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**SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OWNERSHIP FOR THE  
RESIDENCES OF SHERMAN PLAZA CONDOMINIUMS**

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Gabriella R. Comstock  
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## SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE RESIDENCES OF SHERMAN PLAZA CONDOMINIUMS

This document is recorded for the purpose of amending and restating the Amended and Restated Declaration of Condominium Ownership for the Residences of Sherman Plaza Condominium ("Amended and Restated Declaration"), which was recorded with the Cook County Recorder of Deeds on May 18, 2018, as Document No. 1813844060, and all amendments to the Amended and Restated Declaration; the Declaration of Condominium Ownership for the Residences of Sherman Plaza Condominium ("Original Declaration") which was recorded with the Cook County Recorder of Deeds on August 25, 2006, as Document No. 0623718034, and all amendments to the Original Declaration.

This Second Amended and Restated Declaration of Condominium Ownership for the Residences of Sherman Plaza Condominiums ("Declaration") is adopted pursuant to the provisions of Section 27(b)(1) of the Illinois Condominium Property Act and approved by two-thirds (2/3) of the members of the Board of Directors (765 ILCS 605/27(b)(1)). This Declaration shall become effective upon recording in the Office of the Clerk of Cook County, in Cook County, Illinois.

### WITNESSETH:

WHEREAS, the Residences of Sherman Plaza Condominium Association ("Residential Association") and the Owners are the owner in fee simple of certain real estate, described in Exhibit A, in Evanston, Cook County, Illinois; and

WHEREAS, the declarant, as identified in the Original Declaration, submitted such real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any way pertaining thereto, to the provisions of the Illinois Condominium Property Act ("Act"); and

WHEREAS, the Residential Association has been incorporated as an Illinois not-for-profit corporation and shall be responsible for administering the condominium, maintaining, repairing and replacing the Common Elements, maintaining portions of the Sherman Plaza development which are not part of the Residential Parcel as more fully provided in the Reciprocal Easement Agreement (defined in Section 1.25) and paying certain costs associated with the Parking Facility (defined in Section 1.20). Each Owner of a Unit shall be assessed to pay his proportionate share of the Common Expenses, all as more fully provided for in this Declaration.

WHEREAS, the Residential Association is subject to the Reciprocal Easement Agreement. The Reciprocal Easement Agreement contains provisions (i) establishing various easements between the retail space, the fitness center, the Condominium and the Parking Facility, and (ii) concerning the sharing of certain costs to be incurred by

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and among the owners of portions of the Sherman Plaza development, including the Condominium Property.

WHEREAS, the Residential Association owns a portion of the Parking Facility. The portion of the Parking Facility owned by the Residential Association is referred to herein as the "Parking Area." The Parking Area includes 303 Parking Spaces. The exclusive right to use each of the Parking Spaces shall be assigned as provided in Section 3.20 hereof. A Parking Space shall not be a Limited Common Element, but, rather, shall be an easement in favor of the Owner of the Unit to which the right to park is granted. The Municipality shall be responsible for the maintenance of the Parking Facility and the Residential Association shall be required to pay a share of the cost of maintaining the Parking Facility, as more fully provided in the Reciprocal Easement Agreement.

NOW, THEREFORE, the Residential Association and Owners DECLARE as follows:



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## ARTICLE ONE Definitions

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

**1.01 ACCEPTABLE TECHNOLOGICAL MEANS:** Electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, or electronic mail, and any generally available technology that, by rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability.

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

**1.03 BOARD OR BOARD OF DIRECTORS:** The board of directors of the Residential Association, as constituted at any time or from time to time.

**1.04 BUILDING:** The building in which the Residential Parcel is located.

**1.05 BY-LAWS:** The By-Laws of the Residential Association which are attached hereto as Exhibit C.

**1.06 COMMON ELEMENTS:** All of the Condominium Property, except the Units, including the limited common elements.

**1.07 COMMON EXPENSES:** The expenses of administration (including management and professional services) of the Property; except as otherwise specifically provided herein, the cost of maintenance, repair, and replacement of the Common Elements; except as specifically provided herein, the cost of additions, alterations, or improvements to the Common Elements; the cost of insurance required or permitted to be obtained by Board under Article Five; the cost of providing certain utility services with respect to the Common Elements; any expenses designated as Common Expenses by the Act, this Declaration, or the By-Laws; if not separately metered or charged to the Owners, the cost of waste removal, scavenger services, water, sewer, or other necessary utility services to the Property; the cost of general and special real estate taxes, if any, levied or assessed against the Common Elements or the portion of the Parking Facility owned by the Residential Association; all amounts payable by and the cost of any maintenance to be provided by the Residential Association under the Reciprocal Easement Agreement, including, without limitation, maintenance costs associated with the Detention Basin and the Residential Loading Easement (both as defined in the Reciprocal Easement Agreement); and any other expenses lawfully incurred by or on behalf of the Residential Association for the common benefit of all of the Owners.

**1.08 CONDOMINIUM INSTRUMENTS:** All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including this Declaration, By-Laws and the Plat.

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**1.09 DECLARATION:** This instrument with all Exhibits hereto, as amended or supplemented from time to time.

**1.10 DEVELOPER:** Any person who submits the property legally or equitably owned in fee simple by the developer, to the provisions of the Act, or any person who offers Units legally or equitably owner in fee simply by the developer, for sale in the ordinary course of such person's business.

**1.11 ELECTRONIC TRANSMISSION:** Any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

**1.12 EXCLUSIVE LIMITED COMMON ELEMENTS:** With respect to each Unit, the following Limited Common Elements shall be Exclusive Limited Common Elements:

- (a) Perimeter doors, door frames, windows and window frames which serve the Unit;
- (b) The interior surface of the perimeter walls, ceilings and floors which define the boundary planes of the Unit;
- (c) Any system or component part thereof which serves the Unit exclusively to the extent that such system or component part is located outside the boundaries of the Unit; and
- (d) The Storage Area assigned to the Unit.

**1.13 FIRST MORTGAGE:** A bona fide first mortgage, first trust deed or equivalent security interest covering a Unit Ownership.

**1.14 FIRST MORTGAGEE:** The holder of a First Mortgage.

**1.15 LIMITED COMMON ELEMENTS:** A portion or portions of the Common Elements which are designated by this Declaration or the Plat as being a Limited Common Element appurtenant to and for the exclusive use of Owners of one or more, but less than all, of the Units. Any deck, patio, terrace, or balcony adjoining or serving a Unit, shall be a Limited Common Element appurtenant to such Unit. See Section 1.10 for the definition of those Limited Common Elements which shall be Exclusive Limited Common Elements hereunder.

**1.16 MAJORITY OF THE UNIT OWNERS:** The Owner of more than fifty percent (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.

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**1.17 MAJORITY OF THE MEMBERS OF THE BOARD OF DIRECTORS:** More than 50% of the total number of persons constituting such Board pursuant to the By-Laws. Any specified percentage of the members of the Board means that percentage of the total number of persons constituting such Board pursuant to the By-Laws.

**1.18 MEETING OF THE BOARD OF DIRECTORS:** Any gathering of a quorum of the members of the Board of Directors held for the purpose of conducting business.

**1.19 MUNICIPALITY:** The City of Evanston, Illinois, its successors and assigns.

**1.20 NON CONDOMINIUM PROPERTY:** Those portions of the Residential Parcel which, from time to time, are not part of the Condominium Property.

**1.21 OWNER OR UNIT OWNER:** The person or persons whose estates or interests individually or collectively, aggregate fee simple absolute ownership of a Unit.

**1.22 PARCEL:** The real estate which is legally described in Exhibit A hereto from time to time, together with all rights appurtenant thereto, as Exhibit A may be supplemented from time to time.

**1.23 PARKING AREA:** Those portions of the Parking Facility which are, or will be, owned by the Residential Association and which contain Parking Spaces. The Parking Area is legally described and depicted in the Parking Area Exhibit attached as Exhibit D to the Original Declaration.

**1.24 PARKING AREA EXPENSES:** The portion of the expenses of the maintenance, operation, repair and replacement of the Parking Area which are payable by the Residential Association, as more fully provided in Section 14(a)(vi) of the Reciprocal Easement Agreement (including, without limitation, the buildup of reasonable reserves for major repairs and replacements); any expense designated as a Parking Area Expense by this Declaration; and any expenses incurred by the Residential Association which, pursuant to generally accepted accounting principles, can be reasonably allocated to the operation of the Parking Area and which the Board specifically determines shall be so allocated. In the event that certain expenses are incurred by the Residential Association in connection with the operation of the Parking Area and/or Common Elements, the allocation of the expenses between the Common Expenses and the Parking Area Expenses shall be made by the Board based on generally accepted accounting principles and any allocations so made shall be final and binding.

**1.25 PARKING FACILITY:** The parking structure located west of the Building which is owned by the Municipality and which contains the Parking Area.

**1.26 PARKING SPACE:** A portion of the Parking Area which is marked for the parking of at least one (1) vehicle. A Parking Space shall not be a Limited Common Element. Each Parking Space shall be subject to an exclusive right and easement in favor of the Owner of the Unit to which the Parking Space is assigned to park a vehicle

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in the Parking Space.

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

**1.28 PLAT:** The plat or plats of survey, attached to the Original Declaration as Exhibit C, as such exhibit may be amended or supplemented from time to time, which set forth the measurements, elevations, and locations of the Condominium Property, the location of the planes which constitute the perimeter boundaries of each Unit, a distinguishing number or other symbol to identify each Unit and such other data as may be required by the Act or this Declaration.

**1.29 PURCHASER:** Any person or persons other than the Developer who purchases a Unit in a bona fide transaction of value.

**1.30 PRESCRIBED DELIVERY METHOD:** Mailing, delivering, posting in an Association publication that is routinely mailed to all members, electronic transmission, or any other delivery method that is approved in writing by the member and authorized by the Community Instruments.

**1.31 PROPERTY OR CONDOMINIUM PROPERTY:** All the land, property, and space comprising the Parcel, all improvements and structures erected constructed or contained therein, thereon or hereunder, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owners, hereby or hereafter submitted and subjected to the provisions of this Declaration and the Act as part of the Condominium Property.

**1.32 RECIPROCAL EASEMENT AGREEMENT:** That certain Reciprocal Easement Agreement Recorded in Cook County, Illinois, on December 9, 2004, as Document No. 0434404085, as amended from time to time.

**1.33 RECORD:** To record with the Cook County Clerk's Office f/k/a Cook County Recorder of Deeds Office.

**1.34 RESERVES:** Those sums paid by Unit Owners which are separately maintained by the Board of Directors for purposes specified by the Board of Directors or the Condominium Instruments.

**1.35 RESIDENT:** An individual who lawfully resides in a Unit.

**1.36 RESIDENTIAL ASSOCIATION OR ASSOCIATION:** The Residences of Sherman Plaza Condominium Association, an Illinois not-for-profit corporation, its successors and assigns.

**1.37 RESIDENTIAL PARCEL:** The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto.

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**1.38 STORAGE AREA:** A portion of the Common Elements which is delineated on the Plat and designated as a Storage Area and which is assigned to a Unit on Exhibit B.

**1.39 UNDIVIDED INTEREST:** The percentage of ownership interest in the Common Elements appurtenant to a Unit as herein and hereafter allocated on Exhibit B hereto, as Exhibit B may be amended from time to time.

**1.40 UNIT:** A part of the Condominium Property designed or intended for independent use and having lawful access to a public way. Each Unit shall consist of the space enclosed and bounded by the planes constituting the boundaries of such Unit as shown on the Plat and the fixtures and improvements located wholly within such boundaries which serve such Unit exclusively. A Unit shall not include the following, wherever located:

- (a) Any structural components of the Condominium Property; or
- (b) Any component of a system which serves more than one Unit where such component is an integral part of such system and is not intended to serve the Unit exclusively.

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 and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

**1.41 UNIT OWNERSHIP:** A part of the Condominium Property consisting of one Unit and its Undivided Interest.

**1.42 VOTING MEMBER:** The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Four.

## ARTICLE TWO

### Scope of Declaration and Certain Property Rights

**2.01 REAL ESTATE SUBJECT TO DECLARATION:** The Residential Association and its Owners, as the owners of fee simple title to the Parcel and Property described in Exhibit A, expressly intend to and, by Recording this Declaration, do hereby subject and submit the Parcel and Property to the provisions of the Act and this Declaration.

**2.02 CONVEYANCES SUBJECT TO DECLARATION:** All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the

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Condominium Property, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to this Declaration.

**2.03 ENCROACHMENTS:** In the event that, by reason of the construction, repair, reconstruction, settlement or shifting of the Condominium Property or any part thereof, (i) any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or (ii) any part of any Unit encroaches or shall hereafter encroach upon any part of any other Unit or the Common Elements, then, in any such case, there shall be deemed to be an easement in favor of the Owners for the maintenance and use of any of the Common Elements which may encroach upon a Unit and there shall be deemed to be an easement in favor of any Owner for the exclusive use of any part of his Unit which shall encroach upon the Common Elements or any other Unit; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the intentional, willful or negligent conduct of such Owner or his agent.

**2.04 OWNERSHIP OF COMMON ELEMENTS:** Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners. Each Unit's corresponding percentage of ownership in the Common Elements (Undivided Interest) has been determined as required under the Act to be as set forth in Exhibit B attached hereto. Exhibit B may not be changed without unanimous written approval of all Owners and all First Mortgagees, except as permitted under the Act. There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit Ownership shall be owned by two or more co-Owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership as between such co-Owners.

**2.05 OWNERS' RIGHTS TO USE THE COMMON ELEMENTS:**

(a) Each Owner shall have the right to use the Common Elements (except the Limited Common Elements or portions occupied pursuant to leases, licenses or concessions made by the Board) in common with all other Owners, as may be required for ingress and egress to and from his respective Unit, and for such other purposes not prohibited hereunder.

(b) Each Owner shall have the right to the exclusive use and possession of the Exclusive Limited Common Elements which serve his Unit. Each Owner shall have the right to the nonexclusive use, in common with other Owners, of the Limited Common Elements which serve his Unit and the Units of such other Owners.

(c) The rights to use and possess the Common Elements, including the



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Limited Common Elements, as herein provided, shall extend to each Owner, and the agents, servants, tenants, and invitees of each Owner and such rights and easements shall be subject to and governed by the provisions of the Act, this Declaration, the By-Laws, and the reasonable rules and regulations of the Board.

(d) The use of the Limited Common Elements may be transferred between Unit Owners at their expense, provided that the transfer may be made only in accordance with this Declaration and By-Laws, and the provision of the Act. Each transfer shall be made by an amendment to this Declaration executed by all Unit Owners who are parties to the transfer and consented to by all other Unit Owners who have any right to use the Limited Common Elements affected. The amendment shall contain a certificate showing that a copy of the amendment has been delivered to the Board of Directors. The amendment shall contain a statement from the parties involved in the transfer which sets forth any changes in the parties' proportionate shares. If the parties cannot agree upon a reapportionment of their respective shares, the Board of Directors shall decide such reapportionment. No transfer shall become effective until the amendment has been recorded. Rights and obligations in respect to any Limited Common Element shall not be affected, nor shall any transfer of it be effective, unless a transaction is in compliance with the requirements of this Section.

**2.06 LEASE OF COMMON ELEMENTS:** The Board shall have the right and authority, subject to the provisions of this Declaration and the By-Laws, to lease or grant licenses or concessions with regard to parts of the Common Elements (other than Limited Common Elements). The rental, fees and terms of any such lease, license or concession shall be determined by the Board and any and all proceeds therefrom shall be used to pay the Common Expenses and shall be taken into account in the preparation of the annual budget.

**2.07 UTILITY AND ACCESS EASEMENTS:** Each Owner of a Unit and each owner of Non-Condominium Property shall have a non-exclusive easement for vehicular and pedestrian access over and across driveways and walkways from time to time located on the Condominium Property, including, without limitation, those driveways and walkways which provide access to public ways. All public utilities serving the Condominium Property are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Condominium Property for the purpose of providing utility services to the Residential Parcel. The County, the Municipality and any other governmental authority which has jurisdiction over the Residential Parcel or which undertakes to provide services to the Residential Parcel are hereby granted and reserved access easements for ingress and egress to, over and across the Condominium Property for the purpose of providing any such services.

**2.08 ADDITIONAL EASEMENTS:** In addition to the easements provided for herein and in the Reciprocal Easement Agreement, the Board, on behalf of all of the Owners, shall have the right and power (a) to grant such easements with respect to the Common

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Elements (except the Limited Common Elements) as the Board deems necessary and proper, including, without limitation, access easements for emergency and service vehicles operated by any governmental authority or private enterprise and/or easements related to the installation and operation of a cable or satellite television system or other communication systems and/or (b) to agree to cancel, alter, change or modify any easement which affects the Condominium Property and does not benefit an Owner, as the Board shall, in its discretion, determine. Each Person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Unit Ownership, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Residential Association and duly Recorded.

**2.09 BOARD'S RIGHT OF ENTRY:** The Board or its agents, upon reasonable notice or, in the case of an emergency, without notice, shall have the right to enter any Unit, including any of the appurtenant Limited Common Elements, when necessary in exercise of its authority under Section 3.02, or in connection with any maintenance, repair and replacement for which the Board is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, as a Common Expense.

**2.10 SEPARATE MORTGAGES:** Each Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance or other lien on his respective Unit Ownership. No Owner shall have the right or authority to make or create, or to cause to be made or created, any mortgage or encumbrance or other lien on or affecting the Condominium Property or any part thereof, except only to the extent of his Unit Ownership.

**2.11 REAL ESTATE TAXES:** In the event that a real estate tax bill is issued for a particular year (the "Tax Year") with respect to portions of the Residential Parcel which, as of December 31 of the Tax Year, consisted of (i) Non-Condominium Property and Condominium Property; (ii) more than one Unit, and/or (iii) Common Elements and no Units, then the following provisions shall apply:

(a) If the bill for the Tax Year covers Non-Condominium Property and Condominium Property, the bill shall be apportioned among the Condominium Property and each portion of the Non-Condominium Property in a ratio that, in the Board's reasonable judgment, coincides with the relevant records of the County Assessor, to the extent available;

(b) Each Non-Condominium Property Owner shall be responsible for the payment of that portion, if any, of the bill for the Tax Year which is apportioned to Non-Condominium Property owned by such Non-Condominium Property Owner,



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(c) The portion of the tax bill for the Tax Year which is apportioned to Condominium Property shall be paid by the Owners of Units in the Condominium Property as provided in this Subsection. The Owner of each Unit in the Condominium Property shall pay, as such Owner's share of the tax bill for the Tax Year, an amount equal to that Owner's percentage of ownership in the Condominium.

(d) The Residential Association shall use its best efforts to collect amounts due hereunder prior to the due date of the installments of the tax bill for the Tax Year; provided, that, if insufficient funds are received from the Owners to pay the portion of the bill allocated to the Condominium Property, the Residential Association shall advance the difference. Any amounts due from an Owner to the Residential Association under this Section shall be a charge hereunder and, if not paid when due, the Residential Association shall have all remedies provided for in Section 6.01 and Article Seven hereof.

(e) The Residential Association shall have the right and power to engage the services of a real estate tax consultant, an attorney and/or an accountant to assist the Residential Association in determining the amounts due from each Owner with respect to a tax bill hereunder, to challenge the real estate tax assessments or bills, or to collect amounts due hereunder from an Owner. The fees for such services shall be Common Expenses hereunder.

**2.12 LEASE OF UNITS:** Any Owner shall have the right to lease all (and not less than all) of his Unit (and the right and easement to use a Parking Space) subject to the provisions of the Subsections below:

(a) No Unit shall be leased for less than twelve (12) months or for hotel or transient purposes.

(b) Any lease shall be in writing and shall provide that such lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. A lessee shall be bound by the provisions hereof regardless of whether the lease specifically refers to this Declaration. 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.

(c) Subject to the exceptions set forth below, effective as of December 12, 2007 ("Effective Date"), the number of leased Units shall not exceed twenty-five percent (25%) of the Units in the Building.

(d) All Owners of Units on the Effective Date of this Leasing Amendment shall be exempt from the terms and obligations of the terms of Subsections (c) through (h) of Section 2.12. Upon transfer of title of such Unit the exemption shall

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expire and the new Owner shall either take possession of the Unit or maintain the Unit as a vacant Unit.

(e) The Board shall maintain a list of leased Units ("List A") and Unit Owners wishing to lease their Units ("List B") for determining the twenty-five percent (25%) limitation. When a Unit is leased or subleased or such lease is assigned, the Unit will be on List A, but cannot be on List B. Upon termination of the lease, sublease or assignment, the Unit Owner may request the Unit be listed on List B. Unit Owners on List B shall be notified by the Board of the ability to lease the Unit in the order that they notified the Board of their intent to lease their Dwelling Unit. Any Unit lease, sublease or assignment in effect upon the Effective Date may be renewed or extended with the current lessee, sublessee or assignee. However, upon termination of the tenancy of the current lessee, sublessee or assignee for any reason whatsoever, the Unit Owner shall be bound by the provisions of this Section 2.12.

(f) To avoid undue hardship, the Board may, in its sole discretion grant permission to a Unit Owner to lease his Unit once to a specified lessee for a period not to exceed one (1) year. Upon a showing of continued hardship by the Owner, the Board may, in its sole discretion, permit an additional renewal lease of a Unit for a period of one (1) year, but no longer after such renewal.

To lease a Unit pursuant to a hardship exception, or obtain a lease renewal within the numerical limitation cited above, a Unit Owner (or contract purchaser) must submit a written application to the Board. The application must contain facts showing the hardship to justify the lease. The Board shall respond to each application within thirty (30) days by granting or denying the lease application. The Board has the sole discretion to approve all applications for leases or lease renewals, and any decisions of the Board will bind the Unit Owners.

(g) Tenancy or leasing by a Unit Owner to an Immediate Family Member without the Unit Owner occupying the Unit shall be exempt from this Section. "Immediate Family Member" is defined as a parent, spouse, child (natural or adopted) grandparent, grandchild or sibling of a Unit Owner.

(h) The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions of this Section, for the purpose of implementing and effectuating the terms of this Section 2.12.

**2.13 STORAGE AREAS:** A Storage Area shall be initially assigned to each Unit on Exhibit B. Each Storage Area which is assigned to a Unit shall be an Exclusive Limited Common Element. Any Storage Space not assigned to a Unit on Exhibit B shall be deemed to be owned by the Residential Association. The use of Storage Areas shall at all times be subject to reasonable rules and regulations adopted from time to time by the Board.

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**2.14 MECHANIC'S LIENS:** 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 Condominium Property or Common Elements, rather than against a particular Unit Ownership. When less than all the Owners are responsible for the existence of any such lien, the Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees and expenses) incurred by reason of such lien.

## ARTICLE THREE

### Use, Occupancy and Maintenance of the Property

#### **3.01 MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON ELEMENTS:**

(a) Except as otherwise specifically provided in this Declaration, decorating, maintenance, repair and replacement of the Common Elements shall be furnished by the Residential Association as part of the Common Expenses, including, without limitation, portions thereof which serve the Condominium Property.

(b) With respect to a particular category or class of Limited Common Elements (other than the Exclusive Limited Common Elements appurtenant to a Unit), instead of furnishing the maintenance, repair or replacement of such category or class of Limited Common Elements as a Common Expense, the Board may, in its discretion, (i) require each Owner to furnish such services to the Limited Common Elements which are appurtenant to his Unit at his own expense, or (ii) furnish such services to the Limited Common Elements but assess the cost thereof directly to the Owners of Units benefited thereby on the basis of Undivided interests, in equal shares or such other reasonable basis as the Board shall deem appropriate.

(c) Maintenance, repair and replacement of the balconies and patios shall be furnished by the Board and the cost thereof shall be assessed directly to the Owners of the Units, or Exclusive Limited Common Elements appurtenant thereto, with respect to which the work is done, on the basis of Undivided Interests, equal shares or such other reasonable basis as the Board shall deem appropriate.

#### **3.02 MAINTENANCE, REPAIR AND REPLACEMENT OF UNITS AND EXCLUSIVE LIMITED COMMON ELEMENTS:**

(a) Except as provided in Section 3.01(c), each Owner shall furnish and be responsible, at his expense, for all of the maintenance, repairs and replacements within his Unit and the Exclusive Limited Common Elements appurtenant to his Unit and shall keep them in good condition and repair. The Board may, in its discretion, cause maintenance services to be performed within

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a Unit or to the Exclusive Limited Common Elements appurtenant thereto upon the request of an Owner and may charge a reasonable fee for such services. Without limiting the foregoing, to the extent that insurance carried by the Residential Association covers damage to a Unit or the Exclusive Limited Common Elements appurtenant thereto (including, without limitation, broken windows, or perimeter doors), the Residential Association shall make any insurance proceeds received by the Residential Association as a result of any such damage available to the Owner to pay for or reimburse the Owner for payment of the cost of repairing the damage.

(b) Except as provided in Section 3.01(c), whenever the Board shall determine, in its discretion, that any maintenance, repair, or replacement of any Unit or the Exclusive Limited Common Elements is necessary to protect the Common Elements or any other portion of the Condominium Property (i) if such work is made necessary through the fault of the Owner, then the Board may direct the Owner thereof to perform such maintenance, repair, or replacement and pay the cost thereof to the extent not covered by insurance, if any, carried by the Residential Association, including, without limitation, the deductible amount under any applicable insurance policy, or (ii) if such work is made necessary through no fault of the Owner, then the Board may cause the work to be done and may, in its discretion, assess the cost thereof directly to the Owners of the Units, or Exclusive Limited Common Elements appurtenant thereto, with respect to which the work is done on the basis of Undivided Interests, equal shares or such other reasonable basis as the Board shall deem appropriate. If an Owner fails or refuses to perform any such maintenance, repair, or replacement within a reasonable time after being so directed by the Board pursuant to the preceding sentence, then the Board may cause such maintenance, repair, or replacement to be performed at the expense of such Owner. The determination of whether or not the work is made necessary through the fault of the Owner shall be made by the Board and such determination shall be final and binding.

### 3.03 ADDITIONS, ALTERATIONS OR IMPROVEMENTS:

(a) The Board may authorize and charge as a Common Expense (or in the case of Limited Common Elements may charge the Owners benefited thereby) any additions, alterations, or improvements to the Common Elements. Subject to the provisions of Section 6.06, the cost of any such work to the Common Elements may be paid out of a special assessment.

(b) Without the prior written consent of the Board, an Owner shall not (i) make any additions, alterations or improvements (including, without limitation, installation of storm windows, storm doors, plantings, landscaping, or painting, staining, or changes to the color of exterior surfaces of the Building or any deck, patio, terrace or balcony) to any part of the Common Elements which is visible from outside of the Unit or (ii) make any additions, alterations, or improvements to his Unit or to the Exclusive Limited Common Elements

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appurtenant thereto where such work alters the structure of the Unit or increases the cost of insurance required to be carried by the Residential Association hereunder. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by an Owner upon the Owner's agreement that any addition, alteration or improvement will be substantially similar in quality of construction and design to any similar addition, alteration or improvement then on the Condominium Property and upon Owner's agreement either (A) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (B) to pay to the Residential Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by an Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

- (1) Require the Owner to remove the addition, alteration or improvement and restore the Condominium Property to its original condition, all at the Owner's expense; or
- (2) If the Owner refuses or fails to properly perform the work required under (1), then, subject to the provisions of Section 7.01, the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or
- (3) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

**3.04 DAMAGE CAUSED BY OWNER:** If, due to the act or the neglect of an Owner or occupant of a Unit or a guest, invitee or pet of an Owner or occupant, damage shall be caused to a part of the Condominium Property and maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then the 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, if any, carried by the Residential Association, including, without limitation, the deductible amount under any applicable insurance policy.

**3.05 USE RESTRICTIONS:**

- (a) Except as provided in Subsections (b) and (c) of this Section, each Unit shall be used only as a residence and no industrial business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Condominium Property.
- (b) No Resident shall be precluded with respect to his Unit, from (i)



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maintaining a personal professional library, (ii) keeping his personal business records or accounts therein, or (iii) handling his personal business or professional calls or correspondence therefrom.

(c) To the extent permitted under applicable laws and ordinances, a Resident may conduct an in-home business in a Unit.

(d) Each Parking Space shall only be used to park one (1) motor vehicle.

**3.06 SPECIAL SERVICES:** Any Board may furnish to an Owner or Owners special services relating to the use and occupancy of a Unit or Units and may charge the cost of providing such services to the Owner or Owners who benefit from the service. Without limiting the foregoing, the Residential Association may contract with a provider of a special service, such as satellite TV service, cable TV service, internet access or other similar service, either make such service available to all Units or offer such service to each of the Owners on a voluntary basis. The Board may charge the Owner of each Unit which receives any such service for the reasonable cost of providing such service, which may be allocated in equal shares for each of the Units which is served, on the basis of Undivided Interests or on such other reasonable basis as the Board may deem appropriate. Any amount charged to an Owner for services furnished pursuant to this Section shall be due and payable at such time or times as designated by the Board and failure to pay any such amount shall give rise to a lien provided for in Section 6.01.

**3.07 USE AFFECTING INSURANCE:** Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Condominium Property or contents thereof, applicable for residential use, without prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Condominium Property, or contents thereof, or which would be in violation of any law.

**3.08 SIGNS:** No "For Sale", "For Rent" or any other sign of any kind or other form of solicitation or advertising or window display shall be erected, maintained or permitted on the Condominium Property unless permitted pursuant to reasonable rules or regulations adopted by the Board from time to time. Without limiting the foregoing, the Board shall from time to time designate an area within the Common Elements which may be used to display "for rent" and/or "for sale" signs of such size as not to be designated from time to time by the Board.

**3.09 ANIMALS:** No animals shall be kept or raised in the Common Elements. No pet may be kept or raised for commercial purposes. The Board may from time to time adopt rules and regulations governing the keeping of pets in the Units. Such rules and regulations may prohibit certain species of pets or pets of more than a specified weight from being kept in the Units, including, but not limited to exotic or dangerous species such as snakes and potbellied pigs. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from a Unit upon three (3)

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days' written notice from the Board to the Owner of the Unit containing such pet, and the decision of the Board shall be final. For purposes hereof, a "pet" is a domesticated animal kept for pleasure rather than utility.

**3.10 ANTENNAE:** Subject to applicable federal, state and local regulations, laws and ordinances, no antenna, radio receiver, satellite dish or similar apparatus shall be erected, installed, attached to, permitted or maintained in or upon any part of the Condominium Property without the prior written approval of the Board; however, a satellite dish or similar apparatus of one (1) meter or less in diameter may be installed, with Board approval, to confirm the location is not part of the Common Elements..

**3.11 OTHER STRUCTURES:** No structure of a temporary character, including, without limitation, a trailer, recreational vehicle, mobile home, tent, solarium, greenhouse, shack or other out-building shall be used, stored or maintained anywhere in or on the Condominium Property either temporarily or permanently, except as expressly approved, in writing, by the Board.

**3.12 STRUCTURAL IMPAIRMENT:** Nothing shall be done in, on or to any part of the Condominium Property which would impair the structural integrity of the Building or other permitted structure located on the Condominium Property.

**3.13 PROSCRIBED ACTIVITIES:** No noxious or offensive activity shall be carried on in the Condominium Property and nothing shall be done in the Condominium Property, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the Units.

**3.14 NO UNSIGHTLY USES:** No clothes, sheets, blankets, laundry of any kind, or other similar articles shall be hung out on any part of the Common Elements except as permitted by rules and regulations of the Board. The Condominium Property shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board.

**3.15 RULES AND REGULATIONS:**

(a) The use and enjoyment of the Condominium Property shall be subject to reasonable rules and regulations duly adopted by the Board from time to time, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations and all Owners are furnished with the full text of the proposed rule and notice of the meeting as required by the Act.

(b) Without limiting the foregoing, the Board may levy a reasonable charge upon the Owners for a violation of a rule or regulation, after notice and an opportunity for a hearing, in accordance with the procedures set forth in Section 7.05.

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## 3.16 CERTAIN UTILITY COSTS:

(a) Certain utility costs incurred in connection with the use, operation and maintenance of the Common Elements may not be separately metered and billed to the Residential Association. If the charges for any such utilities are metered to individual Units rather than being separately metered for the Common Elements, then the following shall apply:

(i) If in the opinion of the Board, each Owner is sharing in a fair and equitable manner the cost for such service, then no adjustment shall be made and each Owner shall pay his own bill; or

(ii) If in the opinion of the Board, the Owner of a Unit is being billed disproportionately for costs allocable to the Common Elements, then the Residential Association shall pay, or reimburse such Owner, an amount equal to the portion of the costs which, in the reasonable determination of the Board, is properly allocable to the Common Elements and the amount thereof shall be Common Expenses hereunder.

**3.17 COMBINATION OF UNITS:** With the prior approval of the Board, which approval shall not be unreasonably withheld, the Owner of two adjacent Units, including Units located next to each other or a Unit which is located in the airspace above another Unit ("Adjacent Units") shall be permitted to remove a portion of the wall, ceiling, floor or other partition in the Common Elements between the Adjacent Units (at the Owner's sole cost and expense) in order to permit access between the Adjacent Units so that the Adjacent Units may be combined and used together as one home. In such case, the Owner of the Adjacent Units shall have the exclusive right to use and enjoy the portion of the Common Elements between the Adjacent Units which has been removed and shall be solely responsible for the maintenance of such area. If the Owner of the Adjacent Unit desires to separate the Adjacent Units for use and occupancy as separate homes, the Owner shall so notify the Board and shall restore the wall, ceiling, floor, or other partition between the Units to the condition which the wall, ceiling, floor or other partition was in before it was removed or otherwise altered by the Owner of the Adjacent Units. From and after the restoration of such wall, ceiling, floor, or other partition, the portion of the Common Elements which had previously been used by the Owner of the Adjacent Units shall be maintained by the Residential Association. In the event of the removal of a portion of the wall, ceiling, floor or other partition in the Common Elements between Adjacent Units as provided for in this Section, the Adjacent Units shall each continue to be individual Units for purposes of this Declaration and the Undivided Interest assigned to each of the Adjacent Units shall not be changed. In the event an Owner wishes to subdivide or combine Adjacent Units, said Owner shall make written application to the Board, requesting an amendment to this Declaration, setting forth a proposed reallocation of the percentage interest in the Common Elements to the new unit(s), and setting forth whether the Limited Common Elements, if any, previously assigned to the Unit to be subdivided should be assigned to each new unit or to fewer than all of the new units created and requesting, if desired



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in the event of a combination of units, that the new unit be granted the exclusive right to use as a Limited Common Element, a portion of the Common Elements within the building adjacent to the new unit. If the transaction is approved by a majority of the Board, it shall be effective upon (1) recording of an amendment in accordance with the Act and (2) execution by the Owners of the Units involved.

**3.18 FLOOR COVERING/NOISE TRANSMISSION:** An Owner who desires to install or replace flooring in his or her Unit must first apply for and receive approval from the Board. The Board may from time to time adopt rules and regulations governing the installation or replacement of floor covering, including, without limitation noise transmission standards. Unless otherwise provided in a rule or regulation adopted by the Board, the applicable noise transmission standards of Fannie Mae in effect from time to time shall apply.

**3.19 WINDOW TREATMENT:** In order to achieve uniformity in the exterior appearance of the Property and the Building, each Owner shall install in all windows of his Unit visible from the exterior of the Building shades, draperies, curtains or other window coverings having a white colored lining or surface.

**3.20 PARKING SPACES:**

(a) Upon the Recording hereof there shall be three hundred three (303) Parking Spaces in the Parking Area. The right and easement to use each of the Parking Spaces in the Parking Area is assigned to a Unit either in the deed which conveys the Unit or, alternatively, the Residential Association may assign the right and easement to use a Parking Space to a Unit by a separate instrument which must be executed and Recorded. The Residential Association shall have the right and power to rent the right to use each such Parking Space on a periodic basis or otherwise provide for the use of such Parking Spaces. Any and all proceeds from the sale or assignment of the right and easement to use Parking Spaces shall be added to the Residential Association's common fund.

(b) Any Parking Space which has been assigned to a Unit may be assigned to another Unit by a Recorded instrument in the form attached to the Original Declaration as Exhibit G, executed by the assignor and the assignee of the Parking Space, with the written consent of the First Mortgagee of the assigning Unit, if any, and the owner of the Parking Area. A Parking Space may be leased, but only to a Resident for a term of not more than six (6) months, but any such lease may be renewed for successive periods of up to six (6) months each. Notice of any such lease, together with a copy of the lease, shall be delivered to the Residential Association not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first.

(c) Each Owner of a Unit to which a Parking Space is assigned shall pay a Parking Area Assessment for each such Parking Space, as more fully provided in Section 6.03 hereof.

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(d) The Owner or Resident of a Unit to which a Parking Space is assigned, or, if the Parking Space is leased as permitted above, the lessee thereof, shall have the right at all times to park one (1) operable vehicle in the Parking Space, subject to the rules and regulations adopted from time to time by the Board and the Municipality.

(e) The Parking Area may be reconfigured or replaced with other real estate which shall then become the Parking Area and, in such case, the Parking Spaces may be relocated, all as more fully provided in the Reciprocal Easement Agreement.

## ARTICLE FOUR The Residential Association

**4.01 THE RESIDENTIAL ASSOCIATION:** The Residential Association has been incorporated as a not-for-profit corporation. The Residential Association shall be the governing body for all of the Owners and for the administration and operation of the Building as provided in the Act this Declaration and the By-Laws. All agreements and determinations lawfully made by the Residential Association shall be deemed to be binding on all Owners and their respective successors and assigns.

### **4.02 MEMBERSHIP:**

(a) There shall be only one class of membership in the Residential Association. The Owner of each Unit shall be a member of the Residential Association. There shall be one membership per Unit Ownership. Membership shall be appurtenant to and may not be separated from ownership of a Unit. Ownership of a Unit shall be the sole qualification for membership. The Residential Association shall be given written notice of a proposed change of ownership of a Unit within ten (10) days prior to such change.

(b) One individual shall be designated as the "Voting Member" for each Unit Ownership. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. 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 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.

**4.03 THE BOARD:** The Board shall consist of the number of individuals provided for in Section 5.01 of the By-Laws, each of whom shall be an Owner or a Voting Member. The Board shall be elected at each annual meeting of the Owners as provided in the

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By-Laws.

**4.04 VOTING RIGHTS:** Whenever a vote of the Owners of the Residential Association is required, at any meeting of such Owners or otherwise, such votes shall be cast by the Voting Members or their proxies; provided that a contract purchaser of a Unit from a contract seller shall have the right to vote for directors of the Residential Association unless such contract seller expressly retains such right in writing. Except as otherwise specifically required under the Act, this Declaration or the By-Laws, each Voting Member shall have a vote equal to the Undivided Interest assigned to each Unit which he represents.

**4.05 MANAGING AGENT:** The term of any management agreement covering the management of the Condominium Property entered into prior to the Turnover Date shall not exceed two years, and shall be terminable for cause by the Residential Association on thirty (30) days written notice and without cause or payment of a termination fee by either party on ninety (90) days written notice.

**4.06 DIRECTOR AND OFFICER LIABILITY:** None of the directors or officers of the Residential Association shall be personally liable to the Owners or the Residential Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors or officers, except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Residential Association shall indemnify and hold harmless each of the directors and each of the officers, his heirs, executors or administrators, against all contractual and other liabilities to the Owners, the Residential Association or others arising out of contracts made by or other acts of the directors and the officers on behalf of the Owners or the Residential Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, administrative, or other, in which a director or officer may be involved by virtue of such person being or having been a director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as a director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as a director or officer.

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## ARTICLE FIVE Insurance/Condemnation

**5.01 INSURANCE:** The Association at all times shall maintain:

(a) Property Insurance. Property insurance (1) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise determined by the Board of Directors, the bare walls, floors, and ceilings of the Unit, (2) providing coverage for special form causes of loss, and (3) 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 deductibles, but including coverage sufficient to rebuild the insured property in compliance with building code requirements subsequent to an insured loss, including: Coverage B, demolition costs; and Coverage C, increased cost of construction coverage. The combined total of Coverage B and Coverage C shall be no less than 10% of each insured building value, or \$500,000, whichever is less.

(b) General Liability Insurance. Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Property in a minimum amount of \$1,000,000, or a greater amount deemed sufficient in the judgment of the Board, 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) Fidelity Bond; Directors and Officers Coverage.

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

(ii) 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 shall have standing to make a loss claim against the bond of the managing agent as a party covered under the bond.

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

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(iv) The Board of Directors must obtain directors and officer's liability coverage at a level deemed reasonable by the Board, if not otherwise established by this Declaration or By-Laws. Directors and officer's 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 Illinois Condominium Property Act, the General Not For Profit Corporation Act of 1986 or the Declaration and By-Laws of the Association. The coverage required by this Subsection (iv) 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 (iv) shall include as an insured: past, present, and future board members while acting in their capacity as members of the board of directors, the managing agent, and employees of the board of directors or managing agent.

**5.02 CONTIGUOUS UNITS; IMPROVEMENTS AND BETTERMENTS:** The insurance maintained under Section 5.01(a) must include the Units, the Limited Common Elements except as otherwise determined by the Board of Directors, and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected. Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed by the Developer. Common Elements exclude floor, wall and ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by Unit Owners.

**5.03 PAYMENT OF DEDUCTIBLES:** In the event of an insurance claim for damage to a Unit or the Common Elements, the Board may:

- (i) Pay the deductible as a Common Expense;
- (ii) Assess the deductible amount against the Unit Owner who caused the damage or from whose Unit(s) the damage or cause of loss originated, after notice and an opportunity for a hearing;
- (iii) Require the Unit Owner(s) of the Unit(s) affected to pay the deductible amount.

**5.04 OTHER COVERAGES:** Within the discretion of the Board of Directors, the Association may carry any other insurance, including workers' compensation,



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employment practices, environmental hazards, and equipment breakdown that the Board of Directors considers appropriate to protect the Association, the Unit Owners, or officers, directors, or agents of the Association.

**5.05 INSURED PARTIES; WAIVER OF SUBROGATION:** Insurance policies carried pursuant to Subsections 5.01 (a) and (b) must include each of the following provisions:

- (a) Each Unit Owner and secured party is an insured person under the policy with respect to liability arising out of the Unit Owner's Interest in the Common Elements or membership in the Association.
- (b) The insurer waives its right to subrogation under the policy against any Unit Owner of the Condominium or Members of the Unit Owner's household and against the Association and members of the Board of Directors.
- (c) The Unit Owner waives his or her right to subrogation under the Association policy against the Association and the Board of Directors.

**5.06 PRIMARY INSURANCE:** If at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the Association's policy is primary insurance.

**5.07 ADJUSTMENT OF LOSSES; DISTRIBUTION OF PROCEEDS:** Any loss covered by the property policy under Subsection 5.01(a) 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.

**5.08 OWNER RESPONSIBILITY:** Unless expressly advised to the contrary by the Board of Directors each Owner shall obtain his own insurance on the Improvements and Betterments within the Owner's Unit and the contents of the Owner's Unit and furnishings and personal property therein, and the Owner's personal property stored elsewhere on the Condominium Property, and the Owner's personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Owner or his 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 Owner whose Unit was damaged, any damage not covered by insurance required by this Section, as well as

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the decorating, painting, wall and floor coverings, trim, appliances equipment, and other furnishings. Except as expressly determined by the Board, the Board shall not be responsible for obtaining insurance on Improvements and Betterments and shall not be obligated to apply any insurance proceeds from policies it is obligated to maintain hereunder to restore the affected Unit to a condition better than the condition existing prior to the making or installation of Improvements and Betterments.

**5.09 CERTIFICATES OF INSURANCE:** Contractors and vendors (except public utilities) doing business with the Association under contracts exceeding \$10,000 per year must provide certificates of insurance naming the Association, its Board of Directors, and its managing agent as additional insured parties.

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

**5.11 MISCELLANEOUS:** Property and general liability insurance policies required to be carried by the Association pursuant to Section 5.01(a) and must include each of the following provisions:

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

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

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

**5.12 REPAIR OR RECONSTRUCTION:**

(a) If the insurance proceeds are insufficient to reconstruct the Property and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Property within one hundred eighty (180) days from the date of damage or destruction, then the provisions of the Act shall apply.

(b) In the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered uninhabitable, upon the affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence. At such meeting, the Board or its representative shall present to the members

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present an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

(c) In the case of damage or other destruction, upon affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Elements, will be distributed in accordance with the interest of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

(d) The provisions of this Section shall be subject to the provisions of the Reciprocal Easement Agreement.

## 5.13 CONDEMNATION:

(a) In the case of a taking or condemnation by competent authority of any part of the Condominium Property, the Residential Association shall, if necessary, restore the improvements in the remaining portion of the Condominium Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. Any proceeds or awards paid to the Residential Association shall be applied first to the cost of any restoration and any remaining portion of such proceeds or awards shall be, in the discretion of the Board, either (i) applied to pay the Common Expenses or (ii) distributed to the remaining Owners and their respective First Mortgagees, as their interests may appear, based on their current Undivided Interests. Each Owner appoints the Residential Association as attorney-in-fact for the purpose of representing him in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or any part thereof.

(b) In the event that part or all of one or more Units is taken or condemned,



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then the portions so taken or condemned shall be deemed to have been removed from the provisions of this Declaration and the Act and the court which has jurisdiction of the action shall adjust the Undivided Interests of the remaining Units in a just and equitable manner and as provided under the Act, and if the court fails to make such adjustment, such adjustment may be made by the Board. The President and Secretary of the Residential Association shall execute and Record an instrument on behalf of the Residential Association as required by the Act which amends this Declaration, effective as of the effective date of the taking or condemnation, to reflect the removal of property and adjustments, if any, in the Undivided Interests as a result of an occurrence covered by this Section. From and after the effective date of the amendment referred to in the preceding sentence, the Owner of a Unit which is removed in part or in whole from the provisions of this Declaration shall only be liable for the payment of assessments based on the Undivided Interest, if any, allocated to the Unit in the amendment.

## ARTICLE SIX Assessments

**6.01 CREATION OF LIEN AND PERSONAL OBLIGATION:** Each Owner of a Unit Ownership, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be and is deemed to covenant and hereby agrees to pay to the Residential Association such assessments or other charges or payments as are levied pursuant to the provisions of this Declaration. Such assessments, or other charges or payments, together with interest thereon and costs of collection, if any, as herein provided, shall be a charge on the Unit Ownership and shall be a continuing lien upon the Unit Ownership against which each such assessment is made. Each such assessment, or other charge or payment, together with such interests and costs, shall also be the personal obligation of the Owner of such Unit Ownership at the time when the assessment or other charge or payment is due.

**6.02 PURPOSE OF ASSESSMENTS:** The assessments levied by the Residential Association shall be exclusively for the purposes of promoting the recreation, health, safety, and welfare of members of the Residential Association, to administer the affairs of the Residential Association, and to pay the Common Expenses.

**6.03 ASSESSMENTS:** Each year, at least twenty-five (25) days before final adoption thereof, the Board shall furnish each Owner with a proposed budget for the ensuing fiscal year which shall show the following, with reasonable explanations and Itemizations:

- (a) The estimated Common Expenses;
- (b) The estimated amount, if any, to maintain adequate Reserves for Common Expenses;

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- (c) The estimated net available cash receipts from sources other than assessments, including, without limitation, receipts from any leases, licenses or concessions;
- (d) The amount of the "Annual Assessment", which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above minus excess funds, if any, from the current year's operation;
- (e) That portion of the Annual Assessment which shall be payable by the Owner with respect to his Unit each month until the next Annual Assessment or revised Annual Assessment becomes effective, which monthly portion shall be equal to one-twelfth (1/12) of the Annual Assessment multiplied by the Unit's Undivided interest;
- (f) The estimated Parking Area Expenses;
- (g) The estimated amount, if any, to maintain adequate Reserves for Parking Area Expenses, including, without limitation, Reserves to pay the Residential Association share of the anticipated cost, if any, of the reconstruction or renovation of the Parking Facility, all as more fully provided in the Reciprocal Easement Agreement;
- (h) The estimated net available cash receipts, if any, from the lease by the Residential Association of Parking Spaces which are owned by the Residential Association and not assigned to Owners of Units;
- (i) The amount of the "Parking Area Assessment", which is hereby defined as the amount determined in (f) above, plus the amount determined in (g) above, minus the amount determined in (h) above, minus excess funds, if any, from the current year's operation of the Parking Area; and
- (j) That portion of the Parking Area Assessment which shall be payable by the Owner of a Unit to which a Parking Space is assigned each month until the next Parking Area Assessment or revised Parking Area Assessment becomes effective. Such monthly portion shall be equal to one-twelfth (1/12) of the Parking Area Assessment divided by the number of Parking Spaces which are assigned to Units; and
- (k) Which portions, if any, are intended for capital expenditures or repair or payment of real estate taxes.

**6.04 PAYMENT OF ASSESSMENTS:** On or before the first day of the fiscal year, and on or before the first day of each and every month thereafter until the effective date of the next Annual Assessment and Parking Area Assessment, each Owner of a Unit shall pay to the Residential Association, or as it may direct, that portion of the Annual

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Assessment and Parking Area Assessment, which is payable by such Owner.

**6.05 REVISED ASSESSMENT:** If the Annual Assessment or Parking Area Assessment proves to exceed funds reasonably needed, then the Board may decrease the assessments payable under Section 6.03 as of the first day of a month by the giving of written notice thereof (together with a revised budget for the balance of the year and reasons for the decrease) not less than ten (10) days prior to the effective date of the decreased assessment.

**6.06 SPECIAL ASSESSMENT:** 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.

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

(b) 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 Subsection (a) above. 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.

(c) 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.

(d) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by Subsection (b) or (c) above, 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.

(e) Only those Owners who have a Parking Space assigned to their Unit shall be entitled to vote on matters relating to a special assessment which may be levied in connection with the Parking Area. Any separate or special assessment made for the purposes of paying (or building up Reserves to pay) extraordinary

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expenses incurred (or to be incurred) in connection with the Parking Area or to cover an unanticipated deficit under the current or prior year's budget for the Parking Area Expenses, shall be assessed against the Owners who have Parking Spaces assigned to their Units in the same shares as Parking Area Assessments are allocated as provided in Section 6.03(j).

**6.07 ANNUAL REPORT:** The Board shall annually supply to all Unit Owners an itemized accounting of the Common Expenses and Parking Area 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.

**6.08 CAPITAL RESERVE:** The Residential Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Common Elements, including a reserve fund for replacements (the "Capital Reserve"). Without limiting the foregoing, the amount of Capital Reserve to be maintained by the Residential Association shall include a portion of the anticipated costs of reconfiguring or reconstructing the Parking Facility, as more fully provided in the Reciprocal Easement Agreement, which Reserve shall be built up through Parking Area Assessments. The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life improvements to the Common Elements and Parking Facility and equipment owned by the Residential Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Elements and Parking Facility or the purchase of equipment to be used by the Residential Association in connection with its duties hereunder. The Capital Reserve may be built up by separate or special assessments or out of the Annual Assessment or Parking Area Assessment as provided in the budget. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Common Elements shall be held by the Residential Association as agent and trustee for the Owners of Units with respect to which the Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Residential Association by the Owners. If the Board chooses not to provide for the buildup of reserves for a particular anticipated expenditure or if the buildup of reserves that the Board does provide for in its budgets does not result in sufficient funds to pay for the expenditure when the expenditure must be made, then (i) neither the Board nor any of its past or present members shall be liable to the Residential Association or the Owners for failing to provide for sufficient reserves and (ii) the Board shall have the right and power (subject to the procedural requirements of the Act, this Declaration or the By-Laws) to either levy a separate or special assessment to raise the funds to pay the expenditure or to borrow funds to pay the expenditure and repay the borrowed funds out of future Annual Assessments, Parking Area Assessments, separate assessments or special assessments.

**6.09 NON-PAYMENT OF ASSESSMENTS:** Any assessments or other charges or payments which an Owner is required to make or is liable for hereunder which are not

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paid when due shall be deemed delinquent. If an assessment or other charge or payment is not paid within thirty (30) days after the due date, it shall bear interest at eighteen percent (18%) per annum, and the Board (i) may bring an action against the Owner personally obligated to pay the same, together with interest, costs and reasonable attorneys' fees of any such action, which shall be added to the amount of such assessment or other charge or payment and shall be included in any judgment rendered in such action and (ii) may enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may in its discretion charge reasonable late fees for the late payment of assessments or other charges. No Owner may waive or otherwise escape liability for the assessments or other charges or payment provided for herein by nonuse, abandonment or transfer of his Unit or the Parking Space assigned to his Unit.

## **6.10 RESIDENTIAL ASSOCIATIONS LIEN SUBORDINATED TO MORTGAGES:**

The lien on each Unit Ownership provided for in Section 6.01 for assessments or other charges or payments shall be subordinate to the lien of any First Mortgage on the Unit Ownership Recorded prior to the date that any such assessments or other charges or payments become due. Except as hereinafter provided, the lien provided for in Section 6.01 shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure of a First Mortgage, such transfer of title shall to the extent permitted by law extinguish the lien for any assessments or other charges or payments under Section 6.01 which became due prior to (i) the date of the transfer of title or (ii) the date on which the transferee comes into possession of the Unit, whichever occurs first. However, the transferee of a Unit Ownership shall be liable for his share of any assessments or other charges or payments with respect to which a lien against his Unit Ownership has been extinguished pursuant to the preceding sentence which is reallocated among the Owners pursuant to a subsequently adopted annual, revised or special assessment, and nonpayment thereof shall result in a lien against the transferee's Unit Ownership as provided in Section 6.01. If for any reason the Owner of a Unit is permitted to remain in possession of his Unit during the pendency of a foreclosure action with respect to the Unit, the Owner shall be required to pay a reasonable rental for such right and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect such rental.

**6.11 STATEMENT OF ACCOUNT:** Upon ten (10) days' notice to the Board and the payment of a reasonable fee, if any, which may be set by the Board, any Owner shall be furnished with a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from the Owner as of the date of the statement.

## **ARTICLE SEVEN** **Remedies for Breach or Violation**

**7.01 SELF-HELP BY BOARD:** Subject to the provisions of Section 7.05, in the event of a violation by an Owner of the provisions, covenants or restrictions of the Act, this



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Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, the Board, upon not less than ten (10) days prior written notice, shall have the right to enter upon that part of the Condominium Property where the violation or breach exists and summarily abate, remove or do whatever else may be necessary to correct such violation or breach, provided, however, that where the violation or breach involves an improvement located within the boundaries of a Unit, judicial proceedings shall be instituted before any items of construction can be altered or demolished. Any and all expenses in connection with the exercise of the right provided by this section shall be charged to and assessed against the violating Owner.

**7.02 INVOLUNTARY SALE:** Subject to the provisions of Section 7.05, if any Owner (either by his own conduct or by the conduct of any Resident or occupant of a Unit) shall violate any of the covenants or restrictions or provisions of this Declaration, the By-Laws, or the rules or regulations adopted by the Board, and such violations 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 said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit, and thereupon an action may be filed by the Board against said defaulting Owner 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 Condominium Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and other terms as the court shall determine equitable. 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 the decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit 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 Unit so purchased subject to this Declaration.

**7.03 EVICTION ACTION:** In the event that an Owner is delinquent in payment of his proportionate share of the Common Expenses, Parking Area Expenses or any other charges or payments required to be paid by the Owner hereunder, the Board shall have the right to take possession of the Owner's Unit and to maintain for the benefit of all other Owners an action for possession in the manner prescribed by the Eviction Act, as provided in the Act and the Illinois Code of Civil Procedure.

**7.04 OTHER REMEDIES OF THE BOARD:** In addition to or in conjunction with the remedies set forth above, in the event of a violation by an Owner of the Act, this Declaration, the By-Laws, or rules and regulations of the Board, the Board may levy

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reasonable fines or the Board or its agents shall have the right to bring an action at law or in equity against the Owner and/or others as permitted by law including, without limitation, (i) to foreclose a lien against the Unit Ownership, (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection thereof, (iv) for any combination of the remedies set forth in this Article or (v) for any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in this Article may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to enforce any provisions of this Declaration, the By-Laws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

**7.05 ENFORCEMENT BY THE BOARD:** Prior to the imposition of any fine and concurrently with the sending of a notice described in Sections 7.01 and 7.02, the Board shall notify the Owner, in writing of the violation of the rule or regulation and the Board's proposed remedy. Any Owner who receives such notice may, within three (3) days after receipt of such notice, demand a hearing before the Board or its authorized committee. At such hearing a member of the Board shall present to the Owner the grounds for the notice and the Owner shall have an opportunity to challenge such grounds and to present any evidence on his behalf subject to such reasonable rules of procedure as may be established by the Board or its authorized committee, which rules shall adhere to the generally accepted standards of due process. If the Owner demands a hearing as herein provided, such hearing shall be held within four (4) days after the Board receives the demand and no action shall be taken by the Board until the hearing has been held and notice of the decision of the Board or its authorized committee and the terms thereof has been delivered to the Owner. The decision of the Board or its authorized committee shall be rendered within three (3) days after the hearing and such decision shall be final and binding on the parties.

**7.06 COSTS AND EXPENSES:** All expenses incurred by the Board in connection with the enforcement of the provisions of this Declaration or in connection with the exercise of its rights and remedies under this Article, including without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the contract rate of interest then permitted in Illinois until paid but not to exceed eighteen percent (18%) per annum, shall be charged to and assessed against the defaulting Owner, and the Residential Association shall have a lien for all the same upon such Owner's Unit Ownership, as provided in Section 6.01.

**7.07 ENFORCEMENT BY OWNERS:** Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Unit Ownership to enforce any lien created hereunder.

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## ARTICLE EIGHT Amendments

**8.01 AMENDMENT BY OWNERS:** Subject to the provisions of Article Nine, and except as otherwise provided in this Declaration and the Act, the provisions of this Declaration may be amended, modified, enlarged or otherwise changed in whole or in part by the affirmative vote of Voting Members (either in person or by proxy), or by an instrument executed by Owners, representing at least sixty-seven percent (67%) of the Undivided Interests; except that the provisions of Article Nine and the provisions of this Article may be amended only with the written consent of Eligible Mortgagees as provided in Section 9.02. The consent of any Eligible Mortgagee shall be deemed to have been given unless the Eligible Mortgagee delivers a negative response to the requesting party within sixty (60) days after the mailing of the request, which shall be sent by certified mail. No amendment shall become effective until Recorded.

## ARTICLE NINE Rights of First Mortgagees

**9.01 NOTICE TO FIRST MORTGAGEES:** Each Owner shall notify the Residential Association of the name and address of his First Mortgagee or its servicing agent, if any, and shall promptly notify the Residential Association of any change in such information. The Residential Association shall maintain a record of such information with respect to all Units. Each First Mortgagee shall have the right to examine the books and records of the Residential Association at any reasonable time and to have an audited statement of the Residential Association's operations prepared for a fiscal year at its own expense. Upon the specific written request of a First Mortgagee to the Board, the First Mortgagee shall receive some or all of the following as designated in the request:

- (a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Residential Association to the Owner of the Unit covered by the First Mortgagee's First Mortgage;
- (b) Any audited or unaudited financial statements of the Residential Association which are prepared for the Residential Association and distributed to the Owners;
- (c) Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;
- (d) Notice of any proposed action which would require the consent of a specified percentage of Eligible Mortgagees pursuant to Section 9.02;
- (e) Notice of the decision of the Owners to make any material amendment to this Declaration, the By-Laws, or the Articles of Incorporation of the Residential Association;



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- (f) Notice of substantial damage to or destruction of any Unit (in excess of \$1,000) or any part of the Common Elements (in excess of \$10,000);
- (g) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Condominium Property; Notice of any default of the Owner of the Unit which is subject to the First Mortgagee's First Mortgage, where such default is not cured by the Owner within thirty (30) days after the giving of notice by the Residential Association to the Owner of the existence of the default; or
- (h) The right to be treated as an "Eligible Mortgagee" for purposes of Section 9.02;
- (i) Copies of any written notice received by the Association of lapse, cancellation or material change in any insurance policy or fidelity bond carried by the Residential Association.

The request of a First Mortgagee shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Residential Association. Failure of the Residential Association to provide any of the foregoing to a First Mortgagee who has made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The Residential Association need not inquire into the validity of any request made by a First Mortgagee hereunder and in the event of multiple requests from purported First Mortgagees of the same Unit Ownership, the Residential Association shall honor the most recent request received.

## 9.02 CONSENT OF ELIGIBLE MORTGAGEES:

(a) In addition to any requirements or prerequisite provided for elsewhere in this Declaration, the consent of Eligible Mortgagees holding, in the aggregate, First Mortgages on at least sixty-seven percent (67%) of the Unit Ownerships (by number) which are subject to First Mortgages held by Eligible Mortgagees will be required for the Residential Association to do or permit to be done any of the following:

- (i) Adoption of an amendment to this Declaration which changes or adds to provisions of this Declaration relating to (A) voting rights; (B) assessments, assessment liens, or the priority of assessment liens; (C) Reserves for maintenance, repair, and replacement of Common Elements; (D) responsibility for maintenance and repairs; (E) reallocation of interests in the Common Elements (including Limited Common Elements) or rights to their use; (F) redefinition of any Unit boundaries; (G) convertibility of Units into Common Elements or Common Elements into Units; (H) insurance or fidelity bond requirements; (I) leasing of

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Units; (J) imposition of any restrictions on an Owner's right to sell or transfer his Unit;

- (ii) The abandonment or termination of the condominium;
- (iii) The partition or subdivision of a Unit;
- (iv) The abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements, (except for the granting of easements for public utilities or for other purposes consistent with the intended use of the Condominium Property and except for the encumbrance, sale or transfer of an Undivided Interest in connection with the encumbrance, sale or transfer of a Unit Ownership);
- (v) The sale of the Condominium Property;
- (vi) The removal of a portion of the Condominium Property from the provisions of the Act and this Declaration;
- (vii) The effectuation of a decision by the Residential Association to terminate professional management and assume self-management of the condominium when professional management had been required hereunder or by an Eligible Mortgagee; or
- (viii) Restoration or repair of the Condominium Property (after a hazard damage or partial condemnation) in a manner other than as specified in this Declaration or the use of hazard insurance proceeds for losses to the Condominium Property (whether to Units or to the Common Elements) for other than the repair, replacement, or reconstruction of the damaged portion of the Condominium Property.

(b) Whenever required, the consent of an Eligible Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the Eligible Mortgagee within sixty (60) days after making the request for consent by Registered or Certified Mail, Return Receipt Requested.

**9.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS:** In the event of (a) any distribution of any insurance proceeds hereunder as a result of substantial damage to, or destruction of, any part of the Condominium Property or (b) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Condominium Property, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Unit with respect to any such distribution to or with respect to such Unit; provided, that, nothing in this Section shall be construed to deny to the Residential Association the right to apply any such proceeds to repair or replace damaged portions

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of the Condominium property or to restore what remains of the Condominium Property after condemnation or taking by eminent domain of a part of the Condominium Property.

**9.04 ADMINISTRATOR APPROVALS:** Anything herein to the contrary notwithstanding, whenever this Declaration or the By-laws provide for the approval or consent of the Department of Veteran's Affairs ("VA"), such approval or consent shall not be required unless the VA (a) has issued its condominium project approval of the Condominium Property and such project approval has not terminated, (b) has issued a guarantee of the First Mortgage on at least one Unit which guarantee is then outstanding, (c) is the owner or holder of a First Mortgage on a Unit or (d) is the Owner of a Unit. Whenever required, such approval or consent shall be deemed granted unless the party seeking the consent or approval is advised to the contrary in writing within thirty (30) days of making the request for consent or approval.

## ARTICLE TEN Miscellaneous

**10.01 SEVERABILITY:** Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions and reservations, by legislation, judgment or court order shall not affect any liens, charges, rights, benefits and privileges and other provisions of this Declaration, which shall remain in full force and effect.

**10.02 NOTICES:** Any notice required to be sent to any Unit Owner under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent if (a) mailed, postage prepaid, to his or its last known address as it appears on the records of the Residential Association at the time of such mailing, (b) transmitted by facsimile or e-mail to his or its facsimile number or e-mail address as either appear on the records of the Residential Association at the time of such, or (c) when personally delivered to his or its Unit. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

**10.03 CAPTIONS/CONFLICTS:** The Article and Section headings herein are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between the statements made in the recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions contained in the body of this Declaration shall govern.

**10.04 PERPETUITIES AND OTHER INVALIDITY:** If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the living lawful descendants of George W. Bush, the former President of the United States at the time of Recording of the Original Declaration.

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**10.05 TITLE HOLDING LAND TRUST:** In the event title to any Unit Ownership is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all assessments, charges or payments hereunder and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such 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.

**10.06 EXERCISE FACILITY:** The Residential Parcel shall be served by only one (1) exercise facility that (i) contains no more than 5,000 square feet of which no more than 2,500 square feet may be used for exercise equipment, (ii) is not open to the general public, and (iii) is for the use and enjoyment only of the Owners of Units, their tenants and respective guests.

**10.07 HEADINGS AND GENDER:** The headings and captions contained in this Declaration are inserted for convenient reference only and shall not be deemed to construe or limit the Articles and Sections to which they apply. All personal pronouns in this Declaration shall include all other genders and the singular shall include the plural and vice versa.

**10.08 USE OF TECHNOLOGY:** The Association, Unit Owners, and other persons entitled to occupy a Unit may perform any obligation or exercise any right under any of the Association's Condominium Instruments or any provision of the Act by use of Acceptable Technological Means. A signature transmitted by Acceptable Technological Means satisfies any requirement for a signature under the Association's Condominium Instruments or any provision of the Act. Voting on, consent to, and approval of any matter under any of the Association's Condominium Instruments 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 nonelectronic form.

**10.09 WAIVER OF IMPLIED WARRANTY OF HABITABILITY AND OTHER WARRANTIES:** Illinois courts have held that every contract for the construction of a new home in Illinois carries with it a warranty that when completed, the home will be free of defects and will be fit for its intended use as a home. The courts have also held that this "Implied Warranty of Habitability" does not have to be in writing to be a part of the contract and that it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by the buyer. However, the courts have also held that a seller builder and buyer may agree in writing that the

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Implied Warranty of Habitability is not included as a part of their particular contract. Each buyer of a Unit from the original developer agreed in the purchase contract that the original developer excluded and disclaimed the Implied Warranty of Habitability and all other implied warranties, whether created judicially, statutorily or by common law, including the implied warranty of fitness for a particular purpose. Such exclusion and disclaimer shall apply to and bind any subsequent Owner of a Unit and, accordingly, no Owner of a Unit shall be able to assert a claim against the original developer for a breach of the implied Warranty of Habitability or any other implied warranty.

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## CERTIFICATION

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Directors of the Residences of Sherman Plaza Condominium Association established by the aforesaid Declaration. By our signatures below, we hereby approve of and consent to this Second Amended and Restated Declaration pursuant to Section 27(b)(1) of the Illinois Condominium Property Act. In witness, whereof we have cast our votes and signed this document in favor of this Second Amended and Restated Declaration at a duly called meeting of the Board of Directors of the Residences of Sherman Plaza Condominium Association.

*Sam [Signature]*  
\_\_\_\_\_

*Maurice Conway*  
\_\_\_\_\_

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

*Daniel Bohan*  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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**EXHIBIT A TO  
SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OWNERSHIP FOR  
THE RESIDENCES OF SHERMAN PLAZA CONDOMINIUM**

**The Residential Parcel**

Units 301 through 2503 In The Residences Of Sherman Plaza Condominium, Being A Subdivision Of Part Of The Southwest Quarter of Section 18, Township, 41 North, Range 14, East Of Third Principal Meridian As Delineated On A Plat Of Survey, Which Plat Of Survey Is Attached As Exhibit "C" To The Original Declaration Of Condominium Recorded August 25, 2006 As Document No. 0623718024 As Amended From Time To Time, In Cook County, Illinois.

Unit	Pin	Commonly known as (for informational purposes only)
301	11-18-304-045-1001	807 Davis St 301 Evanston, IL 60201
302	11-18-304-045-1002	807 Davis St 302 Evanston, IL 60201
303	11-18-304-045-1003	807 Davis St 303 Evanston, IL 60201
304	11-18-304-045-1004	807 Davis St 304 Evanston, IL 60201
305	11-18-304-045-1005	807 Davis St 305 Evanston, IL 60201
306	11-18-304-045-1006	807 Davis St 306 Evanston, IL 60201
307	11-18-304-045-1007	807 Davis St 307 Evanston, IL 60201
308	11-18-304-045-1008	807 Davis St 308 Evanston, IL 60201
309	11-18-304-045-1009	807 Davis St 309 Evanston, IL 60201
310	11-18-304-045-1010	807 Davis St 310 Evanston, IL 60201
311	11-18-304-045-1011	807 Davis St 311 Evanston, IL 60201
312	11-18-304-045-1012	807 Davis St 312 Evanston, IL 60201
313	11-18-304-045-1013	807 Davis St 313 Evanston, IL 60201
314	11-18-304-045-1014	807 Davis St 314 Evanston, IL 60201
315	11-18-304-045-1015	807 Davis St 315 Evanston, IL 60201
401	11-18-304-045-1016	807 Davis St 401 Evanston, IL 60201
402	11-18-304-045-1017	807 Davis St 402 Evanston, IL 60201
403	11-18-304-045-1018	807 Davis St 403 Evanston, IL 60201
404	11-18-304-045-1019	807 Davis St 404 Evanston, IL 60201
405	11-18-304-045-1020	807 Davis St 405 Evanston, IL 60201
406	11-18-304-045-1021	807 Davis St 406 Evanston, IL 60201
407	11-18-304-045-1022	807 Davis St 407 Evanston, IL 60201
408	11-18-304-045-1023	807 Davis St 408 Evanston, IL 60201
409	11-18-304-045-1024	807 Davis St 409 Evanston, IL 60201
410	11-18-304-045-1025	807 Davis St 410 Evanston, IL 60201
411	11-18-304-045-1026	807 Davis St 411 Evanston, IL 60201
412	11-18-304-045-1027	807 Davis St 412 Evanston, IL 60201
413	11-18-304-045-1028	807 Davis St 413 Evanston, IL 60201
414	11-18-304-045-1029	807 Davis St 414 Evanston, IL 60201

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Unit	Pin	Commonly known as (for informational purposes only)
415	11-18-304-045-1030	807 Davis St 415 Evanston, IL 60201
501	11-18-304-045-1031	807 Davis St 501 Evanston, IL 60201
502	11-18-304-045-1032	807 Davis St 502 Evanston, IL 60201
503	11-18-304-045-1033	807 Davis St 503 Evanston, IL 60201
504	11-18-304-045-1034	807 Davis St 504 Evanston, IL 60201
505	11-18-304-045-1035	807 Davis St 505 Evanston, IL 60201
506	11-18-304-045-1036	807 Davis St 506 Evanston, IL 60201
507	11-18-304-045-1037	807 Davis St 507 Evanston, IL 60201
508	11-18-304-045-1038	807 Davis St 508 Evanston, IL 60201
509	11-18-304-045-1039	807 Davis St 509 Evanston, IL 60201
510	11-18-304-045-1040	807 Davis St 510 Evanston, IL 60201
511	11-18-304-045-1041	807 Davis St 511 Evanston, IL 60201
512	11-18-304-045-1042	807 Davis St 512 Evanston, IL 60201
513	11-18-304-045-1043	807 Davis St 513 Evanston, IL 60201
514	11-18-304-045-1044	807 Davis St 514 Evanston, IL 60201
515	11-18-304-045-1045	807 Davis St 515 Evanston, IL 60201
602	11-18-304-045-1046	807 Davis St 602 Evanston, IL 60201
603	11-18-304-045-1047	807 Davis St 603 Evanston, IL 60201
604	11-18-304-045-1048	807 Davis St 604 Evanston, IL 60201
605	11-18-304-045-1049	807 Davis St 605 Evanston, IL 60201
606	11-18-304-045-1050	807 Davis St 606 Evanston, IL 60201
607	11-18-304-045-1051	807 Davis St 607 Evanston, IL 60201
608	11-18-304-045-1052	807 Davis St 608 Evanston, IL 60201
609	11-18-304-045-1053	807 Davis St 609 Evanston, IL 60201
610	11-18-304-045-1054	807 Davis St 610 Evanston, IL 60201
611	11-18-304-045-1055	807 Davis St 611 Evanston, IL 60201
614	11-18-304-045-1056	807 Davis St 614 Evanston, IL 60201
615	11-18-304-045-1057	807 Davis St 615 Evanston, IL 60201
701	11-18-304-045-1058	807 Davis St 701 Evanston, IL 60201
702	11-18-304-045-1059	807 Davis St 702 Evanston, IL 60201
703	11-18-304-045-1060	807 Davis St 703 Evanston, IL 60201
704	11-18-304-045-1061	807 Davis St 704 Evanston, IL 60201
705	11-18-304-045-1062	807 Davis St 705 Evanston, IL 60201
706	11-18-304-045-1063	807 Davis St 706 Evanston, IL 60201
707	11-18-304-045-1064	807 Davis St 707 Evanston, IL 60201
708	11-18-304-045-1065	807 Davis St 708 Evanston, IL 60201
709	11-18-304-045-1066	807 Davis St 709 Evanston, IL 60201
710	11-18-304-045-1067	807 Davis St 710 Evanston, IL 60201
711	11-18-304-045-1068	807 Davis St 711 Evanston, IL 60201
712	11-18-304-045-1069	807 Davis St 712 Evanston, IL 60201
801	11-18-304-045-1070	807 Davis St 801 Evanston, IL 60201
802	11-18-304-045-1071	807 Davis St 802 Evanston, IL 60201

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Unit	Pin	Commonly known as (for informational purposes only)
803	11-18-304-045-1072	807 Davis St 803 Evanston, IL 60201
804	11-18-304-045-1073	807 Davis St 804 Evanston, IL 60201
805	11-18-304-045-1074	807 Davis St 805 Evanston, IL 60201
806	11-18-304-045-1075	807 Davis St 806 Evanston, IL 60201
807	11-18-304-045-1076	807 Davis St 807 Evanston, IL 60201
808	11-18-304-045-1077	807 Davis St 808 Evanston, IL 60201
809	11-18-304-045-1078	807 Davis St 809 Evanston, IL 60201
810	11-18-304-045-1079	807 Davis St 810 Evanston, IL 60201
811	11-18-304-045-1080	807 Davis St 811 Evanston, IL 60201
812	11-18-304-045-1081	807 Davis St 812 Evanston, IL 60201
901	11-18-304-045-1082	807 Davis St 901 Evanston, IL 60201
902	11-18-304-045-1083	807 Davis St 902 Evanston, IL 60201
803	11-18-304-045-1084	807 Davis St 803 Evanston, IL 60201
904	11-18-304-045-1085	807 Davis St 904 Evanston, IL 60201
905	11-18-304-045-1086	807 Davis St 905 Evanston, IL 60201
906	11-18-304-045-1087	807 Davis St 906 Evanston, IL 60201
907	11-18-304-045-1088	807 Davis St 907 Evanston, IL 60201
908	11-18-304-045-1089	807 Davis St 908 Evanston, IL 60201
909	11-18-304-045-1090	807 Davis St 909 Evanston, IL 60201
910	11-18-304-045-1091	807 Davis St 910 Evanston, IL 60201
911	11-18-304-045-1092	807 Davis St 911 Evanston, IL 60201
912	11-18-304-045-1093	807 Davis St 912 Evanston, IL 60201
1001	11-18-304-045-1094	807 Davis St 1001 Evanston, IL 60201
1002	11-18-304-045-1095	807 Davis St 1002 Evanston, IL 60201
1003	11-18-304-045-1096	807 Davis St 1003 Evanston, IL 60201
1004	11-18-304-045-1097	807 Davis St 1004 Evanston, IL 60201
1005	11-18-304-045-1098	807 Davis St 1005 Evanston, IL 60201
1006	11-18-304-045-1099	807 Davis St 1006 Evanston, IL 60201
1007	11-18-304-045-1100	807 Davis St 1007 Evanston, IL 60201
1008	11-18-304-045-1101	807 Davis St 1008 Evanston, IL 60201
1009	11-18-304-045-1102	807 Davis St 1009 Evanston, IL 60201
1010	11-18-304-045-1103	807 Davis St 1010 Evanston, IL 60201
1011	11-18-304-045-1104	807 Davis St 1011 Evanston, IL 60201
1012	11-18-304-045-1105	807 Davis St 1012 Evanston, IL 60201
1101	11-18-304-045-1106	807 Davis St 1101 Evanston, IL 60201
1102	11-18-304-045-1107	807 Davis St 1102 Evanston, IL 60201
1103	11-18-304-045-1108	807 Davis St 1103 Evanston, IL 60201
1104	11-18-304-045-1109	807 Davis St 1104 Evanston, IL 60201
1105	11-18-304-045-1110	807 Davis St 1105 Evanston, IL 60201
1106	11-18-304-045-1111	807 Davis St 1106 Evanston, IL 60201
1107	11-18-304-045-1112	807 Davis St 1107 Evanston, IL 60201
1108	11-18-304-045-1113	807 Davis St 1108 Evanston, IL 60201

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Unit	Pin	Commonly known as (for informational purposes only)
1109	11-18-304-045-1114	807 Davis St 1109 Evanston, IL 60201
1110	11-18-304-045-1115	807 Davis St 1110 Evanston, IL 60201
1111	11-18-304-045-1116	807 Davis St 1111 Evanston, IL 60201
1112	11-18-304-045-1117	807 Davis St 1112 Evanston, IL 60201
1201	11-18-304-045-1118	807 Davis St 1201 Evanston, IL 60201
1202	11-18-304-045-1119	807 Davis St 1202 Evanston, IL 60201
1203	11-18-304-045-1120	807 Davis St 1203 Evanston, IL 60201
1204	11-18-304-045-1121	807 Davis St 1204 Evanston, IL 60201
1205	11-18-304-045-1122	807 Davis St 1205 Evanston, IL 60201
1206	11-18-304-045-1123	807 Davis St 1206 Evanston, IL 60201
1207	11-18-304-045-1124	807 Davis St 1207 Evanston, IL 60201
1208	11-18-304-045-1125	807 Davis St 1208 Evanston, IL 60201
1209	11-18-304-045-1126	807 Davis St 1209 Evanston, IL 60201
1210	11-18-304-045-1127	807 Davis St 1210 Evanston, IL 60201
1211	11-18-304-045-1128	807 Davis St 1211 Evanston, IL 60201
1212	11-18-304-045-1129	807 Davis St 1212 Evanston, IL 60201
1301	11-18-304-045-1130	807 Davis St 1301 Evanston, IL 60201
1302	11-18-304-045-1131	807 Davis St 1302 Evanston, IL 60201
1303	11-18-304-045-1132	807 Davis St 1303 Evanston, IL 60201
1304	11-18-304-045-1133	807 Davis St 1304 Evanston, IL 60201
1305	11-18-304-045-1134	807 Davis St 1305 Evanston, IL 60201
1306	11-18-304-045-1135	807 Davis St 1306 Evanston, IL 60201
1307	11-18-304-045-1136	807 Davis St 1307 Evanston, IL 60201
1308	11-18-304-045-1137	807 Davis St 1308 Evanston, IL 60201
1309	11-18-304-045-1138	807 Davis St 1309 Evanston, IL 60201
1310	11-18-304-045-1139	807 Davis St 1310 Evanston, IL 60201
1311	11-18-304-045-1140	807 Davis St 1311 Evanston, IL 60201
1312	11-18-304-045-1141	807 Davis St 1312 Evanston, IL 60201
1401	11-18-304-045-1142	807 Davis St 1401 Evanston, IL 60201
1403	11-18-304-045-1143	807 Davis St 1403 Evanston, IL 60201
1404	11-18-304-045-1144	807 Davis St 1404 Evanston, IL 60201
1405	11-18-304-045-1145	807 Davis St 1405 Evanston, IL 60201
1406	11-18-304-045-1146	807 Davis St 1406 Evanston, IL 60201
1407	11-18-304-045-1147	807 Davis St 1407 Evanston, IL 60201
1408	11-18-304-045-1148	807 Davis St 1408 Evanston, IL 60201
1409	11-18-304-045-1149	807 Davis St 1409 Evanston, IL 60201
1410	11-18-304-045-1150	807 Davis St 1410 Evanston, IL 60201
1411	11-18-304-045-1151	807 Davis St 1411 Evanston, IL 60201
1412	11-18-304-045-1152	807 Davis St 1412 Evanston, IL 60201
1501	11-18-304-045-1153	807 Davis St 1501 Evanston, IL 60201
1502	11-18-304-045-1154	807 Davis St 1502 Evanston, IL 60201
1504	11-18-304-045-1155	807 Davis St 1504 Evanston, IL 60201

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Unit	Pin	Commonly known as (for informational purposes only)
1505	11-18-304-045-1156	807 Davis St 1505 Evanston, IL 60201
1506	11-18-304-045-1157	807 Davis St 1506 Evanston, IL 60201
1507	11-18-304-045-1158	807 Davis St 1507 Evanston, IL 60201
1508	11-18-304-045-1159	807 Davis St 1508 Evanston, IL 60201
1509	11-18-304-045-1160	807 Davis St 1509 Evanston, IL 60201
1510	11-18-304-045-1161	807 Davis St 1510 Evanston, IL 60201
1511	11-18-304-045-1162	807 Davis St 1511 Evanston, IL 60201
1512	11-18-304-045-1163	807 Davis St 1512 Evanston, IL 60201
1601	11-18-304-045-1164	807 Davis St 1601 Evanston, IL 60201
1603	11-18-304-045-1165	807 Davis St 1603 Evanston, IL 60201
1604	11-18-304-045-1166	807 Davis St 1604 Evanston, IL 60201
1605	11-18-304-045-1167	807 Davis St 1605 Evanston, IL 60201
1606	11-18-304-045-1168	807 Davis St 1606 Evanston, IL 60201
1607	11-18-304-045-1169	807 Davis St 1607 Evanston, IL 60201
1608	11-18-304-045-1170	807 Davis St 1608 Evanston, IL 60201
1609	11-18-304-045-1171	807 Davis St 1609 Evanston, IL 60201
1610	11-18-304-045-1172	807 Davis St 1610 Evanston, IL 60201
1611	11-18-304-045-1173	807 Davis St 1611 Evanston, IL 60201
1612	11-18-304-045-1174	807 Davis St 1612 Evanston, IL 60201
1701	11-18-304-045-1175	807 Davis St 1701 Evanston, IL 60201
1703	11-18-304-045-1176	807 Davis St 1703 Evanston, IL 60201
1704	11-18-304-045-1177	807 Davis St 1704 Evanston, IL 60201
1707	11-18-304-045-1180	807 Davis St 1707 Evanston, IL 60201
1708	11-18-304-045-1181	807 Davis St 1708 Evanston, IL 60201
1709	11-18-304-045-1182	807 Davis St 1709 Evanston, IL 60201
1710	11-18-304-045-1183	807 Davis St 1710 Evanston, IL 60201
1711	11-18-304-045-1184	807 Davis St 1711 Evanston, IL 60201
1712	11-18-304-045-1185	807 Davis St 1712 Evanston, IL 60201
1801	11-18-304-045-1186	807 Davis St 1801 Evanston, IL 60201
1803	11-18-304-045-1187	807 Davis St 1803 Evanston, IL 60201
1804	11-18-304-045-1188	807 Davis St 1804 Evanston, IL 60201
1805	11-18-304-045-1189	807 Davis St 1805 Evanston, IL 60201
1806	11-18-304-045-1190	807 Davis St 1806 Evanston, IL 60201
1807	11-18-304-045-1191	807 Davis St 1807 Evanston, IL 60201
1808	11-18-304-045-1192	807 Davis St 1808 Evanston, IL 60201
1809	11-18-304-045-1193	807 Davis St 1809 Evanston, IL 60201
1810	11-18-304-045-1194	807 Davis St 1810 Evanston, IL 60201
1811	11-18-304-045-1195	807 Davis St 1811 Evanston, IL 60201
1812	11-18-304-045-1196	807 Davis St 1812 Evanston, IL 60201
1901	11-18-304-045-1197	807 Davis St 1901 Evanston, IL 60201
1903	11-18-304-045-1198	807 Davis St 1903 Evanston, IL 60201
1904	11-18-304-045-1199	807 Davis St 1904 Evanston, IL 60201



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Unit	Pin	Commonly known as (for informational purposes only)
1905	11-18-304-045-1200	807 Davis St 1905 Evanston, IL 60201
1906	11-18-304-045-1201	807 Davis St 1906 Evanston, IL 60201
1907	11-18-304-045-1202	807 Davis St 1907 Evanston, IL 60201
1908	11-18-304-045-1203	807 Davis St 1908 Evanston, IL 60201
1909	11-18-304-045-1204	807 Davis St 1909 Evanston, IL 60201
1910	11-18-304-045-1205	807 Davis St 1910 Evanston, IL 60201
1911	11-18-304-045-1206	807 Davis St 1911 Evanston, IL 60201
1912	11-18-304-045-1207	807 Davis St 1912 Evanston, IL 60201
2001	11-18-304-045-1208	807 Davis St 2001 Evanston, IL 60201
2003	11-18-304-045-1209	807 Davis St 2003 Evanston, IL 60201
2004	11-18-304-045-1210	807 Davis St 2004 Evanston, IL 60201
2005	11-18-304-045-1211	807 Davis St 2005 Evanston, IL 60201
2006	11-18-304-045-1212	807 Davis St 2006 Evanston, IL 60201
2007	11-18-304-045-1213	807 Davis St 2007 Evanston, IL 60201
2008	11-18-304-045-1214	807 Davis St 2008 Evanston, IL 60201
2009	11-18-304-045-1215	807 Davis St 2009 Evanston, IL 60201
2010	11-18-304-045-1216	807 Davis St 2010 Evanston, IL 60201
2011	11-18-304-045-1217	807 Davis St 2011 Evanston, IL 60201
2012	11-18-304-045-1218	807 Davis St 2012 Evanston, IL 60201
2101	11-18-304-045-1219	807 Davis St 2101 Evanston, IL 60201
2103	11-18-304-045-1220	807 Davis St 2103 Evanston, IL 60201
2104	11-18-304-045-1221	807 Davis St 2104 Evanston, IL 60201
2105	11-18-304-045-1222	807 Davis St 2105 Evanston, IL 60201
2106	11-18-304-045-1223	807 Davis St 2106 Evanston, IL 60201
2107	11-18-304-045-1224	807 Davis St 2107 Evanston, IL 60201
2108	11-18-304-045-1225	807 Davis St 2108 Evanston, IL 60201
2109	11-18-304-045-1226	807 Davis St 2109 Evanston, IL 60201
2110	11-18-304-045-1227	807 Davis St 2110 Evanston, IL 60201
2111	11-18-304-045-1228	807 Davis St 2111 Evanston, IL 60201
2112	11-18-304-045-1229	807 Davis St 2112 Evanston, IL 60201
2201	11-18-304-045-1230	807 Davis St 2201 Evanston, IL 60201
2203	11-18-304-045-1231	807 Davis St 2203 Evanston, IL 60201
2204	11-18-304-045-1232	807 Davis St 2204 Evanston, IL 60201
2205	11-18-304-045-1233	807 Davis St 2205 Evanston, IL 60201
2206	11-18-304-045-1234	807 Davis St 2206 Evanston, IL 60201
2207	11-18-304-045-1235	807 Davis St 2207 Evanston, IL 60201
2208	11-18-304-045-1236	807 Davis St 2208 Evanston, IL 60201
2209	11-18-304-045-1237	807 Davis St 2209 Evanston, IL 60201
2210	11-18-304-045-1238	807 Davis St 2210 Evanston, IL 60201
2211	11-18-304-045-1239	807 Davis St 2211 Evanston, IL 60201
2212	11-18-304-045-1240	807 Davis St 2212 Evanston, IL 60201
2301	11-18-304-045-1241	807 Davis St 2301 Evanston, IL 60201



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Unit	Pin	Commonly known as (for informational purposes only)
2302	11-18-304-045-1242	807 Davis St 2302 Evanston, IL 60201
2303	11-18-304-045-1243	807 Davis St 2303 Evanston, IL 60201
2304	11-18-304-045-1244	807 Davis St 2304 Evanston, IL 60201
2305	11-18-304-045-1245	807 Davis St 2305 Evanston, IL 60201
2401	11-18-304-045-1246	807 Davis St 2401 Evanston, IL 60201
2402	11-18-304-045-1247	807 Davis St 2402 Evanston, IL 60201
2403	11-18-304-045-1248	807 Davis St 2403 Evanston, IL 60201
2404	11-18-304-045-1249	807 Davis St 2404 Evanston, IL 60201
2501	11-18-304-045-1250	807 Davis St 2501 Evanston, IL 60201
2502	11-18-304-045-1251	807 Davis St 2502 Evanston, IL 60201
2503	11-18-304-045-1252	807 Davis St 2503 Evanston, IL 60201
1705	11-18-304-045-1253	807 Davis St 1705 Evanston, IL 60201

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## EXHIBIT B TO THE SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE RESIDENCES OF SHERMAN PLAZA CONDOMINIUM

### Undivided Interests

UNIT	STORAGE AREA	PARKING SPACE	UNDIVIDED INTEREST
301	3-57	944	0.428%
302	3-16	942	0.347%
303	3-20	940	0.368%
304	3-22	938	0.368%
305	3-18	936	0.243%
306	3-24	933	0.504%
307	3-26	911	0.376%
308	2-8	1016, 1033	0.549%
309	3-60	1028, 1030	0.399%
310	3-33	1019	0.434%
311	3-30	1036	0.265%
312	3-28	504	0.368%
313	3-34	1034	0.358%
314	3-31	1022	0.228%
315	3-59	1001, 1035	0.393%
401	4-26	934	0.428%
402	4-24	932	0.347%
403	4-22	612	0.368%
404	4-20	1042	0.368%
405	4-18	926	0.243%
406	4-17	513	0.504%
407	4-43	HCP 540	0.376%
408	4-15	1045	0.549%
409	4-13	1017	0.482%
410	4-19	1039	0.434%
411	4-21	1013	0.265%
412	4-23	836	0.368%
413	4-25	1015	0.358%
414	4-30	1024	0.228%
415	3-58	1029	0.395%
501	5-26	924	0.428%
502	5-27	922	0.347%
503	5-30	920	0.368%
504	5-32	918	0.368%
505	5-28	916	0.243%
506	5-47	929	0.504%
507	5-34	915	0.376%
508	5-20	1043	0.549%
509	5-36	1009, 1038	0.483%

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UNIT	STORAGE AREA	PARKING SPACE	UNDIVIDED INTEREST
510	5-38	1037	0.434%
511	5-39	1040	0.265%
512	5-46	509	0.368%
513	5-41	1044	0.358%
514	5-42	1026	0.228%
515	3-29	1003, 1004	0.395%
602	6-28, 6-29	904, 905	0.530%
603	6-36	623	0.272%
604	6-40	917	0.407%
605	6-81	943, 912	0.648%
606	6-38	1025	0.458%
609	6-32, 3-21	HCP 549, 1048	0.482%
610	6-42	1041	0.434%
611	6-44	1046	0.265%
612	6-46	1032	0.368%
613	6-48	928	0.358%
614	6-50	725	0.228%
615	6-52	1023	0.395%
701	6-102	907	0.263%
702	6-54	921	0.216%
703	6-56	907	0.261%
704	6-58	925	0.396%
705	6-60	931	0.445%
706	4-42	939, 941	0.523%
707	6-63	909	0.357%
708	6-64	901, 902	0.300%
709	4-31, 6-53	611	0.452%
710	6-66	903	0.264%
711	6-67	948	0.355%
712	6-68	949	0.498%
801	6-69	601	0.263%
802	6-70	824	0.216%
803	6-71	826	0.261%
804	6-74	937	0.396%
805	6-76	935	0.445%
806	4-41	HCPS 544, 550	0.511%
807	6-78	914	0.347%
808	6-80	811	0.286%
809	6-82	945	0.440%
810	6-84	946	0.253%
811	6-86	804	0.345%
812	6-88	805	0.472%
901	6-90	816	0.263%
902	6-92	818	0.216%
903	6-94	820	0.261%
904	6-96	817	0.396%

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UNIT	STORAGE AREA	PARKING SPACE	UNDIVIDED INTEREST
905	6-98	819	0.445%
906	4-40	821	0.511%
907	6-100	815	0.347%
908	6-101	610	0.286%
909	6-20	813	0.440%
910	6-21	809	0.253%
911	6-22	802	0.345%
912	6-23	803	0.472%
1001	6-24	808	0.263%
1002	6-25	807	0.216%
1003	6-26	810	0.261%
1004	6-27	505	0.396%
1005	6-31	823, 1018	0.445%
1006	4-39	825	0.511%
1007	6-33	830	0.347%
1008	6-34	814	0.285%
1009	6-35	812	0.440%
1010	6-37	832	0.253%
1011	6-39	827	0.346%
1012	6-41	930	0.472%
1101	6-43	840	0.263%
1102	6-45	842	0.216%
1103	6-47	844	0.261%
1104	6-49	606	0.396%
1105	6-51	834	0.445%
1106	4-38	806, 831	0.511%
1107	6-55	838	0.347%
1108	6-57	846	0.285%
1109	6-59, 6-61	833	0.440%
1110	6-62	848	0.254%
1111	6-72	835	0.345%
1112	6-73	1011	0.472%
1201	6-75	923	0.263%
1202	6-77	706	0.216%
1203	6-79	701	0.261%
1204	6-83	702	0.396%
1205	6-85	703	0.445%
1206	4-37	753, 754	0.511%
1207	6-89	708	0.347%
1208	3-32	710	0.285%
1209	6-93	709	0.440%
1210	6-95	712	0.254%
1211	6-97	841	0.345%
1212	5-11	603	0.472%
1301	3-38	913, HCP 551	0.303%
1302	3-39	738	0.216%

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UNIT	STORAGE AREA	PARKING SPACE	UNDIVIDED INTEREST
1303	3-40	736	0.261%
1304	4-28	705	0.396%
1305	6-11	711	0.445%
1306	4-36	721, 1020	0.512%
1307	5-49	713	0.347%
1308	3-51	714	0.285%
1309	6-3	716	0.440%
1310	4-8	718	0.253%
1311	5-59	845	0.345%
1312	5-10	829, 801	0.472%
1401	6-19	526, 528	0.518%
1403	3-42	734	0.261%
1404	4-27	732	0.396%
1405	6-12	717, 751, 752	0.445%
1406	4-32	719	0.512%
1407	5-51	720	0.347%
1408	3-27	722	0.285%
1409	6-2	724	0.440%
1410	4-9	726	0.253%
1411	5-57	728	0.345%
1412	5-14	730, 1002	0.472%
1501	3-36	723	0.518%
1503	3-44	742	0.261%
1504	6-4	616	0.396%
1505	5-16	927	0.445%
1506	4-33	HCP 548	0.511%
1507	5-50	744, 1008	0.347%
1508	3-25	746	0.285%
1509	6-1	501	0.440%
1510	5-40	608	0.254%
1511	5-55	626	0.345%
1512	5-13	602, 906	0.472%
1601	5-43	919, 1014	0.518%
1603	3-46	605	0.261%
1604	6-5	604	0.396%
1605	5-17	609	0.445%
1606	4-34	651	0.511%
1607	5-37	613	0.347%
1608	3-23	607	0.285%
1609	6-18, 6-87	843	0.440%
1610	5-48	614	0.253%
1611	5-53	525	0.345%
1612	5-1	729	0.472%
1701	3-37	947	0.518%
1703	3-48	624	0.262%
1704	6-6	839	0.396%

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UNIT	STORAGE AREA	PARKING SPACE	UNDIVIDED INTEREST
1705	5-18	621	0.956%
1707	5-35	622	0.347%
1708	3-13	620	0.285%
1709	6-17	617	0.440%
1710	5-24	618	0.253%
1711	5-52	731	0.345%
1712	5-2	715	0.472%
1801	5-44	625	0.518%
1803	3-50	1027	0.262%
1804	6-7	837, 652	0.396%
1805	5-9	648	0.445%
1806	4-10	629, 1005	0.511%
1807	5-33	628	0.347%
1808	3-12	630	0.285%
1809	3-61	632	0.440%
1810	5-23	634	0.253%
1811	5-54	636	0.346%
1812	5-3	638, 653, 654	0.472%
1901	5-25	828	0.518%
1903	3-52	727	0.261%
1904	3-56	506	0.396%
1905	5-8	HCP 538, 627	0.445%
1906	4-11	535	0.511%
1907	5-31	505	0.348%
1908	3-11	518	0.285%
1909	6-15	642	0.440%
1910	5-22	644, 1012	0.253%
1911	5-56	847	0.345%
1912	5-4	615	0.472%
2001	3-35	516	0.518%
2003	3-54	508	0.261%
2004	6-9	640	0.396%
2005	5-7	HCP 542	0.445%
2006	4-12	511	0.511%
2007	5-29	1031	0.347%
2008	3-10	512	0.285%
2009	6-14	931, 908	0.441%
2010	3-62	514	0.253%
2011	5-58	646	0.345%
2012	5-5	849, 910	0.472%
2101	3-15, 6-99	515	0.518%
2103	6-8	507	0.261%
2104	6-10	502	0.396%
2105	5-12	517	0.445%
2106	4-14, 4-29	519, 533	0.511%
2107	5-61	520	0.347%



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UNIT	STORAGE AREA	PARKING SPACE	UNDIVIDED INTEREST
2108	3-9	522	0.285%
2109	6-13	521	0.440%
2110	5-19	733	0.254%
2111	5-60	524, 1021	0.345%
2112	5-6	523	0.472%
2201	3-55, 3-14	748, 740	0.518%
2203	3-53	532	0.261%
2204	3-49	530	0.396%
2205	3-47	527	0.445%
2206	4-16	529	0.512%
2207	3-45	822	0.340%
2208	3-43	534, 1010	0.285%
2209	3-41	1049, 704	0.440%
2210	3-17	1047	0.253%
2211	3-19	531	0.338%
2212	3-7	1006, 1007	0.473%
2301	3-4, 5-15	735, 737	0.669%
2302	3-3	647, 649	0.665%
2303	3-5	539, 541	0.737%
2304	3-6	747, 749	0.730%
2305	3-2	546, 547	0.886%
2401	3-1	743, 745	0.885%
2402	4-4	635, 637	0.964%
2403	4-5	643, 645	0.724%
2404	4-6, 4-7	639, 641	0.723%
2501	4-2	535, 537	0.878%
2502	4-1	543, 545	0.897%
2503	4-3, 5-45	739, 741, 510	1.111%

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**EXHIBIT C TO  
THE SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OWNERSHIP FOR  
THE RESIDENCES OF SHERMAN PLAZA CONDOMINIUM**

**The By-Laws of  
The Residences of Sherman Plaza Condominium Association  
an Illinois not-for-profit Corporation**

**ARTICLE I  
NAME OF CORPORATION**

The name of this corporation is **THE RESIDENCES OF SHERMAN PLAZA CONDOMINIUM ASSOCIATION.**

**ARTICLE II  
PURPOSE AND POWERS**

**2.01 PURPOSES:** The purposes of this Residential Association are to act on behalf of its members collectively, as their governing body for civic functions and other purposes, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property and for the promotion of the health, safety and welfare of the members of the Residential Association, all on a not-for-profit basis. These By-Laws are attached as Exhibit C to the Second Amended and Restated Declaration of Condominium Ownership for The Residences of Sherman Plaza Condominium ("Declaration"). All terms used herein shall have the meanings set forth in the Declaration.

**2.02 POWERS:** The Residential Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois, the Act, the Declaration and these By-Laws.

**2.03 PERSONAL APPLICATION:** All present or future Owners, tenants, future tenants, and their agents and employees, and any other person that might use the facilities of the Condominium Property in any manner, shall be subject to the provisions of the Declaration and these By-Laws. The acquisition or rental of a Unit or the act of occupancy of a Unit will signify that the Declaration and these By-Laws are accepted, ratified and will be complied with.

**ARTICLE III  
OFFICES**

**3.01 REGISTERED OFFICE:** The Residential Association shall have and continuously maintain in this state a registered office and a registered agent, and may have other offices within or without the State of Illinois as the Board may from time to

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time determine.

**3.02 PRINCIPAL OFFICE:** The Residential Association's principal office shall be maintained on the Residential Parcel or at the office of the managing agent engaged by the Residential Association.

## **ARTICLE IV MEETINGS OF MEMBERS**

**4.01 VOTING RIGHTS:** The Residential Association shall have one class of membership. There shall be one individual with respect to each Unit who shall be entitled to vote at any meeting of the Owners (the "Voting Member"). If the Owner of a Unit is one individual then such individual shall be the Voting Member. Where the Record ownership of a Unit shall be in more than one individual, if only one of the multiple owners is present at a meeting of the Association, he 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. Where the Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member shall be designated by the Owner or Owners in writing to the Board, and if in the case of multiple individual Owners, no designation is given, then the Board may, at its election, recognize an individual Owner of the Unit as the Voting Member for such Unit. Any or all Owners may be present at any meeting of the Owners, but the voting rights shall be vested exclusively in the Voting Members; provided, however, that a Voting Member may vote either in person or by proxy executed in writing by the Voting Member or his duly authorized attorney-in-fact and filed with the secretary before the meeting. 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. Each Voting Member shall have a vote equal to the Undivided Interest assigned to each Unit which he represents.

**4.02 PLACE OF MEETING; QUORUM:** Meetings of the Owners shall be held on the Condominium Property or at such other place in the County in which the Condominium Property is located and convenient to the Owners as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order, as from time to time published. Voting Members holding twenty percent (20%) of the votes, represented in person or by proxy, shall constitute a quorum. The vote of a majority of the votes entitled to be cast by the Voting Members present or represented by proxy at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the Voting Members, unless a greater proportion is required by the Act, the Declaration or these By-Laws. The affirmative vote of not less than two-thirds of Unit Owners at a meeting duly called for that purpose shall be required for the following action: (a) merger or consolidation of the Residential Association; and (b) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the

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Residential Association, and (c) the purchase or sale of land or of Units on behalf of all Owners.

**4.03 ANNUAL MEETINGS:** There shall be an annual meeting of the Owners at such time and on such date designated by the Board.

**4.04 SPECIAL MEETINGS:** Special meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Voting Members or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President, a majority of the Board or by Voting Members representing at least twenty percent (20%) of the votes.

**4.05 NOTICE OF MEMBERSHIP MEETINGS:** Written notice of any membership meeting shall be mailed, sent through acceptable technological means if so consented by the Unit Owner, or personally delivered and posted conspicuously on the Condominium Property, giving Owners not less than ten (10) nor more than thirty (30) days' notice of the time, place, and purpose of the meeting.

## **ARTICLE V** **BOARD OF DIRECTORS**

**5.01 IN GENERAL:** The affairs of the Residential Association and the direction and administration of the Condominium Property shall be vested in the Board, which shall consist of five (5) persons ("Directors"). The Board shall have all of the powers granted to it under the Act, the Declaration, these By-Laws and the General Not-For-Profit Corporation Act of the State of Illinois.

**5.02 QUALIFICATION OF BOARD MEMBERS:** Each member of the Board shall be an Owner or a Voting Member, or both.

**5.03 ELECTION:** At each election for members of the Board, each Voting Member for each Unit which he represents shall be entitled to the number of votes equal to the number of Directors to be elected and cumulative voting shall not be permitted.

(a) All Directors shall be elected for a two-year term. Each Director shall serve until his term expires or is terminated or until his successor shall have been elected and qualified. A Director may succeed himself in office.

(b) The total number of votes of all Voting Members shall be 100, and each Unit Owner shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to such Unit Owner's Unit Ownership as set forth in Exhibit B attached hereto. The Association shall have one class of membership only and nothing contained in the Condominium Instruments shall permit or allow different classes of membership among the Unit Owners.

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(c) 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 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."

**5.04 ANNUAL MEETINGS:** The Board shall hold an annual meeting within ten (10) days after the annual meeting of the Owners at such place as shall be fixed by the Directors at the annual meeting of the Owners.

**5.05 REGULAR MEETINGS:** Regular meetings of the Board shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Directors, provided that not less than four such meetings shall be held during each fiscal year.

**5.06 SPECIAL MEETINGS:** Special meetings of the Board may be called by the President or by twenty-five percent (25%) of the Directors then serving.

**5.07 NOTICE OF BOARD MEETINGS:** Notice of every meeting of the Board of Directors shall be given to every Board member at least forty-eight (48) hours prior thereto, unless the Board member waives notice of the meeting. 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.

**5.08 OPEN MEETINGS:** Every meeting of the Board of Directors shall be open to any Unit Owner, except that the Board of Directors 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 Directors 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 Directors or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings of the Board of Directors or portions thereof required to be open by tape, film, or other means. The Board of

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Directors 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 Directors 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.

**5.09 QUORUM:** A majority of the Directors serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board of Directors. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Board of Directors present at a meeting at which a quorum is present.

**5.10 COMPENSATION/REIMBURSEMENT FOR EXPENSES:** No Director shall be compensated by the Residential Association for services rendered to the Residential Association, except as expressly provided in a resolution duly adopted by the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Residential Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.

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

**5.12 REMOVAL OR RESIGNATION OF DIRECTOR:** Any Director may be removed from office, with or without cause, by action of the Voting Members at any annual meeting or at a special meeting called for such purpose. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Any Director may resign at any time by submitting his written resignation to the Board of Directors. If a Director ceases to be an Owner or a Voting Member, he shall be deemed to have resigned as of the date of such cessation. The remaining members of the Board may fill a vacancy on the Board of Directors by a two-thirds (2/3) vote until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for the purpose of filling a vacancy on the Board of Directors no later than thirty (30) days



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following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting.

**5.13 POWERS AND DUTIES OF THE BOARD OF DIRECTORS:** The Board of Directors shall have all of the powers and duties granted to it or imposed upon it by the Act, the Declaration, these By-Laws, and the Illinois General Not-For-Profit Corporation Act, including, without limitation, the following powers and duties:

- (a) Subject to the provisions of Section 4.05 of the Declaration, to engage the services of a manager or managing agent to assist the Residential Association in performing and providing such services as the Residential Association is required to provide to its members under the Declaration;
- (b) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board of Directors may, in its discretion, deem necessary or proper for the effective maintenance and administration of the Residential Association;
- (c) To provide for any operation, care, upkeep, maintenance, repair, alteration, addition, improvement or replacement of the Common Elements for which the Residential Association is responsible under the Declaration and these By-Laws;
- (d) To prepare, adopt and distribute the annual budget as provided for in the Declaration;
- (e) To levy and expend assessments, and to collect assessments from the Owners as provided in the Declaration;
- (f) To pay the Common Expenses and Parking Area Expenses;
- (g) To adopt rules and regulations as provided in the Declaration;
- (h) To delegate the exercise of its power to committees appointed pursuant to Section 7.01 of these By-Laws;
- (i) To own, convey, encumber, lease, or otherwise deal with Units or other real property conveyed to or purchased by the Residential Association;
- (j) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Condominium Property;
- (k) To obtain adequate and appropriate kinds of insurance;
- (l) To have access to each Unit from time to time as may be necessary for the maintenance, repair, or replacement of any Common Elements therein or

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accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to other Unit or Units;

(m) To pay real property taxes, special assessments, 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;

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

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

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

(q) Upon authorization by a two-thirds (2/3) vote of the members of the Board of Directors or by the affirmative vote of not less than a majority of the Voting Members at a meeting duly called for such purposes, the Board of Directors, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as Common Expenses;

(r) 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;

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

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pursuant to the Act, with such service shall be effective as if each individual Unit Owner had been served individually with notice, and to distribute the notice to the Unit Owners within seven (7) days of the acceptance of the service by the Board of Directors;

(t) To borrow money and pledge the assets of the Residential Association, including the right to receive future assessments, as collateral for repayment thereof; and

(u) To adopt and amend rules and regulations (1) authorizing electronic delivery of notices and other communications required or contemplated by the 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 Act or any condominium instrument.

## ARTICLE VI OFFICERS

**6.01 OFFICERS:** The officers of the Residential Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistants to such officers as the Board of Directors may deem appropriate. All officers shall be elected at each annual meeting of the Board of Directors and shall hold office at the discretion of the Board of Directors. Officers may succeed themselves in office. The President, Secretary and Treasurer shall be Directors and all other officers may, but need not be, Directors.

**6.02 VACANCY OF OFFICE:** Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Directors in office, either with or without cause, and any vacancy in any office may be filled by the Board of Directors at any meeting thereof.

**6.03 POWERS OF OFFICERS:** The respective officers of the Residential Association shall have such powers and duties as are from time to time prescribed by the Board of Directors and as are usually vested in such officers of an Illinois Not-For-Profit Corporation including without limitation, the following:

(a) The President shall preside at all meetings of the Owners and at all meetings of the Board of Directors and shall execute amendments to the Declaration and these By-Laws, as provided for in the Act, the Declaration and these By-Laws.

(b) The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office and other duties

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assigned by the Board of Directors. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the capacity of President on an interim basis.

(c) The Secretary shall keep minutes of all meetings of the Owners and of the Board of Directors and shall have custody of the corporate seal of the Residential Association and have charge of such other books, papers and documents as the Board of Directors may prescribe, and shall be responsible for giving and receiving all notices to be given to or by the Residential Association under the Act, the Declaration or these By-Laws.

(d) The Treasurer shall be responsible for Residential Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Residential Association books of accounts kept for such purpose. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Residential Association in such depositories as may from time to time be designated by the Board of Directors.

**6.04 OFFICERS' COMPENSATION:** The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Voting Members.

## ARTICLE VII

### COMMITTEES DESIGNATED BY BOARD OF DIRECTORS

**7.01 BOARD COMMITTEES:** The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two or more Directors, which committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Residential Association; but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law.

**7.02 SPECIAL COMMITTEES:** Other committees not having and exercising the authority of the Board of Directors in the management of the Residential Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Owners and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Residential Association shall be served by such removal.

**7.03 TERM:** Each member of a committee shall continue as such until the next annual meeting of the Board of Directors and until his successor is appointed, unless the

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committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof

**7.04 CHAIRMAN:** One member of each committee shall be appointed chairman.

**7.05 VACANCIES:** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

**7.06 QUORUM:** Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

**7.07 RULES:** Each committee may adopt rules for its own government not inconsistent with the Declaration, these By-Laws or with rules adopted by the Board of Directors.

## ARTICLE VIII INSTRUMENTS, CHECKS, DEPOSITS AND FUNDS

**8.01 EXECUTION OF INSTRUMENTS:** The Board of Directors may authorize any officer or officers, agent or agents of the Residential Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument (including amendments to the Declaration or these By-Laws which must be executed by the Residential Association) in the name of and on behalf of the Residential Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board of Directors, any such contract or instrument shall be executed by the President or a Vice President and attested to by the Secretary or an Assistant Secretary of the Residential Association.

**8.02 PAYMENTS:** All checks, drafts, vouchers or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Residential Association shall be signed by such officer or officers, agent or agents of the Residential Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Residential Association.

**8.03 BANK ACCOUNTS:** All funds of the Residential Association not otherwise employed shall be deposited from time to time to the credit of the Residential Association in such banks, trust companies or other depositories as the Board of Directors shall elect.

**8.04 SPECIAL RECEIPTS:** The Board of Directors may accept on behalf of the Residential Association any contribution, gift, bequest, or devise for the general

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purposes or for any special purpose of the Residential Association.

## **ARTICLE IX FISCAL MANAGEMENT**

**9.01 FISCAL YEAR:** The fiscal year of the Residential Association shall be determined by the Board of Directors and may be changed from time to time as the Board of Directors deems advisable.

**9.02 ANNUAL STATEMENT:** Within a reasonable time after the close of each fiscal year the Board of Directors shall furnish each Owner with an itemized accounting of the Common Expenses for such fiscal year actually incurred or paid; together with an indication of which portions of the Common Expenses and Parking Area Expenses were incurred or paid for reserves, capital expenditures or repairs, or the payment of real estate taxes, and with a tabulation of the amounts collected pursuant to the budget or Annual Assessment or Parking Area Assessment budget, and showing the net excess or deficit of income over expenditures plus reserves.

**9.03 ASSESSMENT PROCEDURE:** Annual assessments and special assessments shall be made and collected as provided in Article Six of the Declaration, and the provisions of Article Six are incorporated herein by reference.

## **ARTICLE X BOOKS AND RECORDS**

**10.01** The Board of Directors of the Association shall keep and maintain the following records, or true and complete copies of these records, at the Association's principal office:

- (a) the Association's Declaration, By-Laws, and plats of survey, and all amendments of these;
- (b) the rules and regulations of the Association, if any;
- (c) the articles of incorporation of the Association and all amendments to the articles of incorporation;
- (d) minutes of all meetings of the Association and its Board of Directors for the immediately preceding seven (7) years;
- (e) all current policies of insurance of the Association;
- (f) all contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the Unit Owners have obligations or liabilities;
- (g) a current listing of the names, addresses, email addresses, telephone



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numbers, and weighted vote of all members entitled to vote;

(h) ballots and proxies related to ballots for all matters voted on by the members of the Association during the immediately preceding twelve (12) months, including but not limited to the election of members of the Board of Directors;

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

(j) any reserve study.

**10.02** Any member of the Association shall have the right to inspect, examine, and make copies of the records described in Subsections (a), (b), (c), (d), (e), (f), (i) and (j) of Section 10.01, 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 Directors or its authorized agent, stating with particularity the records sought to be examined. Failure of the Association's Board of Directors 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.

Except as otherwise provided in Section 10.05 of this Section, any member of an Association shall have the right to inspect, examine, and make copies of the records described in Subsections (g) and (h) of Section 10.01 of this Section, in person or by agent, at any reasonable time or times but only for purpose that relates to the Association, at the Association's principal office. In order to exercise this right, a member must submit a written request, to the Association's Board of Directors or its authorized agent, stating with particularity the records sought to be examined. As a condition for exercising this right, the Board of Directors 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. As used herein, "commercial purpose" means the use of any part of a record or records described in subdivisions (g) or (h) of Section 10.01, or information derived from such records, in any form for sale, resale, or solicitation or advertisement for sales or services.

The Board of Directors of the Association may impose a fine in accordance with section 18.4(1) of the Act upon any person who makes a false certification. Subject to the provisions of Section 10.05 of this Section, failure of the Association's Board of Directors 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 Directors of the Association has adopted a secret ballot election process as provided in the Act, it shall not be deemed to have denied a member's request for records described in subdivision (h) of Section 10.01 if voting ballots, without identifying unit numbers, are made available to the requesting member within ten (10) business

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days of receipt of the member's written request.

**10.03** The actual cost to the Association of retrieving and making requested records available for inspection and examination under this Article or the Act may be charged by the Association to the requesting member. If a member requests copies of records requested under this Article or the Act, the actual costs to the Association of reproducing the records may also be charged by the Association to the requesting member.

**10.04** Notwithstanding the provisions of Section 10.03, unless otherwise directed by court order, the Association need not make the following records available for inspection, examination, or copying by its members:

- (a) documents relating to appointment, employment, discipline, or dismissal of association employees;
- (b) documents relating to actions pending against or on behalf of the Association or its Board of Directors in a court or administrative tribunal;
- (c) documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or its Board of Directors in a court or administrative tribunal;
- (d) documents relating to Common Expenses or other charges owed by a member other than the requesting member; and
- (e) documents provided to the Association in connection with the lease, sale, or other transfer of a Unit by a member other than the requesting member.

## ARTICLE XI SEAL

The Board of Directors may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal, Illinois".

## ARTICLE XII AMENDMENTS

These By-Laws may be amended or modified at any time, or from time to time in the same manner as provided in Section 8.01 of the Declaration; provided, that no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Declaration or the Act. No amendment to these By-Laws shall become effective until Recorded.

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## AFFIDAVIT FOR RECORDER'S LABELING OF SIGNATURES AS COPIES

I, GABRIELLA R. COMSTOCK, being duly sworn state that I am over the age of 18 years and stated the following based on my firsthand knowledge:

1. My name is Gabriella R. Comstock and I am an attorney licensed to practice law in Illinois.
2. I am an attorney with Keough & Moody, P.C. ("K&M").
3. K&M seeks to file the attached document on behalf of its client.
4. The Amendment contains legible and clear signatures that were transmitted to my office and/or client via e-mail because this document is for a condominium association. The Illinois Condominium Property Act states that voting on, consent to, and approval of any matter under any condominium instruments may be accomplished by any acceptable technological means. 765 ILCS 605/18.8(d).
5. Acceptable technological means is defined by the Illinois Condominium Property Act to include that sent by electronic mail, electronic transmission over the Internet, and any other generally available technology. 765 ILCS 605/2(z).
6. 55 ILCS 5/3-5013 provides that documents that are complete and intelligible are to be recorded and that non-original signatures can be used when the recorder is satisfied that the reproductions are as lasting and durable as handwritten or typewritten copies. 55 ILCS 5/3-5013.
7. Since the signatures on the attached document are compliant with the Illinois Condominium Property Act, and all such signatures are legible as if they were original signatures, I believe they are lasting and durable as handwritten or typewritten copies and should be accepted.
8. Based on that stated herein, I attest and swear under oath that original documents were **NOT INTENTIONALLY** destroyed or in any manner **DISPOSED OF**, they just were not collected as they are not required by the Illinois Condominium Property Act.

I swear I have personal knowledge that the foregoing oath statement contained therein is both true and accurate.

Gabriella R. Comstock  
Gabriella R. Comstock, on behalf of Keough & Moody

2-22-24  
Date

State of Illinois

County of LaSalle

This instrument was acknowledged before me on 2-22, 2024

by Joyce Penny (name of person).

Joyce Penny  
Signature of notary public

