

UNOFFICIAL COPY



2336334002

Doc# 2336334002 Fee \$225.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/29/2023 09:37 AM PG: 1 OF 88

For use by Recorder's Office only

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS FOR RIVER OAKS CONDOMINIUM ASSOCIATION

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

Michael G. Kreibich, Esq.
Kovitz Shifrin Nesbit
175 North Archer Avenue
Mundelein, IL 60060 – 847/537-0500

RECORDING FEE \$225-
DATE 12-29-23 COPIES 6x
OK BY RUISTO

UNOFFICIAL COPY

Table of Contents

1. DEFINITIONS.....	5
2. SUBMISSION OF PROPERTY TO THE ACT.....	7
3. PLAT.....	7
4. UNIT IDENTIFICATION	7
5. ADMINISTRATION AND OPERATION OF THE PROPERTY.....	7
6. INDEMNITY.....	8
7. BOARD'S DETERMINATION BINDING	8
8. OWNERSHIP OF THE COMMON ELEMENTS.....	9
9. NO SEVERANCE OF OWNERSHIP.....	9
10. USE OF THE COMMON ELEMENTS.....	9
11. COMMON EXPENSES.....	10
12. SEPARATE MORTGAGES.....	10
13. SEPARATE REAL ESTATE TAXES.....	10
14. INSURANCE.....	10
15. MAINTENANCE, REPAIRS AND REPLACEMENTS.....	13
16. ALTERATIONS, ADDITIONS OR IMPROVEMENTS.....	14
17. DECORATING.....	14
18. EASEMENTS.....	15
19. SALE OR LEASE BY A UNIT OWNER - FIRST OPTION TO BOARD.....	16
20. USE AND OCCUPANCY RESTRICTIONS.....	18
21. REMEDIES.....	19
22. AMENDMENT.....	20
23. NOTICES.....	20
24. SEVERABILITY.....	21
25. PERPETUITIES AND OTHER RULES OF PROPERTY.....	21
26. RIGHTS AND OBLIGATIONS	21
27. GENERAL PROVISIONS.....	21
28. BOOKS AND RECORDS.....	22
29. USE OF TECHNOLOGY.....	25

UNOFFICIAL COPY

EXHIBIT "A" 1
 Legal description 1
EXHIBIT "B" 1
 Percentage Interest In Common Elements 1
EXHIBIT "C" 1
 Amended and Restated By-Laws..... 1

Property of Cook County Clerk's Office

UNOFFICIAL COPY

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR RIVER OAKS CONDOMINIUM ASSOCIATION

This Amended and Restated Declaration ("Declaration") is made by the River Oaks Condominium Association (the "Association"). The statutory provisions have been approved by of two-thirds (2/3) of the Board of Directors pursuant to Section 27(b)(1) of the Illinois Condominium Property Act ("Act"), 765 ILCS 605/27. The discretionary changes to this Declaration have been approved by Unit Owners having at least three-fourths (3/4) of the total vote in accordance with Paragraph 22 of the Original Declaration.

WITNESSETH:

WHEREAS, the Association and its Owners are the legal title holders of certain real estate (hereinafter referred to as the "Property") in the County of Cook, City of Des Plaines and State of Illinois, legally described on Exhibit A attached hereto; and

WHEREAS, by the recording of the Original Declaration on March 13, 1974 in Cook County, Illinois as Document No. 22653135, the Property was submitted to the provisions of the Declaration and the Condominium Property Act of the State of Illinois, (hereinafter sometimes referred to as the "Act"), which established for the benefit of all current and future owners or occupants of the Property, or any part thereof, certain easements and rights in, over and upon the Property and mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

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

WHEREAS, various provisions of the Act established certain requirements which the Association is required by law to follow, and with which the present Declaration is in conflict; and

WHEREAS, because of this conflict between the language of the Declaration and the Act, there is the likelihood that confusion, illegal action, or litigation could result imposing needless financial expense on the Association and individual unit owners and possibly also calling into question the validity of actions of the Board of the Association; and

WHEREAS, this Amended and Restated Declaration incorporates all of the amendments to the Declaration and changes in the law implemented since the adoption of the Original

UNOFFICIAL COPY

Declaration. Such changes that supersede provisions of the Original Declaration are incorporated herein; and

WHEREAS, Section 27(b)(1) of the Illinois Condominium Property Act (the "Act"), 765 ILCS 605/27, provides a procedure for amending the Declaration to correct omissions and other errors in the Declaration. This section of the Act provides that, where there is an omission or error in the Declaration, By-Laws or other condominium instruments, the Association may correct the error or omission by an amendment in order to conform the instrument with the provisions of the Act. The Section 27(b) of the Act amendment may be adopted by a vote of two-thirds (2/3) of the members of the Board of Managers unless the Board of Managers' action is rejected by a majority of the votes of the Unit Owners at a meeting of the Unit Owners duly called for that purpose pursuant to a written petition of the Unit Owners having twenty percent (20%) of the votes of the Association filed within thirty (30) days after the action of the Board of Managers to approve such amendment; and

WHEREAS, this Amended and Restated Declaration was approved by at least two-thirds (2/3) of the members of the Board of Directors of the Association at a duly called meeting held on _____, 2023 in accordance with Section 27(b) of the Act; and

WHEREAS, the Board of Directors of the Association has given written notice of its action to all Unit Owners according to the procedures set forth in the Act, and the requisite number of Unit Owners failed to submit a written petition to the Board of Directors within thirty days of the Board of Directors' action, as provided by Section 27(b)(3) of the Act.

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

1. DEFINITIONS

As used herein, unless the context otherwise requires:

(a) "Acceptable Technological Means" shall mean and include, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the association, is deemed to provide reasonable security, reliability, identification, and verifiability.

(b) "Act" means the "Condominium Property Act" of the State of Illinois.

(c) "Association" means the River Oaks Condominium Association, an Illinois Not-For-Profit Corporation.

(d) "Board" means the Board of Managers or Board of Directors of the Association.

UNOFFICIAL COPY

(e) "Building" means the building or buildings located on the parcel and forming part of the Property and containing the Units, as shown by the surveys of the respective floors of said Building included in the Plat.

(f) "Common Elements" means all of the Property, except the Units, and shall include, but shall not be limited to, the land, foundations, hallways, stairways, entrances and exits, storage areas, basement, roof, pipes, ducts, electrical wiring and conduits situated entirely within a Unit and utility lines, floors, ceilings and perimeter walls of Units (other than such portions thereof included within Unit boundaries as shown on the Plat), structural components of the Building, outside walks and driveways, landscaping, and all other portions of the Property except the individual Units. Structural components located within the boundaries of a Unit shall be part of the Common Elements.

(g) "Declaration" means this Amended and Restated Declaration by which the property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as from time to time amended.

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

(i) "Limited Common Elements" means a portion of the Common Elements contiguous to and serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, including specifically, but not by way of limitation, balconies, and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows and entryways, and of all associated fixtures and structures therein as lie outside the Unit boundaries. The Board as hereinafter defined may from time designate other portions of the Common Elements as Limited Common Elements including, but not limited to, automobile parking spaces, storage lockers, rubbish collection areas, and such heating, plumbing and electrical fixtures and all associated pipes, ducts and wiring as may serve-exclusively a single Unit or group of contiguous Units.

(j) "Majority" or "Majority of the Unit Owners" means the owners of more than 50% in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership of the Common Elements.

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

(l) "Property" means all the land, property and space comprising the land hereinabove described, all improvements and structures constructed or contained therein or

UNOFFICIAL COPY

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 and submitted to the provisions of the Act.

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

(n) "Unit Ownership" means a part of the Property consisting of one Unit and the undivided interests in the Common Elements appurtenant thereto.

(o) "Unit" means a part of the Property, including one or more rooms and occupying one or more floors or a part or parts thereof, designed or intended for independent use as a one-family dwelling or such other incidental uses permitted by this Declaration, as set forth on Plat attached to the Original Declaration as EXHIBIT "A". Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes constituting the boundaries of such Unit as shown on the Plat; provided, however, that no structural components of a Building, and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within a Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed to be a part of said Unit.

2. SUBMISSION OF PROPERTY TO THE ACT

The Property has been and shall be submitted to the provisions of the Act. Each Person owning a Unit Ownership shall comply with the provisions of the Act as well as other laws, ordinances and other regulations applicable to condominium ownership in regard to the Property.

3. PLAT

The Plat attached to the Original Declaration as EXHIBIT "A", and made part hereof by reference only, sets forth the measurements, elevations, locations and other data, as required by the Act, including (1) the parcel and its exterior boundaries; (2) the Building, and each floor thereof; and (3) each Unit of the Building.

4. UNIT IDENTIFICATION

Each Unit is identified on the Plat by a distinguishing number or other symbol. The legal description of each Unit shall refer to such identifying number or symbol.

5. ADMINISTRATION AND OPERATION OF THE PROPERTY

The governing body for all of the Unit Owners for the administration and operation of the Property, as provided in the Act and in this Declaration and in the By-Laws, shall be the Board of Managers who shall be elected in the manner provided in the By-Laws. There has been incorporated an Illinois not-for-profit corporation, River Oaks Condominium Association, which shall be the governing body for all of the Unit Owners and for the administration and operation

UNOFFICIAL COPY

of the Property as provided in the Act and in this Declaration and in the By-Laws. The Board of Directors shall constitute the Board of Managers provided for in the Act, and all rights, titles, powers privileges and obligations vested in or imposed upon the Board of Managers in the Act and in this Declaration and in the By-Laws shall be held or performed by the corporation or by the duly elected members of the Board of Directors thereof and their successors in office. The By-Laws for the governing body shall be the By-Laws appended hereto as EXHIBIT "C" and made a part hereof.

Whenever the word "Board" is used in this Declaration or in the By-Laws, it shall mean and refer to the Board of Managers, if there is no Corporation, or if there is a Corporation, it shall mean and refer to said Corporation acting through its Board of Directors. The Board shall be elected by the Unit Owners in accordance with the By-Laws. Neither the Board, the Corporation nor the Unit Owners shall be deemed to be conducting a business of any kind. All funds collected by the Board shall be held and expended for the purposes designated in the Declaration and By-Laws and (except for such adjustments as the Board may require to reflect delinquent prepaid and special assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in EXHIBIT "B", and shall be administered in accordance with the provisions of the Declaration and By-Laws. Each Unit Owner shall be a member of the Corporation (if same has been chartered) so long as he shall be a Unit Owner, and such membership shall automatically terminate when he ceases to be a Unit Owner, and upon transfer of his ownership interest, the next Unit Owner succeeding to such ownership interest shall likewise succeed to such membership in the Corporation.

6. INDEMNITY

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

7. BOARD'S DETERMINATION BINDING

UNOFFICIAL COPY

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

8. OWNERSHIP OF THE COMMON ELEMENTS

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

9. NO SEVERANCE OF OWNERSHIP

No owner shall execute any deed, mortgage, lease or other instrument affecting title to his unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease, or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

10. 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 purposes of access and ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall 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. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act and of this Declaration and the By-Laws herein and the rules and regulations of the Board. The Board shall have the exclusive authority from time to time to adopt or amend administrative rules and regulations governing the use, occupancy and control of the Common Elements as more particularly provided in the By-Laws. The Board shall have the authority to lease or to grant

UNOFFICIAL COPY

licenses or concessions with respect to parts of the Common Elements, subject to the provisions of the Declaration and By-Laws, including specifically but not by way of limitation, common parking areas, laundry areas, storage areas, and commercial and recreational areas.

11. COMMON EXPENSES

Each Unit Owner shall pay his proportionate share of the expenses of administration, maintenance and repair of the Common Elements and of any other expenses incurred in conformance with the Declaration and By-Laws or otherwise lawfully agreed upon (which expenses are herein sometimes referred to as "common expenses"). Such proportionate share of the common expenses for each Unit Owner shall be in the same ratio as his percentage of ownership in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act, provided, however, that encumbrances owned or held by any bank, insurance company, or savings and loan association shall be subject as to priority after written notice to said encumbrances of unpaid common expenses only to the lien of all common expenses on the encumbered Unit which became due and payable subsequent to the date said encumbrancer takes possession of the Unit.

12. SEPARATE MORTGAGES

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

13. SEPARATE REAL ESTATE TAXES

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

14. INSURANCE

(a) The Board shall have the authority to and shall obtain insurance for the Property against loss or damage by fire and such other hazards as the Board may deem desirable, for the

UNOFFICIAL COPY

full insurable replacement cost of the Common Elements and the Units. Premiums for such insurance shall be common expenses.

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.

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

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

(c) **Waiver.** Property and general liability insurance policies required to be carried by the Association must include each of the following provisions:

UNOFFICIAL COPY

(i) 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.

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

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

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

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

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

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

UNOFFICIAL COPY

their capacity as members of the Board of Directors; the managing agent; and employees of the Board of Directors and the managing agent.

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

(i) **Mandatory Unit Owner Coverage.** Each Unit Owner shall be responsible to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Unit Owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the Unit. The personal liability of a Unit Owner or Association member must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this subsection/subparagraph, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

15. MAINTENANCE, REPAIRS AND REPLACEMENTS

Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Board as part of the common expenses, subject to the rules and regulations of the Board, provided, that at the discretion of the Board, maintenance, repairs and replacements of the Limited Common Elements may be assessed in whole or in part to Unit Owners benefited thereby and further, at the discretion of the Board, it may direct such Unit Owners in the name and for the account of such Unit Owners to arrange for such maintenance, repairs and replacements, to pay the cost thereof, and to procure and deliver to the Board such lien waivers and contractor's and sub-contractor's sworn statements as may be required to protect the Property from all mechanic's or materialmen's lien claims that may arise therefrom.

The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or Common Elements, rather than against a particular Unit and its corresponding percentage of ownership in the Common Elements. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount

UNOFFICIAL COPY

necessary to discharge the same and for all costs and expenses (including attorney's fees) incurred by reason of such lien.

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any Unit is necessary to protect the Common Elements or any other portion of the Building the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owner, which notice may be served by delivering a copy thereof to any occupant of such Unit, or by mailing the same by certified or registered mail addressed to the Owner at the Unit. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner.

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

The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this Paragraph 15. All expenses which, pursuant to this Paragraph 15, are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

16. ALTERATIONS, ADDITIONS OR IMPROVEMENTS

No alterations of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as common expenses (or in the case of Limited Common Elements may charge to the Unit Owner benefited thereby) alterations and improvements of, and additions to, the Common Elements. Any Unit Owner may make alterations, additions or improvements within his Unit without the prior written approval of the Board, but in any event such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the Property as a result of such alterations, additions or improvements. Impairment of Structural Integrity of Building: Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building except as is otherwise provided herein.

17. DECORATING

Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and

UNOFFICIAL COPY

interior decorating. In the event the boundaries of any Unit, as shown on the Plat, are the finished undecorated interior surfaces of the perimeter walls, floors and ceilings thereof, the owner of such Unit shall be entitled to the exclusive use of such surfaces, and such Unit Owner shall maintain such surfaces in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board, and each such Unit Owner shall have the right to decorate such surfaces from time to time in such manner as he may see fit and at his sole expense. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units as above provided) and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the Common Expenses.

18. EASEMENTS

(a) In the event that, by reason of the construction, settlement or shifting of the building, or the design or construction of any unit, any part of the common elements encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements or any other unit, or, if by reason of the design or construction of 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) All public utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and through the Common Elements for the purpose of providing utility services to the Property.

(c) 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, mortgagee and other person having an interest in said land or any part or portion thereof.

(d) Reference in the respective deeds of conveyance, encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements or any other unit, or, if by reason of the design or

UNOFFICIAL COPY

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.

(e) Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

19. SALE OR LEASE BY A UNIT OWNER - FIRST OPTION TO BOARD

(a) First Option to the Board. If any Unit Owner shall desire at any time to sell or lease his Unit Ownership, other than to a co-owner of the same Unit, he shall first give the Board at least thirty (30) days' prior written notice of the proposed sale or lease, which notice shall state the name and address and financial references of the proposed purchaser or lessee and the terms of the proposed sale or lease. During the period of thirty (30) days following the receipt by the Board of such written notice, the Board shall have the first right, at its option, to purchase or lease such Unit Ownership upon the same terms as the proposed sale or lease described in such notice.

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

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

The Board shall have the authority to elect not to exercise such option and to give written notice of such election. A certificate executed and acknowledged by the president or secretary of

UNOFFICIAL COPY

the Board, certifying that the Board has, elected not to exercise such option to purchase or lease such Unit Ownership upon the terms of such proposed sale or lease, shall be conclusive evidence of such election by the Board and of the compliance with the provisions hereof by the Unit Owner proposing to make such proposed sale or lease. Such certificate shall be furnished to such Unit Owner upon his compliance with the provisions hereof.

If the Board shall adopt a resolution recommending that it shall exercise its option to purchase or lease such Unit Ownership upon the terms of such proposed sale or lease, the Board shall promptly call a meeting of all of the Unit Owners for the purpose of voting upon such option, which meeting shall be held within said thirty (30) day period. If Unit Owners owning not less than two-thirds (2/3) in the aggregate in interest of the undivided ownership of the Common Elements by affirmative vote at such meeting, authorize the Board to exercise such option to make such purchase or lease, then the Board shall promptly give written notice of such election as herein provided. In such event, such purchase or lease by the Board shall be closed and consummated, and, for such purpose, the Board shall have the authority to make such mortgage or other financing arrangements, and to make such assessments proportionately among all the respective Unit Owners, and to make such other arrangements, as the Board may deem desirable in order to close and consummate such purchase or lease of such Unit Ownership by the Board.

If the Board shall make any such purchase or lease of a Unit Ownership as herein provided, the Board or its nominee shall hold the same for the benefit of the remaining Unit Owners and shall have the authority at any time thereafter to sell or sublease such Unit Ownership upon such terms as the Board shall deem desirable, and all of the net proceeds or deficit therefrom shall be applied among, or charged to, such remaining Unit Owners in proportion to their respective interests in such Unit Ownership.

If a proposed lease of any Unit Ownership is made by any Unit Owner, after compliance with the foregoing provisions, a copy of the lease as and when executed shall be furnished by such Unit Owner to the Board, and the lessee thereunder shall be bound by and be subject to all of the obligations of such Unit Owner with respect to such Unit Ownership as provided in this Declaration and the By-Laws, and the lease shall expressly so provide. The Unit Owner making any such lease shall not be relieved thereby from any of his obligations. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the Board's right of first option shall apply to such Unit Ownership.

If any sale or lease of a Unit Ownership is made or attempted by any Unit Owner without complying with the foregoing provisions, such sale or lease shall be subject to each and all of the rights and options of the Board hereunder and each and all of the remedies and actions available to the Board hereunder or at law or in equity in connection therewith.

UNOFFICIAL COPY

The foregoing provisions with respect to the Board's right of first option as to any proposed sale or lease shall be and remain in full force and effect until the Property as a whole shall be sold or removed from the provisions, of the Act, as provided in the Act, unless sooner rescinded or amended by the Unit Owners in the manner herein provided for amendments of this Declaration. The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions for the purpose of implementing and effectuating the foregoing provisions.

For the purposes of this Paragraph 19, the word "Owner" shall include any beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title/to a Unit Ownership, and the term "Unit Ownership" shall include the beneficial interest, shares or partnership interest, as the case may be, held by such Owner.

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

20. USE AND OCCUPANCY RESTRICTIONS

No Unit shall be used for other than residential purposes. Each Unit shall be used as a residence for a single family, and for no other purpose, by the Unit Owner and his family, or by a person or single family to whom the Unit Owner shall have leased his Unit, subject to the provisions with respect to leasing contained in the Declaration.

The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the respective families residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective Units; provided, however, the common parking areas, storage areas, laundry room, management office, and other special areas shall be used for the purposes approved by the Board.

UNOFFICIAL COPY

21. REMEDIES

In the event of any default by any Unit Owner under the provisions of the Act, Declaration, By-laws or rules and regulations of the Board, the Board or its agents shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-laws or said rules and regulations or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment Or money and collection thereof, or the right to take possession of the Unit and to sell the same as hereinafter in this paragraph provided, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of seven percent (7%) per annum until paid, shall be charged to and assessed against such defaulting Unit Owners and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for non-payment of his respective share of the common expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property. In the event of any such default by any Unit Owner, the Board and the manager or managing agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise by the Board.

If any Unit 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 not be cured within thirty (30) days after notice in writing from the Board, or shall re-occur more than once thereafter, then the Board shall have the power to issue to said defaulting Owner a 10-day notice in writing to terminate the rights of the said defaulting Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit, and thereupon an action in equity may be filed by the Board against said defaulting Owner for a decree of mandatory injunction against said defaulting Owner or occupant or (subject to the prior consent in writing of any mortgagee having a security interest in the Unit Ownership of said defaulting Owner, which consent shall not be unreasonably withheld), in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting 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 determine, except that the court shall enjoin and restrain the said defaulting Owner from re-

UNOFFICIAL COPY

acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said 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 said defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration.

22. AMENDMENT

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

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

The change, modification or rescission, whether accomplished under either of the provisions of the preceding two paragraphs, shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, provided, however, that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Condominium Property Act.

23. NOTICES

Notices provided for in the Act, Declaration or By-laws shall be in writing, and shall be addressed to the Board, or any Unit Owner, as the case may be (indicating thereon the number of the respective Unit or apartment if addressed to a Unit Owner), or at such other address as hereinafter provided. The Board may designate a different address for notices to it by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Board. Notices addressed as above shall be deemed delivered when

UNOFFICIAL COPY

mailed by United States registered or certified mail or when delivered in person with written acknowledgement of the receipt thereof.

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

24. SEVERABILITY

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

25. PERPETUITIES AND OTHER RULES OF PROPERTY

If any of the options, privileges, covenants or rights created by this Declaration would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent Mayor of the City of Chicago, and the incumbent President of the United States.

26. RIGHTS AND OBLIGATIONS

Each grantee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any Person having at any time any interest or estate in said land, and shall inure to the benefit of such Person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation to the rights described in this Paragraph or described in any other part of this Declaration or the By-laws shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

27. GENERAL PROVISIONS

UNOFFICIAL COPY

(a) 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.

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

(c) The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class condominium.

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

(e) Notwithstanding anything to the contrary contained herein, it is understood that a portion of the Common Elements have been designated for interior parking garages. It is further understood that Unit Owners may exchange or lease between themselves the rights created hereunder with respect to any specific parking space. It is further understood that no person not having an interest in a Unit Ownership in the building shall have any rights to any such parking space and that no parking space shall be used in any manner contrary to such rules and regulations applied to all parking spaces as may be established by the Board of Managers or the Association as hereinafter provided unless the Owner or lessee of the Owner shall first obtain the written consent of said Board so to do. Anything to the contrary contained herein notwithstanding, the maintenance of the afore described garage area shall be borne equally by all Unit Owners, whose interest is included the right to park in one or more of the aforesaid garage spaces.

28. BOOKS AND RECORDS

UNOFFICIAL COPY

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

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

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

(c) Except as otherwise provided in subsection (e) of this Section, any member of an Association shall have the right to inspect, examine, and make copies of the records described in subsections (7) and (8) of subsection (a) of this Section, in person or by agent, at any reasonable time or times but only for purpose that relates to the Association, at the Association's principal office. In order to exercise this right, a member must submit a written

UNOFFICIAL COPY

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

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

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

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

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

UNOFFICIAL COPY

(5) documents provided to the Association in connection with the lease, sale, or other transfer of a unit by a member other than the requesting member.

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

29. 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.

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

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

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

APPROVED THIS 6TH DAY OF DECEMBER, 2023 BY THE BOARD OF DIRECTORS FOR THE RIVER OAKS CONDOMINIUM ASSOCIATION:

Janice R. Rome

Arny Fudwisk

John Lawler

Being at least two-thirds (2/3) the members of the Board of Directors.

UNOFFICIAL COPY

EXHIBIT A

Legal Description

ALL UNITS TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE RIVER OAKS CONDOMINIUM ASSOCIATION AS DELINEATED ON A SURVEY OF THE FOLLOWING PARCEL:

LOTS 2, 3, 4, 5 AND 6 IN BLOCK 6 IN RIVER ADDITION TO DES PLAINES IN SECTIONS 20 AND 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE COUNTY OF COOK, CITY OF DES PLAINES AND STATE OF ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED MARCH 13, 1974, IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 22653135.

Common Address:	960 S. Des Plaines River Road Des Plaines, Illinois 60016
PIN	09-21-100-026-1001
Through And Including:	09-21-100-026-1056

UNOFFICIAL COPY

EXHIBIT "B"

Percentage Interest In Common Elements

Unit	% Interest in Common Elements
101	1.80791
102	1.77965
103	1.72316
104	1.69492
201	1.83616
202	1.80791
203	1.76836
204	1.72316
205	1.59887
206	1.57062
207	1.59887
208	1.57062
209	1.76836
210	1.72316
211	1.83616
212	1.80791
301	1.86441
302	1.83616
303	1.79660
304	1.76836
305	1.62712
306	1.59887
307	1.62712
308	1.59887
309	1.79660
310	1.76836
311	1.86441
312	1.83616
401	1.89266
402	1.86441
403	1.82486
404	1.79660
405	1.65537
406	1.62712

UNOFFICIAL COPY

Unit	% Interest in Common Elements
407	1.65537
408	1.62712
409	1.82486
410	1.79660
411	1.89266
412	1.86441
501	1.92090
502	1.89266
503	1.85311
504	1.82486
505	1.68362
506	1.65537
507	1.68362
508	1.65537
509	1.85311
510	1.82486
511	1.92090
512	1.89266
601	2.11864
602	2.09040
603	2.11864
604	2.09040
Total	<u>100.00000</u>

UNOFFICIAL COPY

EXHIBIT "C"

Amended and Restated By-Laws

RIVER OAKS CONDOMINIUM ASSOCIATION

ARTICLE

MEMBERS

(Unit Owners)

SECTION 1: The direction and administration of the Property shall be vested in a Board of Managers (hereinafter referred to as the "Board"), consisting of five (5) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Unit Owners; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner of such corporation, beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board. The composition of the Board at any one time must have a majority of the Board occupying their Units and residing on the Property. Any election of the Board of Managers shall be held at large.

SECTION 2: The Association shall have one class of membership. There shall be one (1) 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. 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. Voting shall be on a percentage basis. The percentage vote to which each Unit is entitled is the percentage interest of the undivided ownership of the Common Elements appurtenant thereto. 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 as set forth in EXHIBIT "B". Where there is more than one Unit Owner of a Unit, if only one of the multiple owners is present at a meeting of the Association, he or she shall be entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There is majority agreement when any one of the multiple owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

UNOFFICIAL COPY

SECTION 3: The presence, in person or by proxy, of twenty percent (20%) of the Unit Owners at any meeting of the Association shall constitute a quorum, provided that in voting on amendments to the Association's bylaws, a Unit Owner who is in arrears on the Unit Owner's regular or separate assessments for sixty (60) days or more, shall not be counted for purposes of determining if a quorum is present, but that Unit Owner retains the right to vote on amendments to the Association's bylaws.

SECTION 3(a): There shall be an annual meeting of the voting members, one of the purposes of which shall be to elect members of the Board, on the first anniversary of such initial meeting, and on successive anniversaries thereafter, at 7:30 p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board.

SECTION 3(b): Special meetings of the Unit Owners can be called by the President, Board, or by twenty percent (20%) of Unit Owners. The notices shall specify the date, time and place of the meeting and the matters to be considered.

SECTION 3(c): Written notice of any membership meeting shall be mailed or delivered giving Unit Owners no less than ten (10) and no more than thirty (30) days' notice of the time, place, and purpose of such meeting, except that notice may be sent, to the extent the condominium instruments or Rules adopted thereunder expressly so provide, by electronic transmission consented to by the Unit Owner to whom the notice is given, provided that a Board member or Officer or his agent certifies in writing to the delivery by electronic means.

SECTION 4: Matters subject to the affirmative vote of not less than two-thirds of the votes of Unit Owners at a meeting duly called for that purpose shall include, but not be limited to: (1) merger or consolidation of the Association; (2) sale, lease, exchange, or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the Association; and (3) the purchase or sale of land or of Units on behalf of all Unit Owners.

ARTICLE II

Board of Managers

SECTION 1: In all elections for members of the Board, each voting member shall be entitled to vote on a non-cumulative basis, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. A majority of the total number of members on the Board shall constitute a quorum. At the first annual meeting, three (3) members of the Board were elected for a term of two (2) years and two (2) members of the Board were elected for a term of one (1) year. Thereafter, members of the Board shall be elected for a term of two (2) years. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase the term of office of Board Members at any annual or special meeting,

UNOFFICIAL COPY

provided that such number shall not be less than three (3), and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of Voting Members having two-thirds (2/3) of the total votes. Vacancies in the Board, including vacancies due to any increases in the number of persons on the Board, shall be filled by election by the voting members present at the next Annual Meeting or at a Special Meeting of the voting members called for such purpose. Except as otherwise provided in the By-laws, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

SECTION 2: The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board; a First Vice President who shall assume the President's duties whenever the President is not present and who shall carry out any Board allocated activities; a Second Vice President who shall be in charge of directing the maintenance of the Property; a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who is hereby designed as the person to mail and receive all notices as provided for in the Condominium Property act and in this Declaration and who shall, in general, perform all the duties incident to the office of Secretary; and a Treasurer to keep the financial records and books of account; and such additional officers as the Board shall see fit to elect. Unless otherwise provided by the Condominium Property Act, amendments to the condominium instruments authorized to be recorded shall be executed and recorded by the President of the Association or such other officer authorized by the Board. No member of the Board or officer shall be elected for a term of more than two years, but officers and Board members may succeed themselves.

SECTION 3: Any Board member may be removed from office by affirmative vote of the voting members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

SECTION 4: All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President or any Vice-President and countersigned by the Secretary or any Assistant Secretary of the Board.

SECTION 5: 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

UNOFFICIAL COPY

the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Unit Owners, for an election to approve or disapprove the contract. Such petition shall be filed within thirty (30) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this provision, a Board member's immediate family means the Board member's spouse, parent, and children.

SECTION 6: Meeting of the Board. The Board shall meet at least four (4) times annually. Every meeting of the Board of Managers shall be open to any Unit Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting to: (i) discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board of Managers finds that such an action is probable or imminent, (ii) discuss the appointment, employment, engagement or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) interview a potential employee, independent contractor, agent, or other provider of goods and services, (iv) discuss violations of rules and regulations of the Association, (v) discuss a Unit Owner's unpaid share of common expenses or (vi) consult with the Association's legal counsel. Any vote on these matters shall take place at a meeting of the Board of Managers or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings of the Board of Managers or portions thereof required to be open by tape, film, or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings. 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.

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

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

UNOFFICIAL COPY

SECTION 7: Special meetings of the Board can be called by the President or twenty-five percent (25%) of the members of the Board.

SECTION 8: Board Elections. If there are multiple Unit Owners of a single Unit, only one of the multiple Unit Owners shall be eligible to serve as a member of the Board at any one time.

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

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

(c) If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting as set forth in this subsection, Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting; or (ii) by any acceptable technological means; instructions regarding the use of electronic 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

UNOFFICIAL COPY

instructions for voting using electronic or acceptable technological means is distributed to Unit Owners; every instruction noticed must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity cast votes for candidates whose names do not appear on the ballot; a Unit Owner who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, thereby avoiding any vote previously submitted by that Unit Owner;

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

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

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

(g) In the event of a resale of a Unit, the purchaser of a Unit from a seller pursuant to an installment contract to purchase shall during such times as he or she resides in the Unit be counted toward a quorum for purposes of election of members of the Board at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of members of the Board and to be elected to and serve on the Board unless the seller expressly retains in writing any or all such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of an installment contract shall be made available to the Association or its agent. For purposes of this section "installment contract" shall have the same meaning as set forth in Section 1(e) of "the Dwelling Unit Installment Contract Act."

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

UNOFFICIAL COPY

(i) Any proxy distributed for Board elections by the Board must give Unit Owners the opportunity to designate any person as the proxy holder and give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

SECTION 9: The Board shall have the following additional powers and duties:

(a) to engage the services of a manager or managing agent who shall manage and operate the Property for all the Unit Owners upon such terms and with such authority as the Board may approve;

(b) To provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. Nothing in this subsection (b) shall be deemed to invalidate any provision in the Declaration or By-Laws placing limits on expenditures for the Common Elements, provided, that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. The terms "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment, with the functional equivalent of the original portions of such areas. Replacement of the Common Elements may result in an improvement over the original quality of such elements or facilities; provided that, unless the improvement is mandated by law or is an emergency as defined in Section 18(a)(8)(iv) of the Act, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within twenty-one (21) days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the expenditure, unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified;

(c) To adopt and amend rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Condominium Property Act, except that no quorum is required at such meeting of the Unit Owners. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, including, but not limited to, the free exercise of religion, nor may any rules or regulations conflict with the provisions of the Condominium Property Act or the condominium instruments. No rule or regulation shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a condominium Unit;

UNOFFICIAL COPY

(d) To provide for any construction, alteration, installation, maintenance, repair, painting and replacement for which the Board is responsible under the Declaration and By-Laws and for such purposes to enter and to authorize entry into any Unit and/or Limited Common Elements, causing as inconvenience to the Unit Owners as practicable and repairing any damage caused by any such entry at the expense of the maintenance fund;

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

(f) To prepare, adopt and distribute the annual budget for the Property; To levy and expend assessments; To collect assessments from Unit Owners;

(g) provided for, to pay out of the maintenance fund hereinafter the following:

(i) Water, waste removal, electricity and telephone and other necessary utility services for the Common Elements and (if not separately metered or charged) for the Units.

(ii) The services of a manager or managing agent or any other person or firm employed by the Board.

(iii) Payment for the maintenance, repair and replacement of the Common Elements.

(h) To bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for common expenses under the Act, or at a sale pursuant to an order or direction of a court, or other involuntary sale, upon the consent or approval of Unit Owners owning not less than $66 \frac{2}{3}$ % in the aggregate in interest of the undivided ownership of the Common Elements;

(i) To comply with the instructions of a majority of the Unit Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners.

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

(k) To own, convey, encumber, lease and otherwise deal with Units conveyed to or purchased by it;

(l) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;

UNOFFICIAL COPY

(m) To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to other Units;

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

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

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

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

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

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

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

(u) To accept service of a notice of claim for purposes of the Mechanics Lien Act on behalf of each respective member of the Association with respect to improvements performed

UNOFFICIAL COPY

pursuant to any contract entered into by the Board or any contract entered into prior to the recording of the Declaration pursuant to the Act, and to distribute the notice to the Unit Owners within 7 days of the acceptance of the service by the Board. The service shall be effective as if each individual Unit Owner had been served individually with notice;

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

(w) 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;

(x) To exercise all other powers and duties of the Board of Managers or Unit Owners as a group referred to in the Declaration, By-laws or the Condominium Property Act of the State of Illinois; and

(y) In the performance of their duties, the officers and members of the Board shall exercise the care required of a fiduciary of the Owners.

ARTICLE III

Assessments

SECTION 1: Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. Each Unit Owner shall receive, at least twenty-five (25) days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements. Said "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the

UNOFFICIAL COPY

Common Elements as set forth in EXHIBIT "B" attached to the Declaration. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Unit Owner shall be obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Board shall annually supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six months after rendering of the accounting. The Association shall use generally accepted accounting principles in fulfilling any accounting obligation under the Condominium Property Act.

SECTION 2: 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 requirements proves inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's percentage ownership in the Common Elements. The Board shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the next monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount. Each Unit Owner shall receive notice, in the same manner as provided for in the Condominium Property Act for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment.

SECTION 3: (a) Except as provided in subsection (d) below, if an adopted budget or any separate assessment by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within twenty-one (21) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to

UNOFFICIAL COPY

consider the budget or separate assessment. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or separate assessment, it is ratified.

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

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

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

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

SECTION 4: The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the next monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

SECTION 5: 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 and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Unit Owner or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. Upon ten (10) days' notice to the manager or Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

SECTION 6: If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members Of the Board may bring suit for and on behalf of themselves, and as representatives of all Unit Owners, to enforce collection thereof or

UNOFFICIAL COPY

for possession or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Unit Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the Condominium Property Act of Illinois. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit Ownership covered by such encumbrance 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 encumbrance.

SECTION 7: No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuser of the Common Elements or abandonment of his Unit. A Unit Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a Unit Owner under the Act, the condominium instruments, or rules and regulations of the Association, and such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void.

SECTION 8: The Association shall have no authority to forbear the payment of assessments by any Unit Owner.

ARTICLE IV

General Provisions

SECTION 1: The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, nor shall anything be stored in the Common Elements without the prior consent of the Board except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit.

SECTION 2: Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building, or contents thereof, applicable for residential use, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will 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.

SECTION 3: Unit Owners shall not cause or permit anything to be placed on the outside walls of the Building and no sign, awning, canopy, shutter, radio or television antenna shall be

UNOFFICIAL COPY

affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

SECTION 4: 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 Units, subject to rules and regulations adopted by the Board, provided they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days, written notice from the Board.

SECTION 5: No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

SECTION 6: 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 clean of rubbish, debris and other unsightly materials.

SECTION 7: No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board.

SECTION 8: Limitations on the use of smoking cannabis. The Association's Condominium Instruments may prohibit or limit the smoking of cannabis, as the term "smoking" is defined in the Cannabis Regulation and Tax Act, within a Unit Owner's Unit. The Condominium Instruments and rules and regulations shall not otherwise restrict the consumption of cannabis by any other method within a Unit Owner's Unit, or the Limited Common Elements, but may restrict any form of consumption on the Common Elements.

SECTION 9: No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or air-conditioning system or plumbing system, without the prior written consent of the Board or manager or managing agent.

SECTION 10: Flags. Notwithstanding any provision in the Declaration, By-Laws, rules, regulations, or agreements or other instruments of the Association or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on or within the facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located. The Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and the Board may adopt reasonable rules and regulations regarding the placement and manner of

UNOFFICIAL COPY

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

SECTION 11: Any shutters, awnings, window boxes, doorsteps, porches, balconies, patios, perimeter doors, windows in perimeter walls, and any other apparatus designed to serve a single Unit shall be deemed a Limited Common Element appertaining to that Unit exclusively.

ARTICLE V

Amendments

These By-laws may be amended or modified from time to time by action or approval of the voting members having at least two-thirds (2/3) of the total votes, provided, however, that no provision in these By-laws may be amended or modified so as to conflict with the provisions of the Declaration or the Illinois Condominium Property Act. Such amendments shall be recorded in the Office of the Recorder of Deeds of Cook County.

UNOFFICIAL COPY

EXHIBIT D

CERTIFICATION AS TO OWNER APPROVAL

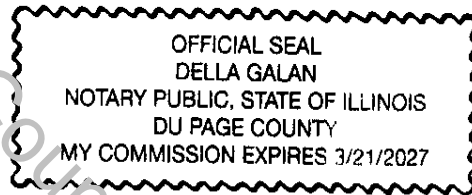
I, Amy Fudurich, do hereby certify that I am the duly elected and qualified secretary for the River Oaks Condominium Association and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the River Oaks Condominium Association was duly approved by 3/4 of the Owners, in accordance with the provisions of Paragraph 22 of the Declaration.

Amy Fudurich
Secretary

Sworn to and subscribed before me this
14 day of December, 20 23

Della Galan
Notary Public



UNOFFICIAL COPY

EXHIBIT E

AFFIDAVIT AS TO MORTGAGEE NOTIFICATION

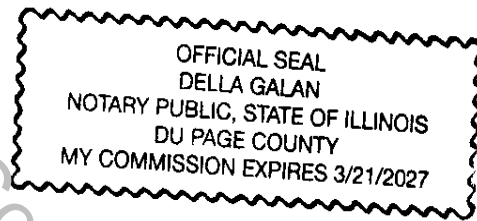
I, Amy Fedurich, do hereby certify that I am the duly elected and qualified Secretary for the River Oaks Condominium Association and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amended and Restated Declaration with discretionary changes to the provisions was mailed to all Mortgagees having bona fide liens of records no less than ten (10) days prior to the date of this affidavit.

Amy Fedurich
Secretary

Sworn to and subscribed before me this
14 day of December, 2023

Della Galan
Notary Public



UNOFFICIAL COPY

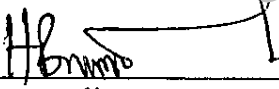
RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.


Signature line

HUSSEIN BELLO
Printed Name

Property Address: 960 S. River Rd, Unit # 102
Des Plaines, Illinois

Percentage of Ownership: 1.77965%
1.77965

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

ROUNDPOINT MORTGAGE SERVICES INC.

P. O. Box 19409-~~9409~~

CHARLOTTE, NC 28219-9409

Loan No. 2006800680

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Alexandra Martinez
Signature line

Alexandra Martinez
Printed Name

Property Address: 960 S. RIVER RD Unit # 201
Des Plaines, Illinois

Percentage of Ownership: 1.83616 %

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

MR. COOPER
PO BOX 650783
Dallas, TX 75265-0783

Loan No. _____

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.



Signature line

Serhiy Babiy

Printed Name

Property Address: 960 S River Rr 202 Unit # 202
Des Plaines, Illinois

Percentage of Ownership: 1.80791%

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

(Huntington Bank)

Solutions Organization Financial Mortgage Comfr.
2700 Patriots Blvd Suite 110 Glenview, IL 60026

Loan No. 220406726

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Amy Fudurich
Signature line

Amy FUDURICH
Printed Name

Property Address: 960 S. River Rd. Unit # 203
Des Plaines, Illinois

Percentage of Ownership: 1.76836 %

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

Mr. Cooper (for payments)
P.O. Box 650783
Dallas, TX 75265-0783

Insurance Renewals (Bills)

P.O. Box 7729
Springfield, OH 45501-7729
(Fax) 800-687-4729

Loan No. 426518627

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

www.mrcooper.com
888-480-2432

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

- I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.
- I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Karlowa
Signature line

KATARZYNA KARLOWA
Printed Name

Property Address: 960 S. RIVER CEN Unit # 204
Des Plaines, Illinois

Percentage of Ownership: ~~1.12316%~~ % - 1.72316% - *Karlowa*

Name and Address of Mortgage Lender (if any):***
VALON MORTGAGE INC
9450 SW GEMINI DR PMB 28754
BEAVERTON, OR 97008

Loan No. 2033370088

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Kurt Akemann
Signature line

Kurt Akemann
Printed Name

Property Address: 9605 River Rd Unit # 206
Des Plaines, Illinois

Percentage of Ownership: 1.5762 %

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

Shellpoint Mortgage Servicing
P.O. Box 10826
Greenville, SC, 29603-0826
Loan No. 0579172258

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Renata E. Dojanowski
Signature line

RENATA DOJANOWSKI
Printed Name

Property Address: 960 Sibley Rd Unit # 209
Des Plaines, Illinois

Percentage of Ownership: 1.76836%

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

JP Morgan Chase
700 Kansas Lane
Monroe, LA 71203

Loan No. 33540086

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

Property of Cook County Clerk's Office

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

[Handwritten Signature]
Signature line

PHILIP HESTER
Printed Name

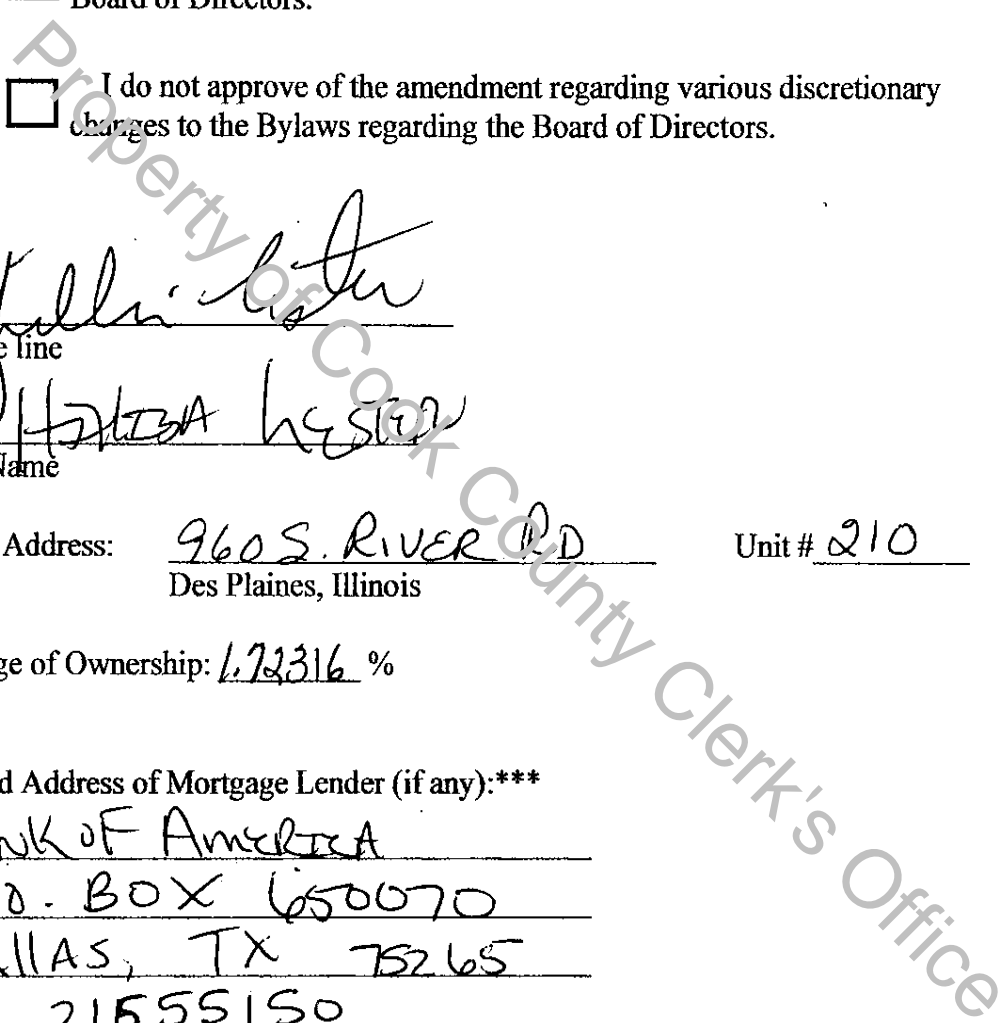
Property Address: 960 S. RIVER RD Unit # 210
Des Plaines, Illinois

Percentage of Ownership: 1.72316 %

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

BANK OF AMERICA
P.O. BOX 650070
DALLAS, TX 75265
Loan No. 21555150

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



UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

John Lavallo

Signature line

John Lavallo

Printed Name

Property Address: 9605 River Unit # 211
Des Plaines, Illinois

Percentage of Ownership: 1.83616 %

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

Wells Fargo
P.O. Box 10335
Des Moines, IA 50306 -0335
Loan No. 0374140242

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Jim McFadden
Signature line

Jim McFadden
Printed Name

Property Address: 960 S. RIVER RD Unit # 301
Des Plaines, Illinois

Percentage of Ownership: 1.86441 %

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

Next Key LLC
P.O. Box 650840
Dallas TX 7565

Loan No. 0681869780

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Jean Smith
Signature line

JEAN SMITH
Printed Name

Property Address: 960 S. RIVER RD Unit # 302
Des Plaines, Illinois

Percentage of Ownership: ~~1.8~~ %
1.83616%

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

SANTANDER
1 CORPORATE DRIVE SUITE 360
LAKE ZURICH, IL 60047

Loan No. 9351037990

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Janis Olsen
Signature line

Janis Olsen
Printed Name

Property Address: 960 S. River Road Unit # 309
Des Plaines, Illinois

Percentage of Ownership: 1.79660%

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

Wells Fargo
P.O. Box 10335
Des Moines, IA 50306-0335

Loan No. 2450000

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

Property of Cook County Clerk's Office

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

- I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.
- I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Janice R. Rowe
Signature line

JANICE R. ROWE
Printed Name

Property Address: 960 S. RIVER RD Unit # 310
Des Plaines, Illinois

Percentage of Ownership: 1.76836%

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

NATIONSTAR / MR. COOPER
8950 CYPRESS WATERS BLVD
COPPELL, TX 75019

Loan No. 0692323546

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.



Signature line

Maria Ahmason

Printed Name

Property Address:

9605 River Oaks
Des Plaines, Illinois

Unit #

311

Percentage of Ownership:

~~100~~ %
1.86441

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

Windsor
9700 Higgins Rd
Rosemont, IL 60018

Loan No.

02000146927-00001

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Laura Maserowski
Signature line

LAURA MASEROWSKI
Printed Name

Property Address: 960 S. RIVER ROAD Unit # 401
Des Plaines, Illinois

Percentage of Ownership: 1.89266%

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

Rocket Mortgage
1050 Woodward Ave
Detroit MI 48226

Loan No. 3459410241

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Therese S. White
Signature line

Therese S. White
Printed Name

Property Address: 960 S. River Rd Unit # 405
Des Plaines, Illinois

Percentage of Ownership: 1.65537 %
1.65537

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

CHASE
P.O. BOX 9001871
LOUISVILLE KY 40290-1871

Loan No. 41021623432

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

John Gages John Signaigo
Signature line

JOHN GAGES JOHN SIGNAIGO
Printed Name

Property Address: 960 S. RIVER RD Unit # 406
Des Plaines, Illinois

Percentage of Ownership: NOT SURE %

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

PNC BANK
P.O. Box 1820
DAYTON, OHIO 45401-1820

Loan No. 15000031692

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Adrian Escamilla
Signature line

Adrian Escamilla
Printed Name

Property Address: 960 S. RIVER RD Unit # 409
Des Plaines, Illinois

Percentage of Ownership: 1.82486%

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

Asset Motal Mortgage
2500 Highland Ave #310
Lombard, IL 60148

Loan No. _____

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

UNOFFICIAL COPY

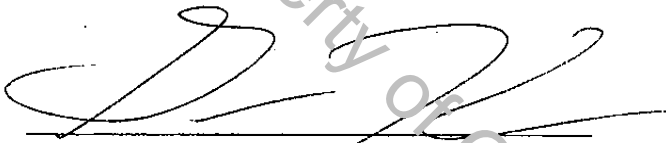
RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.



Signature line

GREGORY KOZACKI

Printed Name

Property Address: 9605 River Rd Unit # 411
Des Plaines, Illinois

Percentage of Ownership: 1.89266%

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

Bank of America
P.O. Box 650070
Dallas TX 75265

Loan No. 21918048

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Chris Reglis

Signature line

Chris Reglis

Printed Name

Property Address: 960 S. River Road
Des Plaines, Illinois

Unit # 502

Percentage of Ownership: 1.89266%

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

Cenlar Loan Administration and Reporting

425 Philips Blvd

Ewing NJ, 08618

Loan No. 4788938704

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Lisa Gustek

Signature line

Lisa Gustek

Printed Name

Property Address: 960 South River Road Unit # 506
Des Plaines, Illinois

Percentage of Ownership: 1.65537 %

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

Mr Cooper

PO Box 650783

Dallas, TX 75265

Loan No. 700182431

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

UNOFFICIAL COPY

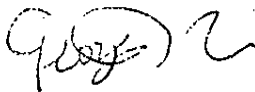
RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.



Signature line

George Manu

Printed Name

Property Address:

9605 RIVER RD
Des Plaines, Illinois

Unit #507

Percentage of Ownership: 1.68362%

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

Huntington Nat'l Bank
2700 Patriot Blvd - Ste 3110
Glenview, IL 60026

Loan No.

32155056

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

UNOFFICIAL COPY


RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.



Signature line

Stella Yawover
Printed Name

Property Address: 960 S. River Rd Unit # 512
Des Plaines, Illinois

Percentage of Ownership: 1.89266%
1.89266

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

PHH MORTGAGE
PO Box 24758
West Palm Beach, FL 33416

Loan No. 719 006 1320

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

UNOFFICIAL COPY

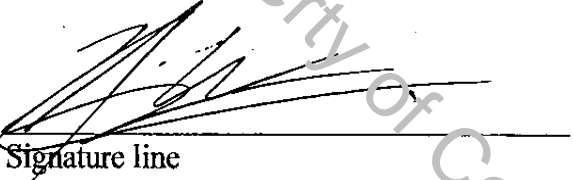
RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.



Signature line

Clara Avenoso

Printed Name

Property Address: 960 S River Rd Unit # 604
Des Plaines, Illinois

Percentage of Ownership: 2.09040 %

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

Wintcrust Mortgage
9700 W. Higgins Rd, Ste 300
Rosemont, IL 60018

Loan No. 02100210248

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

Property of Cook County Clerk's Office

UNOFFICIAL COPY

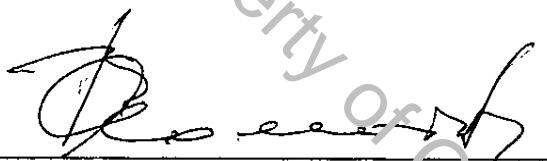
RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.



Signature line

Volodymyr Monastov
Printed Name

Property Address: 960 S. RIVER RD Unit # 101
Des Plaines, Illinois

Percentage of Ownership: 1.86791 %

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

N/A

Loan No. _____

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

UNOFFICIAL COPY

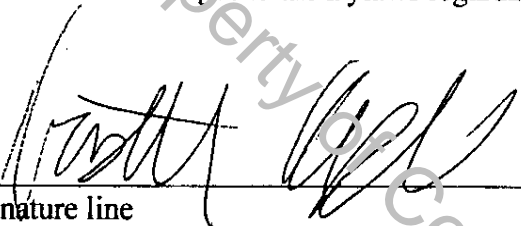
RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.


Signature line

Kristen Kopczynski
Printed Name

Property Address: 960 S. River Road Unit # 103
Des Plaines, Illinois

Percentage of Ownership: 1.72316 %

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

1/A

Loan No. _____

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

EA Ewald
Signature line

Elizabeth Ewald
Printed Name

Property Address: 960 S. RIVER RD Unit # 208
Des Plaines, Illinois

Percentage of Ownership: 1.57062 %

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

n/a

Loan No. _____

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Andrzej Braszel
Signature line

Andrzej Braszel
Printed Name

Property Address: 960 S River Rd. Unit # 212
Des Plaines, Illinois

Percentage of Ownership: 1.80791%

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.

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Michal Skopel
Signature line

Michal Skopel
Printed Name

Property Address: 960 S. Des Plaine River Rd Unit # 304
Des Plaines, Illinois

Percentage of Ownership: ~~100~~ %
1,76836

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

n/a

Loan No. _____

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.



Signature line

Joanne E. Szukala

Printed Name

Property Address: 960 S. River Rd. Unit # 305
Des Plaines, Illinois

Percentage of Ownership: _____ %

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

N/A

Loan No. _____

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

Property of Cook County Clerk's Office

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Octavian Peagu
Signature line

OCTAVIAN PEAGU
Printed Name

Property Address: 960 S. RIVER RD Unit # 308
Des Plaines, Illinois

Percentage of Ownership: ~~100~~ %
1.59887

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

N/A

Loan No. _____

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Michael Skopel
Signature line

Michael Skopel
Printed Name

Property Address: 960 S. Des Plaines River Rd Unit # 403
Des Plaines, Illinois

Percentage of Ownership: ~~400~~ %
1,82486

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

Loan No. _____

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Marek Holesz
Signature line

MAREK HOLESZ
Printed Name

Property Address: 960 S. RIVER RD Unit # 404
Des Plaines, Illinois

Percentage of Ownership: 1.79660 %

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

N/A

Loan No. _____

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Philip Weaver

Signature line

PHILIP WEAVER

Printed Name

Property Address: 9605. RIVER ROAD Unit # 407
Des Plaines, Illinois

Percentage of Ownership: 0.016537 %

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

N/A

Loan No. _____

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Stanley E. Upton
Signature line

Stanley E. Upton
Printed Name

Property Address: 960 S. River Road Unit # 404
Des Plaines, Illinois

Percentage of Ownership: 1.62712 %

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

N/A

Loan No. _____

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

UNOFFICIAL COPY


RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.



Signature line

Linkle

Printed Name

Property Address: 960 S. River Rd Unit # 410
Des Plaines, Illinois

Percentage of Ownership: 1.79660%

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

N/A

Loan No. _____

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Audrey Ding
Signature line

Audrey Ding
Printed Name

Property Address: 960 S River Rd Unit # 501
Des Plaines, Illinois

Percentage of Ownership: 1,92090 %

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

n/a

Loan No. _____

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Brian J. Campion

Signature line

Brian Campion (managing partner)

Printed Name

Property Address: 960 S. River Road
Des Plaines, Illinois

Unit # 503

Percentage of Ownership: 1,85311 %

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

n/a

Loan No. _____

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Michelle Ratchliffe
Signature line

Michelle Ratchliffe
Printed Name

Property Address: 9100 S. River Rd
Des Plaines, Illinois

Unit # 508

Percentage of Ownership: 1.68362 %

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

Loan No. _____

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Ken Parsell

Signature line

Kendrick T. Parsell

Printed Name

Property Address: 960 S. River Rd Unit # 508
Des Plaines, Illinois

Percentage of Ownership 1.65537% (1.65537%)

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

NONE

Loan No. X N/A

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Kay Wright
Signature line

KAY WRIGHT
Printed Name

Property Address: 960 S. RIVER RD Unit # 509
Des Plaines, Illinois

Percentage of Ownership: 1.8531%

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

N/A

Loan No. _____

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.



Signature line

Beth Goldstone

Printed Name

Property Address: 900 S. River Rd Unit # 511
Des Plaines, Illinois

Percentage of Ownership: 1.92090%

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

_____ n/a

Loan No. _____

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

UNOFFICIAL COPY

RIVER OAKS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the River Oaks Condominium Association:

I approve of the various discretionary changes to the Bylaws regarding the Board of Directors.

I do not approve of the amendment regarding various discretionary changes to the Bylaws regarding the Board of Directors.

Martin Magerl
Signature line

MARTIN MAGERL
Printed Name

Property Address: 9605 River Blvd Unit # 603
Des Plaines, Illinois

Percentage of Ownership: 2.11864%

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

NONE

Loan No. _____

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