owner’s Unit. The Condominium Instruments and rules and regulations shall not otherwise restrict the consumption of cannabis by any other method within a Unit Owner’s Unit, or the Limited Common Elements, but may restrict any form of consumption on the Common Elements.

P. **NON USE.** 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.

Q. **SPECIAL RIGHTS AND OBLIGATIONS WITH REGARD TO LIMITED COMMON ELEMENTS OF UNIT 201.** A portion of the roof area and air space above Unit 201 are designated as a Limited Common Element for the benefit of Unit 201. This section is intended to define the rights and obligations of the Unit Owner of Unit 201 herein created:

1. **Rights.** The Owner of Unit 201 shall have the use of the Limited Common Elements created on the Plat for the area therein defined. The Owner shall be entitled to construct such deck, room, solarium, or other space as herein authorized with stairway access from the Unit 201 Owner’s Unit, as necessary.
2. **Local Codes and Approvals.** Prior to the commencement of construction the Unit Owner shall have prepared detailed sealed plans by a licensed architect and reviewed and certified by an architectural or structural engineer. Such plans shall be approved by all applicable municipal authorities and submitted to the Board of Directors of the Association for approval, which shall not be unreasonably withheld, and shall not be rescinded after such approval except for the reason of the abandonment or failure to commence construction as herein provided. Such plans shall provide for the maintenance and extension of all vents, flue pipes and stacks and shall, in all respects, provide for maintenance of the structural integrity of existing Building components and the reinforcement of such structures as required by the installation of the contemplated improvements.

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3. Security and Contract Provisions. Prior to the commencement of construction, the Unit Owner shall post a completion bond with the Association in an amount estimated by the Unit Owner's architect to be the cost of the improvements (including structural improvements to the Building or Common Elements. All contracts for such improvements shall be with licensed, fully insured contractors and shall contain an express waiver of lien provision and recorded if required by Illinois Statute to be effective.
4. Maintenance of Improvements on Limited Common Elements. All improvements constructed in accordance with this Section Q by the Unit Owner of Unit 201 shall be fully maintained by said Owner in good condition. The Unit Owner shall promptly repair all damage to the Common Elements or Limited Common Elements caused by the construction or maintenance of such improvements. Provided, however, nothing contained herein shall require such Unit Owner to maintain the roof or flashings appurtenant to such improvements which shall be the responsibility of the Association.
5. Abandonment of Such Improvements. In the event of abandonment of such improvements by non-use for a period in excess of 60 days, the Unit Owner of Unit 201 shall be obligated to promptly remove such improvements and restore the premises to their original state upon request of the Association.
6. Dispute Resolution. In the event a dispute shall arise as to whether the Unit Owner of Unit 201 has properly fulfilled his obligations to construct or maintain such improvements, the Association shall be entitled to enlist the services of a licensed architectural or structural engineer who shall render a written opinion on such issues which shall be determinative of the Unit Owner's obligation. The cost of such report shall be borne jointly by the parties.

R. SPECIAL RIGHTS AND OBLIGATIONS WITH REGARD TO LIMITED COMMON ELEMENTS OF UNITS 301 AND 302. That portion of the surface of the roof area and air space above Unit 301 is a Limited Common Element for the benefit of Unit 301 and that portion of the surface of the roof area and air space above Unit 302 is a Limited Common Element for the benefit of Unit 302. This section defines the rights and obligations of the Unit Owners of Units 301 and 302, individually and respectively, for said Limited Common Elements:

1. Rights. The Unit Owners of Units 301 and 302 shall have the use of the Limited Common Elements located above their respective Units, as the Units are delineated on the Plat. The Unit Owners shall be entitled to construct such deck, room, solarium, or other space as herein authorized with stairway access from their respective Units or respective existing exterior decks, as necessary.
2. Local Codes and Approvals. Prior to the commencement of construction, the Unit Owner shall have prepared detailed sealed plans by a licensed architect and reviewed and certified by an architectural or structural engineer. Such plans shall be approved by all applicable municipal authorities and submitted to the Board of Directors of the

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Association for approval, which shall not be unreasonably withheld, and shall not be rescinded after such approval except for the reason of the abandonment or failure to commence construction as herein provided. Such plans shall provide for the maintenance and extension of all vents, flue pipes and stacks and shall, in all respects, provide for the maintenance of the structural integrity of existing Building components and the reinforcement of such structures as required by the installation of the contemplated improvements.

3. Security and Contract Provisions. Prior to the commencement of construction, the Unit Owner shall post a completion bond with the Association in an amount estimated by the Unit Owner's architect to be the cost of the improvements (including structural improvements to the Building and Common Elements). All contracts for such improvements shall be with licensed, fully insured contractors and shall contain an express waiver of lien provision and recorded if required by Illinois Statute to be effective.
4. Maintenance of Improvements on Limited Common Elements. All improvements constructed in accordance with this Section R by the Unit Owner shall be fully maintained by said Unit Owner in good condition. The Unit Owner shall promptly repair all damage to the Common Elements or Limited Common Elements caused by the construction or maintenance of such improvements. Provided, however, nothing contained herein shall require such Unit Owner to maintain the roof or flashings appurtenant to such improvements which shall be the responsibility of the Association. Further, the removal and replacement of any such improvements, or a portion thereof, necessary for the maintenance, repair and replacement of the Common Elements, including without limitation, the roof or flashings appurtenant to such improvements, shall be the Unit Owner's obligation and/or expense.
5. Abandonment of Such Improvements. In the event of abandonment of such improvements by non-use for a period in excess of 60 days, the Unit Owner shall be obligated to promptly remove such improvements and restore the premises to their original state upon request of the Association.
6. Dispute Resolution. In the event a dispute shall arise as to whether the Unit Owner has properly fulfilled his obligations to construct or maintain such improvements, the Association shall be entitled to enlist the services of a licensed architectural or structural engineer who shall render a written opinion on such issues which shall be determinative of the Unit Owner's obligation. The cost of such report shall be borne jointly by the parties.

ARTICLE XVII REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

- A. ABATEMENT AND ENJOYMENT. The violation of any restriction, condition or regulation adopted by the Board, or the breach of any covenant or provision contained in this

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

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

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ARTICLE XVIII GENERAL PROVISIONS

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

B. **NOTICES TO BOARD, ASSOCIATION AND UNIT OWNERS.** Notices provided for in this Declaration and in the Act shall be in writing. Notices to a Unit Owner may be delivered to such Unit Owner personally or by mail addressed to such Unit Owner's Unit. Notices to the Board or the Association may be personally delivered to any member of the Board or officer of the Association or mailed to such member or officer at such member's or officer's Unit. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may also designate a different address for notices to such Unit Owner by giving written notice of such Unit Owner's change of address to the Board or Association. Notices addressed and mailed to the Board or Association as above shall be deemed delivered when mailed by United States registered or certified mail. Notices addressed and mailed to a Unit Owner shall be deemed delivered when such notice is deposited in such Unit Owner's mailbox in the building in which the Unit is located.

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

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

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

F. **AMENDMENT, CHANGE, MODIFICATION OR RESCISSION.** Except as provided in the Act, the provisions of this Declaration may only be amended, changed modified or rescinded by an instrument in writing setting forth such amendment, change, modification or

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rescission, and signed and acknowledged by the Board and approved by the Unit Owners having at least 75% of the total vote at a meeting called for that purpose and approved by any mortgagees required under the Condominium Instruments, and containing an affidavit by an officer of the Board certifying that a copy of such Instrument (without such affidavit) has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit not less than ten (10) days prior to the date of such affidavit. Each instrument of amendment, change, modification or rescission made in accordance with this Declaration shall be effective upon the recording of such instrument in the office of the Recorder of Deeds of Cook County, Illinois.

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

H. **PERPETUITIES AND RESTRAINTS**. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision; (ii) the rules restricting restraints on alienation; or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until 21 years after the death of the last to die of the now living lawful descendants of Ronald Reagan, President of the United States, and Alan Dixon, Senator of the State of Illinois.

I. **LIENS**. In the event any lien exists against two or more Units, and the indebtedness secured by such lien is due and payable, the Unit Owner of any such Unit so affected may remove such Unit and the undivided interest in the Common Elements appertaining thereto from such lien by payment of the proportional amount of such indebtedness attributable to such Unit. In the event such lien exists against all of the Units or against the Property, the amount of such proportional payments shall be computed on the basis of the percentage set forth in this Declaration. Upon payment as herein provided, it is the duty of the encumbrancer to execute and deliver to the Unit Owner a release of such Unit and the undivided interest in the Common Elements appertaining thereto from such lien. The owner of any unit shall not be liable for any claims, damages or judgments entered as a result of any action or inaction of the Board other than for mechanics' liens as hereinafter set forth. Each Unit Owner's liability for any judgment entered against the Board or the Association, if any, shall be limited to such Unit Owner's proportionate share of the indebtedness as set forth herein, whether collection is sought through assessment or otherwise. A Unit Owner shall be liable for any claim, damage or judgment entered as a result of the use or operation of his Unit or caused by his own conduct.

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

J. **RELEASE OF CLAIMS**. Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, Occupant, the Association, its officers, members of the Board, the managing agent, and their respective employees and agents,

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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.

K. **CONSTRUCTION.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of first-class condominium buildings.

L. **HEADINGS AND GENDER.** The headings and captions contained in this Declaration are inserted for convenient reference only and shall not be deemed or construed or limit the Articles and Paragraphs to which they apply. The word "his" whenever used in this Declaration shall include the masculine, feminine and neuter pronouns.

M. **OWNERSHIP BY LAND TRUSTEE.** In the event title to any Unit Ownership is conveyed to a land titleholding trust under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the Unit Ownership under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness, and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such titleholding trustee personally for payment of any lien or obligation created under this Declaration, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership, and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.

N. **UTILITIES.** Each Unit Owner shall promptly pay when due the cost for all telephone, electricity and other utilities which are separately metered or billed to such Unit Owner, or for the Unit owned by such Unit Owner by the utility company furnishing such utility. Utilities for the Property which are not separately metered or billed shall be part of the Common Elements and paid by the Board.

O. **USE OF TECHNOLOGY.**

1. 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.
2. 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.
3. A signature transmitted by acceptable technological means satisfies any requirement for a signature under any condominium instrument or any provision of the Act.

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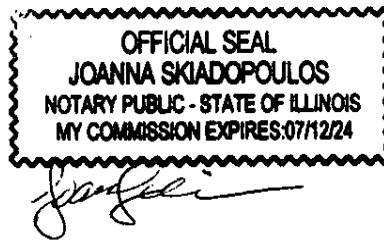
4. Voting on, consent to, and approval of any matter under any condominium instrument or any provision of the Act may be accomplished by any acceptable technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in non-electronic form.
5. 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.
6. 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.

{Signature pages follow}

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PRESIDENT'S SIGNATURE PAGE

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)



I ARON MILES, am the President of the Board of Directors of Flat Iron Place Condominium, Inc., an Illinois not-for-profit corporation and condominium established by the aforesaid Declaration, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Section 17 of the Illinois Condominium Property Act.

Dated this 9th day of June, 2023.

By: 

President of the Flat Iron Place
Condominium, Inc.

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BOARD SIGNATURE PAGE

STATE OF ILLINOIS)

)SS

COUNTY OF COOK)



A handwritten signature in black ink, likely belonging to the notary public, Joanna Skiadooulos.

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Directors of the Flat Iron Place Condominium, Inc. 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 Directors of the Flat Iron Place Condominium, Inc.

A handwritten signature in black ink, likely belonging to Aaron Miles.

AARON MILES, PRESIDENT

A handwritten signature in black ink, likely belonging to Ronald A. Gould.

A handwritten signature in black ink, likely belonging to Bridget Johnson.

BRIDGET JOHNSON, SECRETARY

Board of Directors of the Flat Iron Place
Condominium, Inc.

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AFFIDAVIT OF SECRETARY

STATE OF ILLINOIS)
)SS
 COUNTY OF COOK)



I, Bridget Johnson, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of Flat Iron Place Condominium, Inc., and as such Secretary and keeper of the books and records of said condominium. I further stat that the foregoing Amended and Restated Declaration was approved by at least two-thirds (2/3) of the members of the Board of Directors of said condominium, at a meeting of the Board of Directors duly noticed and convened and held for that purpose on _____, 20____, 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 Directors 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.

 Secretary of the Flat Iron Place
 Condominium, Inc.

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AFFIDAVIT OF UNIT OWNER APPROVAL

STATE OF ILLINOIS)
)SS
 COUNTY OF COOK)



I, Bridget Johnson, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of the Flat Iron Place Condominium, Inc., and that the discretionary changes included in this Amended and Restated Declaration have been approved by the Unit Owners having at least 75% of the total vote at a meeting called for that purpose in accordance with Article XVIII, Section F of the Original Declaration.

Secretary of Flat Iron Place
Condominium, Inc.

Dated this 9th of June, 2023.

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AFFIDAVIT AS TO MORTGAGEE NOTIFICATION AND APPROVAL

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)



I, Bridget Johnson, do hereby certify that I am the duly elected and qualified Secretary of the Flat Iron Place Condominium, Inc., and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amended and Restated Declaration for the Flat Iron Place Condominium, Inc. has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit not less than ten (10) days prior to the date of this affidavit.

I further certify that the discretionary changes to Article VIII of the Amended and Restated Declaration concerning leasing were approved by at least 51% of the First Mortgagees of the Units in accordance with Article IX, Section E(1) of the Original Declaration, either by affirmative consent of the First Mortgagees or failure of First Mortgagees to deliver a negative response to the Association within sixty (60) of mailing the request for consent to the First Mortgagees by certified mail.

Secretary of Flat Iron Place
Condominium, Inc.

Dated this 9th of June, 2023.

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SCHEDULE OF EXHIBITS

Exhibit "A"	THE LEGAL DESCRIPTION OF THE PROPERTY/UNITS
Exhibit "B"	THE UNITS AND THE PERCENTAGE OWNERSHIP IN THE COMMON ELEMENTS
Exhibit "C"	REVISED PAGES 2, 6A, AND 8 OF THE PLAT OF SURVEY

Property of Cook County Clerk's Office

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY AND UNITS

UNITS 101, 102, 103, 104, 105, 201, 202, 203, 204, 301, AND 302 IN FLAT IRON PLACE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1:

LOTS 1, 2 AND 3 IN HARBINE AND ROMAN'S SUBDIVISION OF THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,

PARCEL 2:

LOTS 32 AND 33 IN HARBINE AND ROMAN'S SUBDIVISION OF THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWEST OF MILWAUKEE AVENUE, IN COOK COUNTY, ILLINOIS,

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT No. 89103791, TOGETHER WITH THEIR UNDIVIDED PERCENTAGES INTEREST IN THE COMMON ELEMENTS.

Commonly Known As: 850 N. Milwaukee Ave.
Units 101-302
Chicago, Illinois 60622

Permanent Index Number: 17-05-415-026-1001
through and including: 17-05-415-026-1011

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EXHIBIT "B"

UNITS AND PERCENTAGE OWNERSHIP IN THE COMMON ELEMENTS

<u>UNIT NO.</u>	<u>% OF COMMON ELEMENTS</u>
101	7.5%
102	9.5%
103	6.5%
104	10.0%
105	6.5%
201	14%
202	8.0%
203	9.0%
204	9.0%
301	10.0%
<u>302</u>	<u>10.0%</u>
Total	100%

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EXHIBIT "C"

REVISED PAGES 2, 6A, AND 8 OF THE PLAT OF SURVEY

Property of Cook County Clerk's Office

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

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

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

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NATIONAL SURVEY SERVICE, INC.

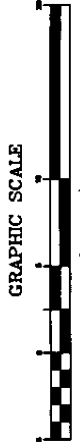
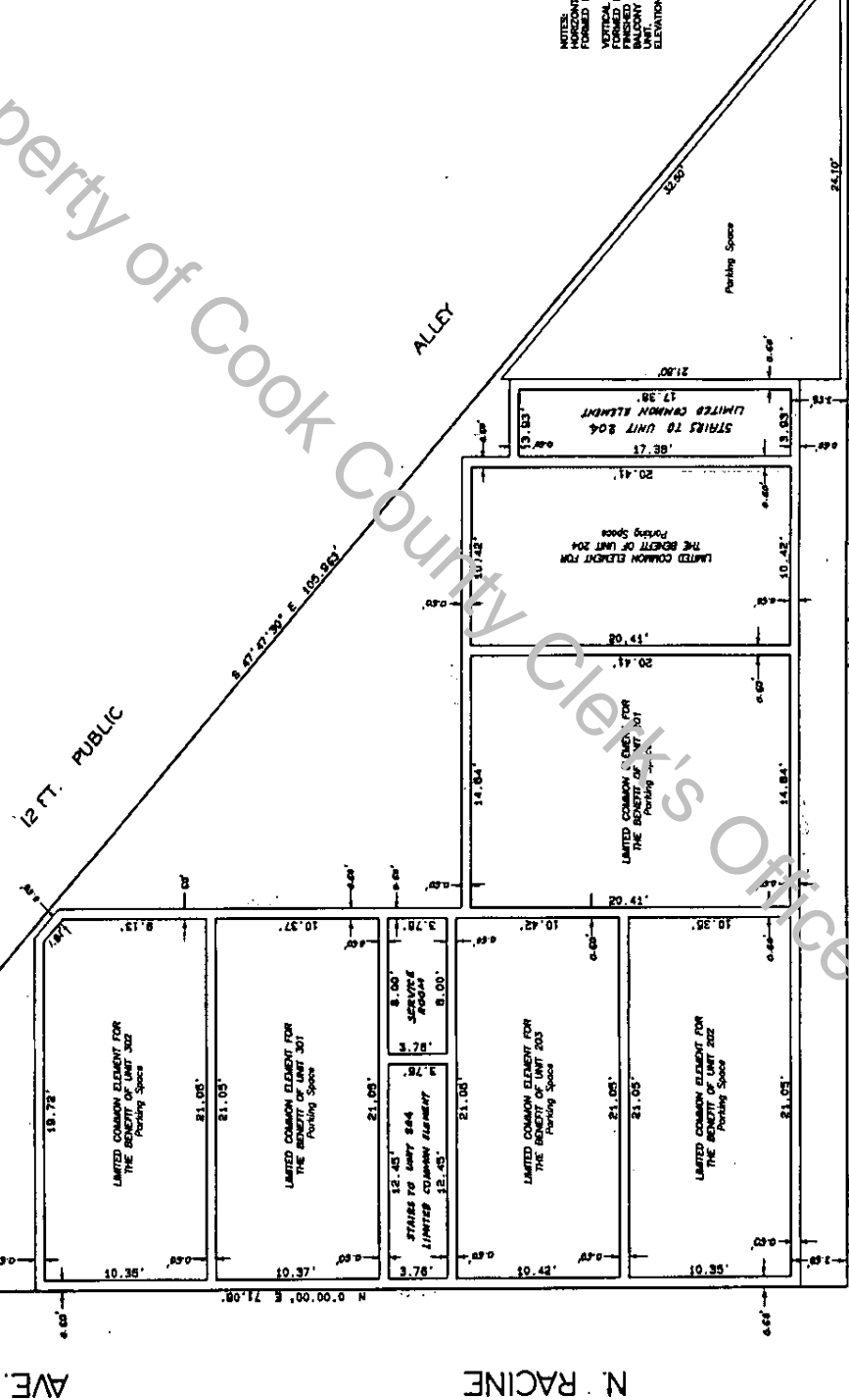
plat of Survey

KNOWN AS: 850 N. MILWAUKEE AVE., CHICAGO, ILLINOIS.
SURVEY FOR: FLAT IRON CONDOMINIUM

DATE: OCT. 31, 1988
FEB. 13, 1989
FEB. 14, 1989
MAY 18, 2021
MAY 18, 2021
MAY 18, 2021
MAY 18, 2021
MAY 18, 2021

SURVEY NO. N-112988 CONDO.
REVISED
N-114104 SURVEY
N-130682 SURVEY
N-130734-AUX OFFICE

FLAT IRON CONDOMINIUM



IMPORTANT
NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENTS UPON THE PLAT. DIMENSIONS ARE MARKED IN FEET AND DECIMAL PARTS THEREOF. THUS, 4.37' MEANS 4 FEET AND 4.37/100 FEET, OR 4 FEET AND 4.37/100 INCHES. THIS PLAT IS THE PROPERTY OF NATIONAL SURVEY SERVICE, INC. 2023. ALL RIGHTS RESERVED.

NOTES:
HORIZONTAL BOUNDARIES OF THE UNITS AS DELINEATED HEREON ARE THE VERTICAL PLANES FORMED BY THE INTERIOR FACES OF THE PLASTER, GYPSON, AND FINISHED SURFACES.
VERTICAL BOUNDARIES OF THE UNITS AS DELINEATED HEREON ARE THE HORIZONTAL PLANES FORMED BY THE INTERIOR FACES OF THE CEILING, FLOOR, AND THE INTERIOR FINISHED SURFACES OF THE CEILING THEREOF.
BALCONY AND DECK ARE LIMITED COMMON ELEMENTS FOR THE BENEFIT OF THE ADJACENT ELEVATIONS SHOWN ARE PLUS AND IN RELATION TO CHICAGO CITY DATUM.

N-130734-AUX OFFICE
REVISED
N-130682 SURVEY
N-114104 SURVEY
DATE: OCT. 31, 1988

NATIONAL SURVEY SERVICE, INC.
DESIGN FIRM LICENSE NUMBER: 184.003750
PROFESSIONAL LAND SURVEYORS
30 S. WICHITAN, CHICAGO, ILLINOIS 60603
TEL: 312-830-9480 FAX: 312-830-9482
WWW.NATIONALSURVEYSERVICE.COM

Ground Level
PAGE 8 OF 9

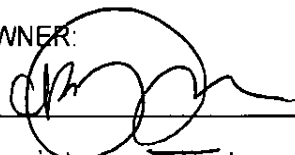
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FLAT IRON PLACE CONDOMINIUM, INC. BALLOT

Regarding the proposed Amendment to the Declaration for the Flat Iron Place Condominium, Inc., specifically to restrict the leasing of Units, alter the percentages of ownership in the Common Elements assigned to the Units, and assign certain storage and parking areas as Limited Common Elements:

- 1.
- ☒ I AGREE THE AMENDMENT CONCERNING LEASING OF UNITS SHOULD BE PASSED.
- ☐ I DO NOT AGREE THE AMENDMENT CONCERNING LEASING OF UNITS SHOULD BE PASSED.
- 2.
- ☒ I AGREE THE AMENDMENT ALTERING THE PERCENTAGES OF OWNERSHIP IN THE COMMON ELEMENTS SHOULD BE PASSED.
- ☐ I DO NOT AGREE THE AMENDMENT ALTERING THE PERCENTAGES OF OWNERSHIP IN THE COMMON ELEMENTS SHOULD BE PASSED.
- 3.
- ☒ I AGREE THE AMENDMENT ASSIGNING CERTAIN STORAGE AND PARKING AREAS AS LIMITED COMMON ELEMENTS SHOULD BE PASSED.
- ☐ I DO NOT AGREE THE AMENDMENT ASSIGNING CERTAIN STORAGE AND PARKING AREAS AS LIMITED COMMON ELEMENTS SHOULD BE PASSED.

OWNER:

 (signature)

Bridget Johnson (print name)

DATE: 1/17/2023

Property Address: 850 N Milwaukee Ave Apt 101 Chicago, IL 60642
Chicago, Illinois

Percentage of Ownership in Common Elements: 7.0 %

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

Freedom Mortgage
P.O. Box 619063
Dallas, TX 75261-9063

Loan No. 0143609198

*** This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

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FLAT IRON PLACE CONDOMINIUM, INC. BALLOT

Regarding the proposed Amendment to the Declaration for the Flat Iron Place Condominium, Inc., specifically to restrict the leasing of Units, alter the percentages of ownership in the Common Elements assigned to the Units, and assign certain storage and parking areas as Limited Common Elements:

1.

☒ I AGREE THE AMENDMENT CONCERNING LEASING OF UNITS SHOULD BE PASSED.

☐ I DO NOT AGREE THE AMENDMENT CONCERNING LEASING OF UNITS SHOULD BE PASSED.

2.

☒ I AGREE THE AMENDMENT ALTERING THE PERCENTAGES OF OWNERSHIP IN THE COMMON ELEMENTS SHOULD BE PASSED.

☐ I DO NOT AGREE THE AMENDMENT ALTERING THE PERCENTAGES OF OWNERSHIP IN THE COMMON ELEMENTS SHOULD BE PASSED.

3.

☒ I AGREE THE AMENDMENT ASSIGNING CERTAIN STORAGE AND PARKING AREAS AS LIMITED COMMON ELEMENTS SHOULD BE PASSED.

☐ I DO NOT AGREE THE AMENDMENT ASSIGNING CERTAIN STORAGE AND PARKING AREAS AS LIMITED COMMON ELEMENTS SHOULD BE PASSED.

OWNER:

Dorothy Hughes (signature)
DOROTHY HUGHES (print name)

DATE:

12-10-22

Property Address:

850 N Milwaukee Ave. #103 Chicago, IL 60642

Percentage of Ownership in Common Elements: _____ %

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

Loan No. _____

*** This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

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FLAT IRON PLACE CONDOMINIUM, INC. BALLOT

Regarding the proposed Amendment to the Declaration for the Flat Iron Place Condominium, Inc., specifically to restrict the leasing of Units, alter the percentages of ownership in the Common Elements assigned to the Units, and assign certain storage and parking areas as Limited Common Elements:

1.

☒ I AGREE THE AMENDMENT CONCERNING LEASING OF UNITS SHOULD BE PASSED.

☐ I DO NOT AGREE THE AMENDMENT CONCERNING LEASING OF UNITS SHOULD BE PASSED.

2.

☒ I AGREE THE AMENDMENT ALTERING THE PERCENTAGES OF OWNERSHIP IN THE COMMON ELEMENTS SHOULD BE PASSED.

☐ I DO NOT AGREE THE AMENDMENT ALTERING THE PERCENTAGES OF OWNERSHIP IN THE COMMON ELEMENTS SHOULD BE PASSED.

3.

☒ I AGREE THE AMENDMENT ASSIGNING CERTAIN STORAGE AND PARKING AREAS AS LIMITED COMMON ELEMENTS SHOULD BE PASSED.

☐ I DO NOT AGREE THE AMENDMENT ASSIGNING CERTAIN STORAGE AND PARKING AREAS AS LIMITED COMMON ELEMENTS SHOULD BE PASSED.

OWNER:

 (signature)

Emily Waters (print name)

DATE: Dec. 12., 2022

Property Address: 350 N Milwaukee Ave #109
Chicago, Illinois

Percentage of Ownership in Common Elements: _____ %

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

CITADEL SERVICING
25541 COMMERCENTRA DR.
LK FOREST CA 92630

Loan No. 1910005592

*** This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

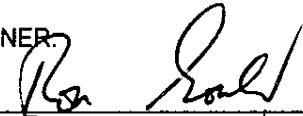
UNOFFICIAL COPY

FLAT IRON PLACE CONDOMINIUM, INC. BALLOT

Regarding the proposed Amendment to the Declaration for the Flat Iron Place Condominium, Inc., specifically to restrict the leasing of Units, after the percentages of ownership in the Common Elements assigned to the Units, and assign certain storage and parking areas as Limited Common Elements:

- 1.** ☒ I AGREE THE AMENDMENT CONCERNING LEASING OF UNITS SHOULD BE PASSED.
☐ I DO NOT AGREE THE AMENDMENT CONCERNING LEASING OF UNITS SHOULD BE PASSED.
- 2.** ☒ I AGREE THE AMENDMENT ALTERING THE PERCENTAGES OF OWNERSHIP IN THE COMMON ELEMENTS SHOULD BE PASSED.
☐ I DO NOT AGREE THE AMENDMENT ALTERING THE PERCENTAGES OF OWNERSHIP IN THE COMMON ELEMENTS SHOULD BE PASSED.
- 3.** ☒ I AGREE THE AMENDMENT ASSIGNING CERTAIN STORAGE AND PARKING AREAS AS LIMITED COMMON ELEMENTS SHOULD BE PASSED.
☐ I DO NOT AGREE THE AMENDMENT ASSIGNING CERTAIN STORAGE AND PARKING AREAS AS LIMITED COMMON ELEMENTS SHOULD BE PASSED.

OWNER:

 (signature)
Ron Gould (print name)

DATE: 3.30.23, 23

Property Address: 850 N. MILWAUKEE AV
 Chicago, Illinois

Percentage of Ownership in Common Elements: _____ %

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

Loan No. _____

*** This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

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PROXY/BALLOT FOR
FLAT IRON PLACE CONDOMINIUM, INC.
MEETING OF MARCH, 2023


I, (print name) Ron Gould, owner of the unit listed below at the Flat Iron Place Condominium, Inc., do hereby constitute and appoint 105, or the President of the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held _____, 20____, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

1. ☒ I AGREE THE AMENDMENT CONCERNING LEASING OF UNITS SHOULD BE PASSED.
☐ I DO NOT AGREE THE AMENDMENT CONCERNING LEASING OF UNITS SHOULD BE PASSED.
2. ☒ I AGREE THE AMENDMENT ALTERING THE PERCENTAGES OF OWNERSHIP IN THE COMMON ELEMENTS SHOULD BE PASSED.
☐ I DO NOT AGREE THE AMENDMENT ALTERING THE PERCENTAGES OF OWNERSHIP IN THE COMMON ELEMENTS SHOULD BE PASSED.
3. ☒ I AGREE THE AMENDMENT ASSIGNING CERTAIN STORAGE AND PARKING AREAS AS LIMITED COMMON ELEMENTS SHOULD BE PASSED.
☐ I DO NOT AGREE THE AMENDMENT ASSIGNING CERTAIN STORAGE AND PARKING AREAS AS LIMITED COMMON ELEMENTS SHOULD BE PASSED.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the _____ day of _____, 20____.

 _____ Signature line <u>Ron Gould</u> _____ Printed Name	Name and Address of Mortgage Lender (if any): _____ _____ _____
---	--

Property Address: 850 N. MILWAUKEE AV
Chicago, Illinois

Unit # 105

Percentage of Ownership in Common Elements: _____ %

UNOFFICIAL COPY

FLAT IRON PLACE CONDOMINIUM, INC. BALLOT

Regarding the proposed Amendment to the Declaration for the Flat Iron Place Condominium, Inc., specifically to restrict the leasing of Units, alter the percentages of ownership in the Common Elements assigned to the Units, and assign certain storage and parking areas as Limited Common Elements:

1.

☒ I AGREE THE AMENDMENT CONCERNING LEASING OF UNITS SHOULD BE PASSED.

☐ I DO NOT AGREE THE AMENDMENT CONCERNING LEASING OF UNITS SHOULD BE PASSED.

2.

☒ I AGREE THE AMENDMENT ALTERING THE PERCENTAGES OF OWNERSHIP IN THE COMMON ELEMENTS SHOULD BE PASSED.

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3.

☒ I AGREE THE AMENDMENT ASSIGNING CERTAIN STORAGE AND PARKING AREAS AS LIMITED COMMON ELEMENTS SHOULD BE PASSED.

☐ I DO NOT AGREE THE AMENDMENT ASSIGNING CERTAIN STORAGE AND PARKING AREAS AS LIMITED COMMON ELEMENTS SHOULD BE PASSED.

OWNER:

Patrick Fitzgerald (signature)
PATRICK FITZGERALD (print name)

DATE: 12/19, 2022

Property Address: 850 N. MILWAUKEE UNIT 201
Chicago, Illinois

Percentage of Ownership in Common Elements: 13 %

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

FREEDOM MORTGAGE
P.O. BOX 619063
DAWAS, TEXAS 75261-9063

Loan No. 0146892971

*** This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

FLAT IRON PLACE CONDOMINIUM, INC. BALLOT

Regarding the proposed Amendment to the Declaration for the Flat Iron Place Condominium, Inc., specifically to restrict the leasing of Units, alter the percentages of ownership in the Common Elements assigned to the Units, and assign certain storage and parking areas as Limited Common Elements:

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OWNER:

Phillip Judge (signature)

Phillip Judge (print name)

DATE: December 19th, 2022

Property Address: 850 N. Milwaukee Ave Unit #203
Chicago, Illinois

Percentage of Ownership in Common Elements: 8.5 %

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

Loan No. _____

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UNOFFICIAL COPY

FLAT IRON PLACE CONDOMINIUM, INC. BALLOT

Regarding the proposed Amendment to the Declaration for the Flat Iron Place Condominium, Inc., specifically to restrict the leasing of Units, alter the percentages of ownership in the Common Elements assigned to the Units, and assign certain storage and parking areas as Limited Common Elements:

1.

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- ☒ I DO NOT AGREE THE AMENDMENT ASSIGNING CERTAIN STORAGE AND PARKING AREAS AS LIMITED COMMON ELEMENTS SHOULD BE PASSED.

OWNER: Type text here



(signature)

Ricardo Ortiz

(print name)

DATE: January 19, 2022

Property Address: 850 N Milwaukee AV unit 102
Chicago, Illinois 60642

Percentage of Ownership in Common Elements: Unknown %

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

PNC Bank

Loan No. _____

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UNOFFICIAL COPY

FLAT IRON PLACE CONDOMINIUM, INC. BALLOT

Regarding the proposed Amendment to the Declaration for the Flat Iron Place Condominium, Inc., specifically to restrict the leasing of Units, alter the percentages of ownership in the Common Elements assigned to the Units, and assign certain storage and parking areas as Limited Common Elements:

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OWNER:

ASHLEY KAEHN (signature)

ASHLEY KAEHN (print name)

DATE: DECEMBER 20, 2022

Property Address: 850 N MILWAUKEE AVE. APT 202
Chicago, Illinois

Percentage of Ownership in Common Elements: 7.5 %

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

CHASE

PO BOX 4465

SPRINGFIELD, OH 45501

Loan No. 1110045236

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UNOFFICIAL COPY

FLAT IRON PLACE CONDOMINIUM, INC. BALLOT

Regarding the proposed Amendment to the Declaration for the Flat Iron Place Condominium, Inc., specifically to restrict the leasing of Units, alter the percentages of ownership in the Common Elements assigned to the Units, and assign certain storage and parking areas as Limited Common Elements:

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OWNER:

Edward L. Sanderson (signature)

EDWARD L. SANDERSON (print name)

DATE: December 4, 2022

Property Address: 823 N. RACINE
Chicago, Illinois

Percentage of Ownership in Common Elements: 9 %

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

N/A

Loan No. _____

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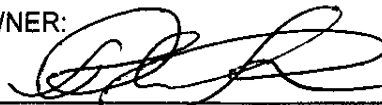
UNOFFICIAL COPY

FLAT IRON PLACE CONDOMINIUM, INC. BALLOT

Regarding the proposed Amendment to the Declaration for the Flat Iron Place Condominium, Inc., specifically to restrict the leasing of Units, alter the percentages of ownership in the Common Elements assigned to the Units, and assign certain storage and parking areas as Limited Common Elements:

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OWNER:

 (signature)

AIGARS PLACITIS (print name)

DAVID R. THOMPSON

DATE: 12/6, 2022

Property Address: 850 N. MILWAUKEE AVE #301, CHI, IL 60642
Chicago, Illinois

Percentage of Ownership in Common Elements: 12.5 %

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

FIFTH THIRD BANK
P.O. Box 630412
CINCINNATI, OH 45263-0412

Loan No. 207907874

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UNOFFICIAL COPY

FLAT IRON PLACE CONDOMINIUM, INC. BALLOT

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OWNER:

 (signature)

AARON MILES (print name)

DATE:

12/6, 2022

Property Address:

850 N. Milwaukee, Apt. 302
Chicago, Illinois 60642

Percentage of Ownership in Common Elements: 12.5 %

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

Rocket Mortgage, LLC

P.O. Box 442359

Detroit, MI 48244-2359

Loan No. 3458511531

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