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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OWNERSHIP AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
OGLESBY CONDOMINIUM**

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

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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
OF
OGLESBY CONDOMINIUM**

WITNESSETH: THAT

WHEREAS, the Association and its owners are the legal titleholders of the following described real estate located at 6735-37 South Oglesby Avenue, in the City of Chicago, County of Cook and State of Illinois:

The South 18 feet of Lot 6, all of Lot 7 and the North 9 feet of Lot 8 in West's Resubdivision of Lots 13 to 24 both inclusive, in Stuart's Subdivision of the East $\frac{1}{3}$ of that part North of 68th Street, of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ Section 24, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.; and

WHEREAS, said real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, (hereinafter called the "Property,") is owned by the owners under that certain type or method of ownership commonly known as "CONDOMINIUM," and the property has been submitted to the provisions of the "Condominium Property Act" of the State of Illinois, as amended from time to time; and

WHEREAS, the Original Declaration established for the benefit of all current and future owners or occupants of the property, or any part thereof, which shall be known as "OGLESBY CONDOMINIUM," certain easements and rights in, over and upon said premises and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the several owners, mortgagees, occupants, and other persons hereafter acquiring any interest in said development shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspect of ownership and to facilitate the proper administration of such development and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

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WHEREAS, this document is being amended pursuant to Section 27(b) of the Illinois Condominium Property Act; and

WHEREAS, no less than two-thirds (2/3) of the Board have approved this Amended and Restated Declaration at a meeting held on MAY 30, 2023, pursuant to Section 27(b) of the Illinois Condominium Property Act (as defined below).

NOW, THEREFORE, the Association and its owners, for the purposes above set forth, hereby declare as follows:

ARTICLE I

DEFINITIONS

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

ACCEPTABLE TECHNOLOGICAL MEANS: Includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the association, is deemed to provide reasonable security, reliability, identification, and verifiability.

ACT: The Condominium Property Act of the State of Illinois, as amended from time to time.

ASSOCIATION: The 6735-37 Oglesby Condominiums, an Illinois not-for-profit corporation, its successors and assigns.

COMMON ELEMENTS: All portions of the property except the units.

COMMON EXPENSES: The expenses of administration, maintenance, operation, repair, alteration, addition, improvement, and replacement of the Common Element; the cost of water, waste removal, electricity, telephone and other necessary utility services for the Common Elements and, if not separately metered or charged, for the Units; any expenses designated as Common Expenses by the Act, this Declaration, or the By-Laws; and any other expenses lawfully incurred by the Association for the common benefit of all of the Unit Owners.

DECLARATION: This Amended and Restated Declaration of Condominium Ownership and all Exhibits, as amended from time to time.

DEVELOPMENT PARCEL: The entire tract of real estate above described.

ELECTRONIC TRANSMISSION: Any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and

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reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

LIMITED COMMON ELEMENTS: A portion of the Common Elements contiguous to and serving exclusively a single Unit or adjoining Units as an appurtenance thereto. The Board may from time to time designate other portions of the Common Elements as Limited Common Elements appurtenant to a Unit Ownership or Unit Ownerships including, but not limited to, such plumbing and electrical fixtures and all associated pipes, ducts and wiring as may serve exclusively a single Unit or group of contiguous Units, and such storage areas or other portions of the Common Elements which shall be used exclusively by the occupants of a Unit or Units.

OCCUPANT: Person or persons, other than owner, in possession.

ORIGINAL DECLARATION: The Declaration of Condominium which was recorded on January 20, 1966 as Document No. 19716679 in Cook County, Illinois.

OWNER: The person or persons whose estates or interests, individually or collectively, aggregate fee simple title to a unit ownership.

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

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

PLAT: The plat or plats of survey attached to the Original Declaration and any amendments thereto, incorporated herein by reference only, which set forth the measurements, elevations, locations of the Property, and such other data as may be required by the Act, including (a) the Parcel and its exterior boundaries, (b) each building constructed on the Parcel and each floor thereof, and (c) each Unit in the Property.

PROPERTY: All the land, property and space comprising the development parcel, all improvements and structures constructed or contained therein or thereon, including the buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of the unit owners.

UNIT OWNERSHIP: A part of the property consisting of one residential unit and two garage units and the undivided interest in the common elements appurtenant thereto, as more specifically set forth in Paragraph 1 of Article II hereof and in Exhibit "2" attached hereto; provided however that Unit 2B consists only of a residential unit and does not have any garage unit.

UNIT: A part of the property within a building including one or more rooms, occupying one or more floors or a part or parts thereof, and having lawful access to a public way, and more specifically described hereafter in Article II.

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ARTICLE II

UNITS

1. **Description and Ownership.** All units in the building located on the Development Parcel are delineated on the Plat and are legally described as follows:

UNITS: 101, 101-A, 101-B, 102, 102-A, 102-B, 103, 103-A, 103-B, 201, 201-A, 201-B, 202, 202-A, 202-B, 203, 203-A, 203-B and 2B;

as delineated on the Plat of the South 18 feet of Lot 6, all of Lot 7, and the North 9 feet of Lot 8 in West's Resubdivision of Lots 13 to 24 inclusive in Stuart's Subdivision of the East $\frac{1}{3}$ of that part North of 68th Street of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 24, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached to the Original Declaration.

It is understood that each unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof 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. Except as otherwise provided in the Condominium Property Act, no unit owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his unit to be separated into any tracts or parcels different from the whole unit as shown on the Plat.

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

ARTICLE III

COMMON ELEMENTS

1. **Description.** Except as otherwise in this Declaration provided, the common elements shall consist of all portions of the property except the units. Without limiting the generality of the foregoing, the common elements shall include the land, all stairways, elevators, halls, courtyards, lobbies, corridors, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, and such component parts of walls, floors and ceilings as are not located within the units.

2. **Ownership or Common Elements.** Each owner shall own an undivided interest in the common elements as a tenant in common with all the other owners of the property, and, except as otherwise limited in this Declaration, shall have the right to use the common elements for all purposes incident to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run

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with his unit. The extent or amount of such ownership is expressed by a percentage amount and, once determined, shall remain constant, and may not be changed without unanimous approval of all owners.

3. **No Partition of Common Elements.** There shall be no partition of the common elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any unit ownership shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said unit ownership as between such co-owners.

ARTICLE IV

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

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

2. **No Severance of Ownership.** No owner shall execute any deed, mortgage, lease, or other instrument affecting title to his unit ownership without including therein both his interest in the residential unit and each garage unit appertaining thereto, and his corresponding percentage of ownership in the common elements, it being the intention hereof to prevent any severance of such combined ownership.

Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

Use of the Common Elements. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements) in common with all other Unit Owners, as may be required for the purpose of ingress and egress to and from his respective Unit and each Unit Owner shall have the right to use the Common Elements for all purposes incident to the use, occupancy and enjoyment of his Unit as a place of residence, and such other incidental uses permitted by this Declaration, and said rights shall be appurtenant to and run with each Unit Ownership. The rights to use the Common Elements shall extend to each Unit Owner and the agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving exclusively his Unit. The rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act, of this Declaration, of the By-Laws, and by the rules and regulations of the Board.

3. **Easements.** (a) **Encroachments.** In the event that, by reason of the construction, settlement or shifting of the building any part of the common elements encroaches

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or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements or any other unit, or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one unit encroach or shall hereafter encroach upon any part of any unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit and the common elements, as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owners of the common elements if such encroachment occurred due to the willful conduct of said owner or owners.

(b) **Utility Easements.** The Illinois Bell Telephone Company, Commonwealth Edison Company and all other public utilities serving the property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes and wires, and other equipment, into and through the common elements for the purpose of providing the property with utility services.

(c) **Easements to Run with Land.** All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgage and other person having an interest in said land, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights were recited fully and set forth in their entirety in such documents.

4. **Board's Rights of Entry.** The Board or its agents, upon reasonable notice or, in the case of an emergency, without notice, shall have the right to enter any Unit or any of the Limited Common Elements when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Unit Owners as practicable, and any damage caused thereby shall be repaired by the Board, as a Common Expense.

5. **Disclaimer of Bailee Liability.** Notwithstanding anything to the contrary contained in this Declaration, neither the Board of Directors, the Association, nor any Unit Owner shall be considered a bailee of any personal property stored in the Common Elements and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

6. **Separate Real Estate Taxes.** Real estate taxes, special assessments, and any other special taxes, or charges of the State of Illinois or any duly authorized subdivision or agency thereof, are to be separately taxed to each Unit Owner for his Unit Ownership, as provided in the

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Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his Undivided Interest. The Board, on behalf of all Unit Owners, upon the affirmative vote of not less than two-thirds (2/3) of the Board or a majority of the Ownership, shall have the power to seek relief from any such taxes, special assessments or charges, and any expenses incurred in connection therewith shall be Common Expenses.

ARTICLE V

ADMINISTRATION

1. **Administration of Property.** The direction and administration of the property shall be vested in a Board of Managers, (hereinafter referred to as the "Board") consisting of three persons who shall be selected in the manner hereinafter provided. Each member of the Board shall be one of the unit owners; provided, however, that in the event a unit owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director of such corporation, partner of such partnership, individually trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

2. **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 person shall be known (and hereinafter referred to) as a "voting member." Such voting member may be the owner or one of the group composed of all the owners of a unit ownership, or may be some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the owner or owners. Any or all of such owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be 100, and each owner or group of owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the common elements applicable to his or their unit ownership.

(a) If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provides for balloting as set forth in this subparagraph, 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

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(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.

(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 subparagraph, 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 as defined in Section 2 of the Act.

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

(c) 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 subparagraph (a), the Board shall call a meeting of the

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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.

(d) Votes cast by ballot under (b) or electronic or Acceptable Technological Means under (b) above are valid for the purpose of establishing quorum.

(e) The Association may, upon adoption of the appropriate rules by the Board of Directors, 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 of Directors or such candidate's representative shall have the right to be present at the counting of ballots at such election.

3. Meetings.

(a) The presence at any meeting of the voting members having at least twenty percent (20%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting. Notwithstanding anything herein or in the Amended and Restated Declaration to the contrary, in accordance with the Act when 30% or fewer of the Units, by number, possess over 50% in the aggregate of the votes in the Association, any percentage vote of members specified herein, in the Declaration or in the Act 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.

(b) Annual Meeting. There shall be an annual meeting of the voting members on the first Tuesday of May of each succeeding year at 7:00 P.M. on the property, or at such other reasonable place or time (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days prior to the date fixed for said meeting.

(c) Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the voting members having one-third ($\frac{1}{3}$) of the total votes and delivered not less than ten (10) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting and the matters to be considered.

4. Notices of Owners' Meetings. Notices of meetings required to be given herein may be delivered either personally, by mail or by Electronic Means to the Voting Members, addressed to such person at the address given by him to the Board for the purpose of service of

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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.

5. Election.

(a) At each annual meeting, the voting members shall, by a majority of the total votes present at such meeting, elect a Board of Managers for the forthcoming year, consisting of three (3) owners, two (2) members shall constitute a quorum. Members of the Board shall serve, without compensation, for a term of one (1) year or until their successors are elected. Except as otherwise provided in this Declaration, the property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Each Director shall hold office until his successor is elected and qualified.

(b) Members shall be entitled to vote in person, by proxy, or by Electronic Means as provided in the Act and By-Laws.

(c) The Board of Directors may disseminate to the members biographical and background information about candidates for election to the Board of Directors if reasonable efforts are made to identify all candidates and all candidates are given an opportunity to include biographical information and background material in the information to be disseminated and the Board of Directors does not express a preference in favor of any candidate. A Unit Owner shall be entitled to receive from the Board of Directors, within three (3) working days after the request therefore, the names, addresses, and weighted vote of each Unit Owner entitled to vote at the next annual meeting of members.

6. Meetings of the Board.

(a) Annual Meetings. The Board shall hold an annual meeting within ten (10) days after the annual meeting of the Voting Members at such place as shall be fixed by the Directors at the annual meeting of the Voting Members.

(b) Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time, by a majority of the Directors, provided that not less than four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or telegraph, at least forty-eight (48) hours prior to the day named for such meetings and such notice shall state the time and place of such regular meeting.

(c) Special Meetings. Special meetings of the Board may be called by the President on forty-eight (48) hours' notice to each Director, given personally or by mail, telephone or Electronic Means, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3) of the Directors then serving.

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(d) Notice. As provided in the Act, written notice of all meetings of the Board of Directors shall be mailed at least forty-eight (48) hours prior thereto to each director and other person entitled to notice, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. Such notice shall be sent to each person at his address as shown by the records of the Association. In addition to the foregoing the Board of Directors may, in its discretion, cause such notice to be delivered personally to the person or persons entitled thereto or by Electronic Means as provided in the Act. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice of such meeting, unless specifically required by law, the Declaration, or by these By Laws. Before or at any meeting of the Board any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

(e) Quorum. A majority of the Directors serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board, provided, that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. Board members may participate in and act at any meeting of the Board of Managers in person, by telephonic means, or by use of any acceptable technological means whereby all persons participating in the meeting can communicate with each other; that participation constitutes attendance and presence in person at the meeting.

(f) Compensation. Directors shall receive no compensation.

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

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tape, film, or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

(h) **Removal or Resignation of Director.** Any Board member may be removed from office by affirmative vote of the voting members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by majority vote of the voting members at the same meeting or any subsequent meeting called for that purpose. The method of filling vacancies on the Board which shall include authority for the remaining members of the Board to fill the vacancy by two-thirds (2/3) vote until the next annual meeting of Unit Owners or for a period terminating no later than 30 days following the filing of a petition signed by Unit Owners holding 20% of the votes of the association requesting a meeting of the unit owners to fill the vacancy for the balance of the term, and that a meeting of the unit owners shall be called for purposes of filling a vacancy on the Board no later than 30 days following the filing of a petition signed by Unit Owners holding 20% of the votes of the association requesting such a meeting, and the method of filling vacancies among the officers that shall include the authority for the members of the board to fill the vacancy for the unexpired portion of the term.

(i) The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of secretary, and a Treasurer to keep the financial records and books of account.

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

(a) Water, waste removal, electricity and telephone and other necessary utility service for the common elements and (if not separately metered or charged) for the units.

(b) The services of any person or firm employed by the Board.

(c) Landscaping, gardening, snow removal, painting, cleaning, touchpointing, maintenance, decorating, repair and replacement of the common elements (but not including the interior surfaces of the units and of the doors and windows appurtenant thereto, which the owner shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the common elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the common elements.

(d) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or

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proper for the maintenance and operation of the property as a first class condominium development or for the enforcement of these restrictions.

(e) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire property or any part thereof which may in the opinion of the Board constitute a lien against the property or against the common elements, rather than merely against the interests therein of particular owners. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said owners.

(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, and the owner or owners of said unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said owner or owners, provided that the Board shall levy a special assessment against such unit owner for the costs of said maintenance or repair.

(g) The Board or its agent may enter any unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

(h) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any capital addition or improvement (other than for purposes of replacing or restoring portions of the common elements, subject to all the provisions of the Declaration) having a total cost in excess of One Thousand Dollars (\$1,000.00), nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the common elements requiring any expenditure in excess of One Thousand Dollars (\$1,000.00), without in each case the prior approval of the voting members holding two-thirds (2/3) of the total votes.

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

(j) The Board, at the direction of the voting members having two-thirds (2/3) of the total votes, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Development, and for the health, comfort, safety and general welfare of the owners and occupants of said Development.

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Written notice of such rules and regulations shall be given to all owners and occupants, and the entire Development shall at all times be maintained subject to such rules and regulations.

(k) The Board may, after prior approval of the voting members have two-thirds ($\frac{2}{3}$) of the total votes, engage the services of an agent to manage the property to the extent deemed, advisable by the Board.

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

(m) The Board shall have the power to impose charges for late payments of a Unit Owner's assessments, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levying reasonable fines for violation of the Declaration, Bylaws, and rules and regulations of the Association.

(n) To assign its right to future income, including the right to receive assessments.

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

(p) To record the granting of an easement for the laying of cable television cable where authorized by the Unit Owners under the provisions of the Act.

(q) To borrow money at such rates of interest as it may determine; issuing its notes, bonds and other obligations to evidence such borrowing, and securing any of its obligations by making a mortgage or giving a security interest in all or any of its property or income. In the performance of their duties, the officers and members of the Board of Directors shall exercise the care required of a fiduciary of the members.

(r) 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.

(s) To reasonably accommodate the needs of a handicapped Unit Owner 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.

(t) 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

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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 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.

(u) To delegate the exercise of its power to committees appointed pursuant to the By-Laws.

8. Insurance.

(a) **Property Insurance.** 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.

(b) **General Liability Insurance.** Commercial general liability insurance against claims and liabilities arising in connection with the Ownership, existence, use, or management of the property in a minimum amount of \$1,000,000, or a greater amount deemed sufficient in the judgment of the Board of Directors, insuring the Board of Directors, the Association, the management agent (if any), 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.

(c) Fidelity Bond; Directors and Officers Coverage.

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

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

(d) **Contiguous Units; Improvements and Betterments.** The insurance maintained by the Association must include the Units, the Limited Common Elements except as otherwise determined by the Board of Directors, and the Common Elements. The insurance need not cover improvements and betterments to the units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected.

Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall and ceiling coverings. "Improvements and betterments" means all decorating, fixtures and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built-in cabinets installed by Unit Owners.

(e) **Deductibles.** The Board of Directors may, in the case of a claim for damage to a Unit or the Common Elements, (1) pay the deductible amount as a common expense; (2) after notice and an opportunity for a hearing, assess the deductible amount against the Unit Owners who caused the damage or from whose Units the damage or cause of loss originated; or (3) require the Unit Owners of the Units affected to pay the deductible amount.

(f) **Insured Parties; Waiver of Subrogation.** Insurance policies carried pursuant to subsections 5.01(a) and (b) must include each of the following provisions.

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

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

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

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

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

(i) **Certificates of Insurance.** Contractors and vendors (except public utilities) doing business with the Association under contracts exceeding \$10,000.00 per year must provide certificates of insurance naming the Association, the Board of Directors and the managing agent (if any) as additional insured parties.

(j) **Settlement of Claims.** Any insurer defending a liability claim against the Association must notify the Association of the terms of the settlement no less than ten (10) days before settling the claim. The Association may not veto the settlement unless otherwise provided by contract or statute.

9. **Emergency Action.** 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.

10. **Use of Technology.** (a) Any notice required to be sent or received or signature, vote, consent or approval required to be obtained under any Condominium Instrument or any provision of the Act may be accomplished using Acceptable Technological Means.

(b) The Association, Unit Owners and other persons entitled to occupy a Unit may perform any obligation or exercise any right under any Condominium Instrument or any provision of the Act by use of Acceptable Technological Means.

(c) A signature transmitted by Acceptable Technological Means satisfies any requirement for a signature under any Condominium Instrument or any provision of the Act.

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(d) Voting on, consent to and approval of any matter under any Condominium Instrument or any provision of this Illinois Condominium Property Act may be accomplished by any Acceptable Technological Means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in non-electronic form.

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

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

(g) The above subsections do not apply to any notices required: (i) under Article IX of the Code of Civil Procedure; or (ii) in connection with foreclosure proceedings in enforcement of any lien rights under the Act.

ARTICLE VI

ASSESSMENTS - MAINTENANCE FUND

1. (a) Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the costs 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 a reserve for contingencies and replacements. Each owner shall receive a copy of the proposed budget no less than 25 days prior to the adoption thereof by the Board, including the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the owners according to each owner's percentage of ownership in the common elements. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each owner shall be obligated to pay to the Board or as it may direct, 1/12th of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Board shall supply to all owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditure plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each owner's percentages of ownership in the common elements to the next monthly installments due from owner under the current year's estimate, until exhausted, and any net shortage shall be added according to each owner's percentage of ownership in the common elements to the installments in the succeeding six months after rendering of the accounting.

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

(c) Special Assessment. If the Regular Assessment and such reserve prove inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board may at any time or from time to time levy a special assessment, which shall be assessed to the Unit Owners according to each Unit Owner's Undivided Interest. If an adopted Annual Budget requires assessment against Unit Owners in any year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board of Directors, upon written petition by Unit Owners representing twenty percent (20%) of the votes of the Association may, within twenty-one (21) days of the Board of Directors' action, petition and require the Board of Directors to call a meeting of the Unit Owners within thirty (30) days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the Unit Owners are cast at the meeting to reject the budget, it is ratified whether or not a quorum is present. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in the preceding year, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, and budgeted expenses by the Association which are not anticipated to be incurred on a regular or annual basis shall be excluded from the computation.

(1) Assessments for capital improvements or additions to the Common Elements or to property owned by the Association not included in the annual budget adopted by the Board of Directors shall be separately assessed and shall be subject to the approval of two-thirds (2/3) of the total votes of all Unit Owners. The Board of Directors may adopt separate assessments payable over more than one (1) fiscal year.

(2) The Board of Directors may adopt separate assessments for expenditures relating to emergencies or mandated by law without being subject to Unit Owner approval or petition rights. Herein, "emergency" implies an immediate danger to the life, health, safety of property of the Unit Owners or the Association.

(d) The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the owner shall not constitute a waiver or release in any manner of such owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the

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same shall be determined, and in the absence of any annual estimate or adjusted estimate, the owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

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

(f) All funds collected hereunder shall be held and expended for the purposes for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the unit owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit use and account of all the unit owners according to the percentage allocated to each unit.

(g) If an owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board of Managers may bring suit for and on behalf of themselves and as representatives of all owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorney's fees to be fixed by the court.

To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the unit ownership of the owner involved when payable and may be foreclosed by an action brought in the names of the Board of Managers as in the case of foreclosures of liens against real estate. Said lien shall take effect and be in force when and as provided in the "Condominium Property Act" of Illinois; provided, however, that encumbrances owned or held by any bank, insurance company or savings and loan association shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered unit ownership which become due and payable subsequent to the date said encumbrancer either takes possession of said property, accepts a conveyance of any interest therein, or has a Receiver appointed in a suit to foreclosure his lien. Any encumbrancer may from time to time request in writing a written

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statement from the Board setting forth the unpaid common expenses with respect to the unit owner ship covered by his encumbrance and unless the request shall be complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrances.

ARTICLE VII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

1. The units and Common Elements shall be occupied and used as follows:

(a) No part of the property shall be used for other than housing and the related common purposes for which the property was designed. Each residential unit shall be used as a residence for a single family and for no other purpose.

(b) There shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior consent of the Board except as hereinafter expressly provided. Each owner shall be obligated to maintain and keep in good order and repair his own unit.

(c) Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance on the building, or contents thereof, applicable for residential use, without the prior written consent of the Board. No owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common elements.

(d) Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

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

(f) No noxious or offensive activity shall be carried on in any unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants.

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(g) Nothing shall be done in any unit, or in, on, or to the common elements, which will impair the structural integrity of the building or which would structurally change the building except as is otherwise provided herein.

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

(i) There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common elements except that baby carriages, bicycles and other personal property may be stored in a common storage area designated for the purpose.

(j) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise shall be conducted, maintained, or permitted on any part of the property, nor shall any "For Sale" "For Rent" signs or other window displays or advertising be maintained or permitted on any part the property or in any unit therein.

(k) Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Board.

(l) Satellite Dishes. In order to keep the aesthetic appearance of the Association in a good and orderly manner, the following restrictions shall apply:

(1) Any owner interested in installing a satellite dish one (1) meter or less in diameter should notify the Board of Directors and obtain instructions for installation within seven (7) days from the date of installation. Satellite dishes greater than one (1) meter in diameter are prohibited.

(2) Satellite dishes may only be installed on portions of property within the owner's exclusive use or control. Any deviations must be approved by the Board of Directors prior to the installation of the satellite dish.

(3) No more than one (1) antenna of each provider may be installed.

(m) Flags. Unit Owners are allowed to display American Flags and Military Flags on their Unit or the Common Elements immediately adjacent to their Unit subject to the Rules and Regulations of the Board of Directors and in accordance with the Act and Federal law. An American Flag shall be defined as a flag made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. An American Flag shall not include a depiction or emblem of the American flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

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A Military Flag shall be defined as a flag of any branch of the United States Armed Forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. A Military Flag shall not include a depiction or emblem of a military flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

(n) Disabilities Act. Until determined by Federal or state legislation, administrative agency or court of law, the Common Elements shall not be subject to the public facility regulations of the Americans with Disabilities Act. In order to conform to the Fair Housing Amendment Act of 1988, any Unit Owner or Resident may make reasonable modification to his Unit or its Limited Common Elements, subject to the following:

(1) All requests for modification to a Unit, Common Elements or Limited Common Elements must be in writing.

(2) The Board of Directors may request copies of plans, specifications, drawings, certifications and other reasonable documentation for its review.

(3) The Board of Directors may establish reasonable guidelines for construction of any addition, improvement or modification.

(4) All work must be approved by the Board of Directors prior to commencing construction.

(5) The Board of Directors may require the Owner or Resident to return the modification(s) to its original condition at Owner's expense upon sale or transfer of Unit Ownership.

(6) The Board of Directors shall have the authority to establish a fee for administration and documentation associated with Residents moving in and out of the premises, including a security deposit for damages to the Common Elements.

(o) Cannabis. The 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 but shall not otherwise restrict the consumption of cannabis by any other method within a Unit Owner's Unit or the Limited Common Elements. The Board may, however, restrict any form of consumption of cannabis within the Common Elements.

ARTICLE VIII

SALE, LEASING OR OTHER ALIENATION

1. Sale or Lease. Any owner who wishes to sell or lease his unit ownership (or any lessee of any unit wishing to assign or sublease such unit) to any person not related by blood or marriage to the owner shall give to the Board no less than thirty (30) days prior written notice of

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the terms of any contemplated sale or lease, together with the name and address of the proposed purchaser or lessee. The members of the Board and their successors in office, acting on behalf of the other unit owners shall at all times have the first right and option to purchase or lease such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days the owner (or Lessee) may, at the expiration of said thirty-day period and at any time within sixty (60) days after the expiration of said period, contract to sell or lease (or sublease or assign) such unit ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein.

2. Gift. Any owner who wishes to make a gift of his unit ownership or any interest therein to any person or persons who would not be heirs at law of the owner under the Rules of Descent of the State of Illinois were he or she to die within ninety (90) days prior to the contemplated date of such gift, shall give to the Board not less than ninety (90) days written notice of his or her intent to make such gift prior to the contemplated date thereof together with the name and address of the intended donee and the contemplated date of said gift. The members of the Board and their successors in office, acting on behalf of the other unit owners, shall at all times have the first right and option to purchase such unit ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice of the Board, the Board and the owner desiring to make such gift shall each appoint another qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the unit ownership or interest therein which the owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the owner and the Board. The Board's option to purchase the unit ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice.

3. Devise. In the event any owner dies leaving a will devising his or her unit ownership, or any interest therein, to any person or persons not heirs-at-law of the deceased owner under the Rules of Descent of the State of Illinois, and said will is admitted to probate, the members of the Board and their successors in Office, acting on behalf of the other unit owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said unit ownership or interest therein either from the devisee thereof named in said will, or if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to determine by arbitration. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisees or

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devises or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the unit ownership or interest therein devised by the deceased owner and shall thereupon give written notice of such determination to the Board and said devisee or devisees or personal representative, as the case may be. The Board's right to purchase the unit ownership or interest therein at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased owner is empowered to sell, and shall expire ten (10) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the rights of the members of the Board acting on behalf of the other unit owners, or their authorized representative, pursuant to authority given to the Board by the owners as hereinafter provided, to bid at any sale of the unit ownership or interest therein of any deceased owner which said sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased owner's estate which contains his or her unit ownership or interest therein.

4. Involuntary Sale.

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

(b) In the event any owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against his unit ownership, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such unit ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article VI.

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5. **Consent of Voting Members.** The Board shall not exercise any option hereinabove set forth to purchase any unit ownership or interest therein without the prior written consent of all of the voting members except the members whose unit ownerships are the subject of the option. The members of the Board or their duly authorized representatives, acting on behalf of the other unit owners, may bid to purchase at any sale of a unit ownership or interest therein, which said sale is held pursuant to an order or direction of a court, upon the prior unanimous written consent of the voting members whose unit ownerships are not subject to the sale, which said consent shall set forth a maximum price which the members of the Board their duly authorized representatives are authorized to bid and pay for said unit ownership or interest therein.

6. **Release or Waiver of Option.** Upon the written consent of all of the Board members, any of the options contained in this Article VIII may be released or waived and the unit ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

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

8. **Financing of Purchasing Under Option.**

(a) Acquisition of unit ownerships or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each owner in the ratio that his percentage of ownership in the common elements bears to the total of all such percentages applicable to units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in Paragraph (g) of Article VI.

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

9. **Title to Acquired Interests.** Unit ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the names of the members of the Board of Managers and their successors in office, or such nominee as they shall designate, for the benefit of all the owners. Said unit ownerships or interests shall be sold or leased by the members of the

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Board in such manner as the Board shall determine. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each owner in the same proportion in which the Board could levy a special assessment under the terms of paragraph 8 (a) of this Article.

10. **Garage Units.** Notwithstanding the provisions of Article VIII hereof, an owner may lease one or both of his garage units to other owners or to non-owners, provided, however, that such lease shall automatically terminate upon the sale or other disposition of his unit ownership.

11. Leasing of Units.

(a) Notwithstanding any foregoing provisions of this Declaration to the contrary, the leasing of Units at the Association is limited to a total of two (2) Units at any given time. Owners leasing their Unit as of the date of this Amendment may continue to do so until the current lease on file with the Association expires and the current tenant moves out ("Grandfathered"), at which time the Grandfathered status shall terminate and the Unit must be owner occupied or sold.

(b) The term "leasing of Units" includes a transaction where the title holder of a Unit, who does not reside therein, permits its occupancy by persons not on title regardless of whether a formal written lease exists or if consideration is paid therefor. Additionally, the term "leasing of units" shall include any transaction wherein possession of a Unit is provided prior to transfer of title including but not limited to contracts for deed.

(c) Any Unit Owner desiring to lease their Unit must apply to the Board for approval prior to entering into a lease agreement and their name will be added to a waiting list to be maintained by the Board or the managing agent on a first-come, first-served basis.

i. Whenever two (2) Units are being leased, no other Units may be leased.

ii. At such time as less than two (2) Units are being leased, the name on the waiting list for the longest period of time shall have the first opportunity to lease their Unit. That Unit Owner will be given thirty (30) days to indicate whether they intend to lease their Unit. Thereafter, that Unit Owner will then have an additional sixty (60) days to present a signed lease to the Board. Otherwise, the right to lease shall pass to the next Owner on the waiting list. The Board shall promptly review the proposed lease agreement in order to verify that it complies with the standards as set forth in the Declaration, By-laws and Rules and Regulations.

(d) In circumstances where leasing is permitted, the following restrictions apply to any lease:

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i. All leases must be in writing and in conformance with and make specific reference to the legal documents of the Association;

ii. Leasing less than the entire Unit is prohibited;

iii. No lease shall be for a term of less than one (1) year;

iv. All Leases are subject to the condominium instruments and the rules and regulations of the Association and the Unit Owner shall be responsible for the conduct of his/her tenants, and his/her tenant's guests and invitees, and any violations of the condominium instruments and/or rules and regulations;

v. Copies of all leases must be submitted to the Board not later than the date of occupancy or ten (10) days after execution of the lease, whichever occurs first.

vi. No Unit may be used, licensed 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, license, 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. The Association reserves the right to take legal action against any Owner operating a business of this type, to include but not be limited to, the imposition of a fine in an amount equal to or greater than the nightly, weekly or monthly rental rate for the Unit received by the Owner of the Unit. Unit Owners should be aware that the Association may monitor any and all short term rental websites periodically to ensure compliance.

(e) Owners may lease to blood relatives and Units leased to a blood relative(s) shall not be counted as a leased unit. Blood relatives shall be defined as parents, siblings or children (natural or adopted). Owners who have their Unit occupied by a blood relative shall otherwise comply with the restrictions contained herein, and may not sublease or lease less than all of the Unit to third parties.

(f) The Board has the authority to adopt additional Rules and Regulations regarding the leasing of Units.

(g) Any Unit being leased in violation of this Amendment or any Unit Owner and/or tenant found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

(h) In addition to the authority to levy fines against the Unit Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an

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action for possession against the Unit Owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

(i) Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(j) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

(k) The Board of Directors of the Association shall have the right to lease any Association owned Units, or any Unit which the Association has possession of pursuant to any court order, and said Units shall not be subject to this Amendment.

ARTICLE IX

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

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

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

3. **Repair, restoration or reconstruction of the improvements as used in this Article,** means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each unit and the common elements having the same vertical and horizontal boundaries as before.

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ARTICLE X

SALE OF THE PROPERTY

1. The owners by affirmative vote of at least seventy-five percent (75%) of the total vote, at a meeting duly called for such purpose, may elect to sell the property as a whole. Such action shall be binding upon all unit owners, and it shall thereupon become the duty of every unit owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any unit owner who did not vote in favor of such action and who has filed written objection thereto with the Board within 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 a fair appraisal, less the amount of any unpaid assessment or charges due and owing from such unit owner. In the absence of agreement on an appraiser, such unit owner and the Board may each select an appraiser, and two so selected shall select a third, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

ARTICLE XI

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

1. Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding sections:

(a) to enter upon the property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its agents, shall not thereby be deemed guilty in any manner or trespass; or

(b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

2. Involuntary Sale. If any owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board or shall occur repeatedly during any 30 day period after written notice or request to cure such violation from the Board, then the Board shall have the power to issue to the defaulting owner a 10-day notice in writing to terminate the rights of the said defaulting owner to continue as an owner and to continue to occupy, use or control his unit ownership and thereupon an action in equity may be filed by the members of the

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Board against the owner or occupant, or, subject to the prior consent in writing of any mortgagee having a security interest in the unit ownership of the defaulting owner, which consent shall not be unreasonably withheld, in the alternative a decree declaring the termination of the defaulting owner's right to occupy, use or control the unit ownership owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charges reasonable attorneys' fees and all other expenses of the proceeding, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the unit ownership and, subject to the Board's rights as provided in paragraph 4(a) of Article VIII hereof, to immediate possession of the property so sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

ARTICLE XII

ASSOCIATION

Formation of Association. There has been and shall be incorporated a not for profit corporation under the laws of the State of Illinois to be called "OGLESBY CONDOMINIUM ASSOCIATION" or a name similar thereto, to facilitate administration and operation of the property. Upon the formation of such Association every owner shall be a member therein, which membership shall terminate upon the sale or other disposition by such member of his unit ownership, at which time shall automatically become a member therein.

ARTICLE XIII

RECORDS OF THE ASSOCIATION

1. Books And Records. The Board of Directors 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, Bylaws, and plats of survey, and all amendments of these;
- (b) the rules and regulations of the Association, if any;

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(c) the Articles of Incorporation of the Association and all amendments to the Articles of Incorporation;

(d) minutes of all meetings of the Association and the Board of Directors for the immediately preceding seven (7) years;

(e) all current policies of insurance of the Association;

(f) all contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the Owners have obligations or liabilities;

(g) a current listing of the names, addresses, 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 Directors; and

(i) the books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including, but not limited to itemized and detailed records of all receipts and expenditures.

2. **Inspection, Examination And Copying Of Records.** Any member of the Association shall have the right to inspect, examine, and make copies of the records described in subdivisions (a), (b), (c), (d), and (e) of Section 1 above, 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 or its authorized agent, stating with particularity the records sought to be examined. Failure of the Board to make available all records so requested within 10 business days of receipt of the member's written request shall be deemed a denial. Any member who prevails in an enforcement action to compel examination of records described in subdivisions (a), (b), (c), (d), and (e) of Section 1 above of this Section shall be entitled to recover reasonable attorney's fees and costs from the Association.

3. **Proper Purpose.** Except as otherwise provided in this Section 5, any member of an Association shall have the right to inspect, examine, and make copies of the records described in subdivisions (g) and (h) of subsection 1 of this Section, in person or by agent, at any reasonable time or times but only for a purpose that relates to the Association, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Board or its authorized agent, stating with particularity the records sought to be examined. As a condition for exercising this right, the Board or authorized agent of the Association may require the member to certify in writing that the information contained in the records obtained by the member will not be used by the member for any commercial purpose or for any purpose that does not relate to the Association. The Board may impose a fine in

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accordance with item (l) of Section 18.4 of the Act upon any person who makes a false certification. Subject to the provisions of subsection 5 of this Section, failure of the Board to make available all records so requested within 10 business days of receipt of the member's written request shall be deemed a denial; provided, however, that the Board that has adopted a secret ballot election process as provided in Section 18 of the Act shall not be deemed to have denied a member's request for records described in subdivision (h) of subsection 1 of this Section if voting ballots, without identifying unit numbers, are made available to the requesting member within 10 business days of receipt of the member's written request. Any member who prevails in an enforcement action to compel examination of records described in subdivision (g) or (h) of subsection 1 of this Section shall be entitled to recover reasonable attorney's fees and costs from the Association only if the court finds that the Board acted in bad faith in denying the member's request. As used in this Section, "commercial purpose" means the use of any part of a record or records described in subdivisions (g) and (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.

4. **Cost Of Records.** 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. **Records Not Available For Inspection.** Notwithstanding the provisions of this Section, unless otherwise directed by court order, the following records are not available to inspection, examination, or copying by 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 Directors 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 Directors 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 an association in connection with the lease, sale, or other transfer of a unit by a member other than the requesting member.

6. **Records At Resale Of Units.** In the event of a resale of any Unit by a Unit Owner, and within thirty (30) days after the written request by such Unit Owner, the Board of Directors

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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 of Directors shall be allowed to charge a reasonable fee, not to exceed the maximum amount prescribed by the Act, for providing such information.

ARTICLE XIV

GENERAL PROVISIONS

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

2. Notices required to be given to said Board or the Association may be delivered to any member of the Board or officer of the Association either personally, by mail addressed to such member or officer at his unit, or by Acceptable Technological Means.

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

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

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

6. This Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed and acknowledged by the Board, the owners having at least two-thirds ($\frac{2}{3}$ rds) of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit ownership, not less than ten (10) days prior to the date of such affidavit.

The change, modification or rescission shall be effective upon recording of such instrument in the office of the Recorder of Deeds of Cook County Illinois; provided however, that no provisions of the "Condominium Property Act."

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

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

- (a) the rule against perpetuities or some analogous statutory provisions,
- (b) the rule restricting restraints on alienation, or
- (c) any other statutory or common law rules imposing time limits, than such provision shall continue only until twenty-one years after the death of the survivor of the now living lawful descendants of Richard J. Daley, Mayor of Chicago, and Lyndon B. Johnson, President of the United States.

9. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development.

10. 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 trust property remain vested in the trust beneficiary or beneficiaries then the trust estate under such trust and beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No liability shall be asserted against any such titleholding trustee personally for payment of any claim, lien or obligation or for the performance of any agreement, covenant or undertaking hereby created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part thereon, but the amount thereof shall continue to be a charge or lien upon the Unit Ownership notwithstanding any changes in the beneficial interest of any such trust or transfers of title to such Unit Ownership.

APPROVED THIS 30 DAY OF MAY, 2023 BY THE BOARD OF DIRECTORS FOR 6735-37 OGLESBY CONDOMINIUMS:

Kimberly Blain, Secretary

Dynisha Cross, President

BEING AT LEAST TWO-THIRDS (2/3) OF THE BOARD OF DIRECTORS FOR
 THE 6735-37 OGLESBY CONDOMINIUMS

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EXHIBIT 1

LEGAL DESCRIPTION

UNITS: 101, 101-A, 101-B, 102, 102-A, 102-B, 103, 103-A, 103-B, 201, 201-A, 201-B, 202, 202-A, 202-B, 203, 203-A, 203-B and 2B as delineated on survey of the south 18 feet of Lot 6, all of Lot 7, and the North 9 feet of Lot 8 in the West's Resubdivision of Lots 13 to 24 inclusive in Stuart's Subdivision of the East 1/3 of that part North of 68th Street of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium made by Guaranty Bank and Trust Company, as Trustee under Trust No. 9949, recorded in the Office of Recorder of Cook County, Illinois, as Document No. 19716679.

Commonly known as: 6735-37 South Oglesby Avenue
Chicago, Illinois 60649

P.I.N. Numbers 20-24-406-028-1001

through 20-24-406-028-1007

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

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

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EXHIBIT 2

PERCENTAGE INTEREST IN COMMON ELEMENTS

<u>ADDRESS</u>	<u>UNIT</u>	<u>PERCENTAGE INTEREST IN COMMON ELEMENTS</u>
6735 South Oglesby Avenue Chicago, Illinois	101, 101-A, 101-B	15%
6735 South Oglesby Avenue Chicago, Illinois	102, 102-A, 102-B	15%
6735 South Oglesby Avenue Chicago, Illinois	103, 103-A, 103-B	15%
6737 South Oglesby Avenue Chicago, Illinois	201, 201-A, 201-B	15%
6737 South Oglesby Avenue Chicago, Illinois	202, 202-A, 202-B	15%
6737 South Oglesby Avenue Chicago, Illinois	203, 203-A, 203-B	15%
6737 South Oglesby Avenue Chicago, Illinois	2B	<u>10%</u>
		100%

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EXHIBIT A

AFFIDAVIT OF SECRETARY

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Kimberly Blair, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of 6735-37 Oglesby Condominiums, and as such Secretary and keeper of the books and records of said condominium. I further state that the foregoing Amended and Restated Declaration was approved by at least two-thirds (2/3) of the members of the Board of Managers of said condominium, at a meeting of the Board of Managers duly noticed and convened and held for that purpose on May 30th, 2023, at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect, and that a copy of the foregoing Amended and Restated Declaration either was delivered personally to each Unit Owner at the Association or was sent by regular mail, to each Unit Owner in the Association at the address of the Unit or such other address as the Owner has provided to the Board of Managers for purposes of mailing notices. I further state the Unit Owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amended and Restated Declaration.

Kimberly Blair
 6735-37 Oglesby Condominiums

SUBSCRIBED AND SWORN to before me
 this 28 day of July, 2023

Marlene L. Harris Waters
 Notary Public



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EXHIBIT B

CERTIFICATION AS TO OWNER APPROVAL

I, Kimberly Blair, do hereby certify that I am the duly elected and qualified secretary for the 6735-37 Oglesby Condominiums, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the 6735-37 Oglesby Condominiums was duly approved by two-thirds (2/3) of the Owners, in accordance with the provisions of the Original Declaration.

Kimberly Blair
Secretary

Sworn to and subscribed before me this
28 day of July, 2023

Marlene L. Harris Waters
Notary Public



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6735-37 OGLESBY CONDOMINIUMS

BALLOT

Regarding the proposed Amendment to the Declaration for the 6735-37 Oglesby Condominiums:

I approve of the amendment restricting leasing.

I do not approve of the amendment restricting leasing.

Tynesha Cross
Signature line

TYNESHA CROSS
Printed Name

Property Address: 6735 S. Oglesby Ave Unit # 2N
Chicago, Illinois

Percentage of Ownership: _____ %

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

JP Morgan Chase

Mail Code LA4-6475

700 Kansas Lane, Monroe, LA 71203

Loan No. 4023599033

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

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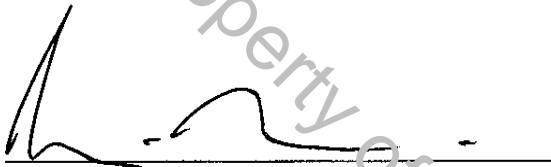
6735-37 OGLESBY CONDOMINIUMS

BALLOT

Regarding the proposed Amendment to the Declaration for the 6735-37 Oglesby Condominiums:

I approve of the amendment restricting leasing.

I do not approve of the amendment restricting leasing.



Signature line

Nicole Morillon

Printed Name

Property Address: 6737 S. Oglesby Unit # 2B
Chicago, Illinois

Percentage of Ownership: 100 %

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

N/A

Loan No. N/A

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

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6735-37 OGLESBY CONDOMINIUMS

BALLOT

Regarding the proposed Amendment to the Declaration for the 6735-37 Oglesby Condominiums:

I approve of the amendment restricting leasing.

I do not approve of the amendment restricting leasing.

Kimberly Blair
Signature line

Kimberly Blair
Printed Name

Property Address: 6735 S. Oglesby Ave Unit # 1 North
Chicago, Illinois 60649

Percentage of Ownership: 15 %

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

Rushmore Loan Management
Customer Care Department
P.O. Box 55004 Irvine, CA 92619

Loan No. 7600628503

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

Juana

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6735-37 OGLESBY CONDOMINIUMS

BALLOT

Regarding the proposed Amendment to the Declaration for the 6735-37 Oglesby Condominiums:

I approve of the amendment restricting leasing.

I do not approve of the amendment restricting leasing.

Juana R. Pollar

Signature line

Juana R. Pollar

Printed Name

Property Address: 6737 S. Oglesby Ave Unit # 3M
Chicago, Illinois

Percentage of Ownership: 15 %

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

CHASE

700 Kansas Lane

LA 4 6633 Monro, LA 71203

Loan No. 4020760399

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

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6735-37 OGLESBY CONDOMINIUMS

BALLOT

Regarding the proposed Amendment to the Declaration for the 6735-37 Oglesby Condominiums:

I approve of the amendment restricting leasing.

I do not approve of the amendment restricting leasing.



Signature line

Sylvia Szafrań

Printed Name

Property Address: 6737 S. Oglesby Unit # 1S
Chicago, Illinois

Percentage of Ownership: 15 %

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

N/A

Loan No. N/A

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

Sylvia

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6735-37 OGLESBY CONDOMINIUMS

BALLOT

Regarding the proposed Amendment to the Declaration for the 6735-37 Oglesby Condominiums:

I approve of the amendment restricting leasing.

I do not approve of the amendment restricting leasing.

Sylvia J. Cowington
Signature line

Sylvia J. Cowington
Printed Name

Property Address: 6735 S. Oglesby Unit # 3N
Chicago, Illinois

Percentage of Ownership: 15 %

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

Midland Mort
999 N.W. Grand Blvd.
Oklahoma City OK 73118

Loan No. 0050191527

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

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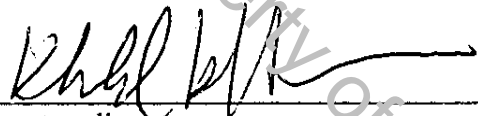
6735-37 OGLESBY CONDOMINIUMS

BALLOT

Regarding the proposed Amendment to the Declaration for the 6735-37 Oglesby Condominiums:

I approve of the amendment restricting leasing.

I do not approve of the amendment restricting leasing.


Signature line

KHALD N HAWKINS
Printed Name

Property Address: 6737 S. OGLESBY Unit # 25
Chicago, Illinois

Percentage of Ownership: 15 %

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

Wells Fargo
PO Box 14411
Des Moines IA 50306

Loan No. 0216913566

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

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EXHIBIT C

AFFIDAVIT AS TO MORTGAGEE NOTIFICATION

I, Kimberly Blair, do hereby certify that I am the duly elected and qualified Secretary for the 6735-37 Oglesby Condominiums, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the 6735-37 Oglesby Condominiums was mailed to all Mortgagees having bona fide liens of records no less than ten (10) days prior to the date of this affidavit.

Kimberly Blair
Secretary

Sworn to and subscribed before me this
6 day of September, 2023

Crystal Magana
Notary Public

