

# UNOFFICIAL COPY

85 329 269

# 22300



## DECLARATION OF CONDOMINIUM OWNERSHIP FOR RIDGE VILLAGE CONDOMINIUMS AND OF EASEMENTS AND OTHER PROVISIONS RELATING TO THE UNCONVERTED AREA

This Declaration is made by Michigan Avenue National Bank of Chicago as Trustee under a Trust Agreement dated April 17, 1985 and known as Trust No. 4380 for convenience hereinafter referred to as "TRUSTEE".

### RECITALS:

TRUSTEE holds fee simple title to parcels of real estate which together comprise the Development Area legally described in Exhibit A hereto.

The Development Area is currently improved with a 144 unit residential rental project located at 6414-6432 Ridge Boulevard, in Chicago, Cook County, Illinois. TRUSTEE intends to convert the Development Area to condominium in phases. Initially, the condominium shall consist of that portion of the Development Area which is legally described in Exhibit B. From time to time additional portions of the Development Area may be added to the Parcel as "Added Property" by Recording Supplements to the Declaration, as more fully provided for in Article Eight. Thus as Supplements are Recorded, the Parcel will expand to include more and more portions of the Development Area.

This Declaration governs the use, occupancy, administration and maintenance of the Condominium Property for the mutual use, benefit and enjoyment thereof by the Owners. The Association shall be responsible for the administration of the Condominium Property and the maintenance, repair and replacement of the Common Elements. Each Owner shall be assessed to pay his proportionate share of the Common Expenses required to operate the condominium, all as more fully provided this Declaration.

This Declaration also contains certain provisions affecting property defined herein as Unconverted Area, including easements of access and use and provisions relating to the sharing of certain expenses relating to the Unconverted Area.

The Developer shall retain certain rights set forth in this Declaration with respect to the Condominium Property and the Association, including, without limitation, the right, prior to the Turnover Date, to appoint all members in connection with Developer's efforts to sell or lease Dwelling Units and other rights reserved in Article Eleven.

NOW THEREFORE, TRUSTEE as record title holder of the Development Area for purposes herein stated, hereby declares as follows:

### ARTICLE I Definitions

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

- 1.01 ACT: The Condominium Property Act of the State of Illinois, as amended from time to time.
- 1.02 ADMINISTRATOR: Administrator of Veterans' Affairs.
- 1.03 ASSOCIATION: The Ridge Village Condominium Association, an Illinois not-for-profit corporation, its successors and assigns.
- 1.04 BOARD: The board of directors of the Association, as constituted at any time or from time to time.
- 1.05 BUILDING: That portion of the Condominium Property which consists of a structure which contains Dwelling Units, including the structural components of such structure, the entry ways, corridors, stairways, roof, laundry room, if any, storage facilities, if any, and other portions of the structure.

BOX 333 - TH

PTN: 11-31-401-080  
11-31-401-081  
11-31-401-950

222

DB

69-95-337

PLAT WITH THIS DOCUMENT

85 329 269

# UNOFFICIAL COPY



REPRODUCTION OF THIS DOCUMENT IS PROHIBITED WITHOUT THE WRITTEN PERMISSION OF THE CLERK OF COOK COUNTY, ILLINOIS.

This Declaration is made in accordance with the provisions of the Illinois Trust and Trustees Act, 1988, and shall be deemed to be a declaration for conversion purposes as defined in Section 1-101 of the Act.

## ARTICLE I

THESE are the terms and conditions of the Declaration of Conversion of the property described in Exhibit A hereof.

The Declaration is made by the Trustee, [Name], in accordance with the provisions of the Illinois Trust and Trustees Act, 1988, and shall be deemed to be a declaration for conversion purposes as defined in Section 1-101 of the Act. The Declaration is made for the purpose of converting the property described in Exhibit A hereof into a trust for the benefit of the beneficiaries named herein.

The Declaration is made by the Trustee, [Name], in accordance with the provisions of the Illinois Trust and Trustees Act, 1988, and shall be deemed to be a declaration for conversion purposes as defined in Section 1-101 of the Act. The Declaration is made for the purpose of converting the property described in Exhibit A hereof into a trust for the benefit of the beneficiaries named herein.

The Declaration is made by the Trustee, [Name], in accordance with the provisions of the Illinois Trust and Trustees Act, 1988, and shall be deemed to be a declaration for conversion purposes as defined in Section 1-101 of the Act. The Declaration is made for the purpose of converting the property described in Exhibit A hereof into a trust for the benefit of the beneficiaries named herein.

The Declaration is made by the Trustee, [Name], in accordance with the provisions of the Illinois Trust and Trustees Act, 1988, and shall be deemed to be a declaration for conversion purposes as defined in Section 1-101 of the Act. The Declaration is made for the purpose of converting the property described in Exhibit A hereof into a trust for the benefit of the beneficiaries named herein.

IN WITNESS WHEREOF, the Trustee has hereunto set his hand and seal at the City of Chicago, Illinois, this [Date] day of [Month], 19[Year].

TRUSTEE  
[Name]

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

- 1.01. **ACT**: The Cook County Property Act of the State of Illinois, as amended from time to time.
- 1.02. **CONVERSION**: Conversion as defined in Section 1-101 of the Act.
- 1.03. **DECLARATION**: The Declaration of Conversion of the property described in Exhibit A hereof, as defined in Section 1-101 of the Act.
- 1.04. **TRUSTEE**: The person or persons named in the Declaration as converted at any time or from time to time.
- 1.05. **PROPERTY**: The real and personal property which consists of the structure described in the Declaration, including the structural components of each structure, the contents thereof, including furniture, fixtures, and other personal property, and any other personal property which is situated on the premises of the structure at the time of conversion.

11-21-1988  
11-21-1988  
11-21-1988

BOX 888-71

80  
155-2P-P2

82 258 SPD

# UNOFFICIAL COPY

1.06 BY-LAWS: The By-Laws of the Association which are attached hereto as Exhibit E; as amended from time to time.

1.07 COMMON ELEMENTS: All of the Condominium Property, except the Dwelling Units.

1.08 COMMON EXPENSES: The expenses of administration (including management and professional services), maintenance, operation, repair, replacement, and landscaping of the Common Elements; the cost of additions, alterations, or improvements to the Common Elements; the cost of insurance required or permitted to be obtained by the Board under Article Five; utility expenses for 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, water, sewer, or other necessary utility services to the Condominium Property; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners.

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

1.10 DEVELOPER: Ridge Village Development Corporation, as Illinois Corporation, its successors and assigns.

1.11 DEVELOPMENT AREA: The real Estate described as Exhibit A hereto with all improvements thereon and rights appurtenant thereto.

1.12 DWELLING UNIT: A part of the Condominium Property, including one or more rooms, designed or intended for independent residential use and having lawful access to a public way. Each Dwelling Unit shall consist of the space enclosed and bounded by the planes constituting the boundaries of such Dwelling Unit as shown on the Plat and the fixtures and improvements located wholly within such boundaries which serve such Dwelling Unit exclusively. A Dwelling 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 Dwelling Unit where such component is an integral part of such system and is not intended to serve the Dwelling Unit exclusively.

Each Dwelling Unit is identified on the Plat by a distinguishing number or other symbol. The legal description of each Dwelling 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.

1.13 FIRST MORTGAGE: A bona fide first mortgage, first trust deed or equivalent security interest covering a Unit Ownership or any Prior Mortgage covering all or any portion of the Condominium Property.

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 Dwelling Units. Without limiting the foregoing, the Limited Common Elements assigned and appurtenant to each Dwelling Unit shall include the following ("Exclusive Limited Common Elements"): (a) perimeter doors (including patio and balcony doors) and windows which serve Dwelling Unit, (b) the interior surface of perimeter walls, ceilings and floors which define the boundary planes of the Dwelling Unit, (c) any staircases entirely within the Dwelling Unit and the interior surfaces of any floors and ceilings which define floors within the Dwelling Unit, and (d) any system or component part thereof which serves the Dwelling Unit exclusively to the extent that such system or component part is located outside the boundaries of the Dwelling Unit. Any patio or balcony adjoining a Dwelling Unit shall be a Limited Common Element appurtenant to such Dwelling Unit. Each storage area assigned to a specific Dwelling Unit shall be a Limited Common Element appurtenant to such Dwelling Unit.



# UNOFFICIAL COPY

1.16 OWNER: A Record owner, whether one or more Persons, of fee simple title to any Dwelling Unit, including contract sellers, but excluding those having such interest merely as security for performance of an obligation. The TRUSTEE shall be deemed to be an Owner with respect to each Dwelling Unit owned by the TRUSTEE.

1.17 PARCEL OR CONDOMINIUM PARCEL: The real estate described in Exhibit B, as Exhibit B may be amended from time to time together with the improvements located thereon and all rights appurtenant thereto.

1.18 PARKING AREAS: The outdoor parking areas located on the Development Area shown on Exhibit F attached hereto, portions of which are assigned on a building by building basis for the exclusive use of Owners of Dwelling Units and the tenants of the Unconverted Area Owners in each of the buildings, as shown on Exhibit F.

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

1.20 PLAT: The plat of survey attached as Exhibit C hereto, and such other plats as may be made a part hereof, which sets forth the measurements, elevations, and locations of the planes which constitute the perimeter boundaries of each Dwelling Unit, a distinguishing number or symbol to identify each Dwelling Unit, and such other data as may be required by the Act.

1.21 POINTS: Points are hereby allocated to each model of residential unit which is subject to this Declaration either as part of the Condominium Property or as part of the Unconverted Area, as follows:

<u>MODEL</u>	<u>POINTS</u>
A	49,500
B	31,500
C	48,125
D	35,100
E	46,750
F	36,600
G	44,000

The Points reflect the relative values of the Models, as required under the Act. Points shall be used to determine the Undivided Interests of Dwelling Units which are part of the Condominium Property and to determine the allocation of certain expenses between the Association and the Unconverted Area Owner, as provided for in Section 6.12. A list of each Dwelling Unit or residential unit subject to this Declaration and its model designation is set forth on Exhibit G attached hereto. Exhibit G may not be amended without the consent of all Prior Mortgagees.

1.22 PRIOR MORTGAGE: A bona fide mortgage, trust deed, or equivalent security interest covering all or a portion of the Development Area, including the following:

(a) Mortgage dated April 25, 1985 and recorded April 26, 1985 as Document Number 27526870 made by Michigan Avenue National Bank as Trustee under Trust Number 4380 to Pioneer Bank and Trust Company to secure a note for \$3,325,000.00.

1.23 PRIOR MORTGAGEE: The holder of a Prior Mortgage.

1.24 PROPERTY OR CONDOMINIUM PROPERTY: All the land, property, space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including buildings, 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.

1.25 RECORD: To record with the Recorder of Deeds of Cook County, Illinois.

1.26 TRUSTEE: Michigan Avenue National Bank of Chicago as Trustee under a Trust Agreement dated April 17, 1985 and known as Trust Number 4380.



# UNOFFICIAL COPY

1.14. THE TRUSTEE SHALL BE DEEMED TO HAVE BEEN ADVISED OF THE TERMS OF THE TRUST AGREEMENT BY THE TRUSTEE.

1.15. THE TRUSTEE SHALL BE DEEMED TO HAVE BEEN ADVISED OF THE TERMS OF THE TRUST AGREEMENT BY THE TRUSTEE.

1.16. THE TRUSTEE SHALL BE DEEMED TO HAVE BEEN ADVISED OF THE TERMS OF THE TRUST AGREEMENT BY THE TRUSTEE.

1.17. THE TRUSTEE SHALL BE DEEMED TO HAVE BEEN ADVISED OF THE TERMS OF THE TRUST AGREEMENT BY THE TRUSTEE.

1.18. THE TRUSTEE SHALL BE DEEMED TO HAVE BEEN ADVISED OF THE TERMS OF THE TRUST AGREEMENT BY THE TRUSTEE.

1.19. THE TRUSTEE SHALL BE DEEMED TO HAVE BEEN ADVISED OF THE TERMS OF THE TRUST AGREEMENT BY THE TRUSTEE.

AMOUNT	DATE
44,000	1/1/82
30,000	1/1/82
48,100	1/1/82
33,100	1/1/82
48,100	1/1/82
31,300	1/1/82
40,800	1/1/82

1.20. THE TRUSTEE SHALL BE DEEMED TO HAVE BEEN ADVISED OF THE TERMS OF THE TRUST AGREEMENT BY THE TRUSTEE.

1.21. THE TRUSTEE SHALL BE DEEMED TO HAVE BEEN ADVISED OF THE TERMS OF THE TRUST AGREEMENT BY THE TRUSTEE.

1.22. THE TRUSTEE SHALL BE DEEMED TO HAVE BEEN ADVISED OF THE TERMS OF THE TRUST AGREEMENT BY THE TRUSTEE.

1.23. THE TRUSTEE SHALL BE DEEMED TO HAVE BEEN ADVISED OF THE TERMS OF THE TRUST AGREEMENT BY THE TRUSTEE.

1.24. THE TRUSTEE SHALL BE DEEMED TO HAVE BEEN ADVISED OF THE TERMS OF THE TRUST AGREEMENT BY THE TRUSTEE.

1.25. THE TRUSTEE SHALL BE DEEMED TO HAVE BEEN ADVISED OF THE TERMS OF THE TRUST AGREEMENT BY THE TRUSTEE.

1.26. THE TRUSTEE SHALL BE DEEMED TO HAVE BEEN ADVISED OF THE TERMS OF THE TRUST AGREEMENT BY THE TRUSTEE.

82 358 503

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

1.27 TURNOVER DATE: The date on which the initial meeting of the Owners must be held as required by the Act.

1.28 UNCONVERTED AREA: That portion, if any, of the Development Area which from time to time is not part of the Condominium Parcel.

1.29 UNCONVERTED AREA OWNER: The legal title holder of a portion of the Unconverted Area; provided, that if a portion of the Unconverted Area is made part of a condominium other than the condominium created by this Declaration, then the condominium association which administers such portion shall be the Unconverted Area Owner of such portion for the purposes of this Declaration.

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

1.31 UNIT OWNERSHIP: A part of the Condominium Property consisting of one Dwelling Unit, its Undivided Interest and the Limited Common Elements appurtenant to the Dwelling Unit.

1.32 VOYING 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:

(a) TRUSTEE, as the holder fee simple title to the Development Area hereby subjects the Development Area to the provisions of this Declaration. TRUSTEE, as holder of fee simple title to that portion of the Development Area which is legally described in Exhibit B hereto does hereby submit that portion of the Development Area to the provisions of the Act as part of the Condominium Property. That portion of Development Area which is not legally described in Exhibit B and, therefore, is not part of the Condominium Parcel, is defined herein as the Unconverted Area. TRUSTEE reserves and is granted the right and power from time to time to Record a Supplemental Declaration, as more fully provided for Article Eight, to submit additional portions of the Development Area to the provisions of the Act as part of the Condominium Property. Each time a portion of Development Area is added to the Act and the Condominium Property, such portion shall no longer be a part of the Unconverted Area.

(b) Except as provided in Section 2.01 (c), nothing in this Declaration shall be deemed to obligate the TRUSTEE to make any additional portions of the Development Area part of the Condominium Property. Those portions of the Development Area which are not made subject to the Act may be used for any purpose not prohibited by law. Any part or all of Unconverted Area, if any, may be made subject to the Act as part of a condominium other than the condominium created under this Declaration and, in such case, any such real estate shall continue to be deemed to be Unconverted Area hereunder.

(c) Notwithstanding the above provisions, TRUSTEE shall make subject to the Act as part of the Condominium Property the portion of the Development Area legally described on Exhibit H attached hereto within Thirty (30) days of the first to occur of the (i) Turnover Date or (ii) the expiration of six (6) years from the date of the initial recording of 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 Condominium, Property or the Unconverted Area, and their respective heirs, successors, personal representatives or assigns. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved, or declared by this Declaration, as fully and completely as though they were set forth in their entirety in any such document.

# UNOFFICIAL COPY

1.17. THE DEVELOPER shall be responsible for the preparation of the Declaration and shall be bound by the provisions of the Act and the Regulations thereunder.

1.18. THE DEVELOPER shall be responsible for the preparation of the Declaration and shall be bound by the provisions of the Act and the Regulations thereunder.

1.19. THE DEVELOPER shall be responsible for the preparation of the Declaration and shall be bound by the provisions of the Act and the Regulations thereunder.

1.20. THE DEVELOPER shall be responsible for the preparation of the Declaration and shall be bound by the provisions of the Act and the Regulations thereunder.

1.21. THE DEVELOPER shall be responsible for the preparation of the Declaration and shall be bound by the provisions of the Act and the Regulations thereunder.

1.22. THE DEVELOPER shall be responsible for the preparation of the Declaration and shall be bound by the provisions of the Act and the Regulations thereunder.

## ARTICLE IV

### SCOPE OF DECLARATION AND CERTAIN TRANSFER RIGHTS

#### 1.01. REAL ESTATE SUBJECT TO DECLARATION

1.01. THE REAL ESTATE SUBJECT TO THIS DECLARATION shall consist of all the land and improvements thereon, including but not limited to the land and improvements described in the Schedule of Land and Improvements attached hereto as Schedule A, and all other land and improvements that may be added to the Schedule of Land and Improvements from time to time by the Developer. The real estate subject to this Declaration shall be held in fee simple and shall be subject to the provisions of the Act and the Regulations thereunder.

1.02. THE REAL ESTATE SUBJECT TO THIS DECLARATION shall consist of all the land and improvements thereon, including but not limited to the land and improvements described in the Schedule of Land and Improvements attached hereto as Schedule A, and all other land and improvements that may be added to the Schedule of Land and Improvements from time to time by the Developer. The real estate subject to this Declaration shall be held in fee simple and shall be subject to the provisions of the Act and the Regulations thereunder.

1.03. THE REAL ESTATE SUBJECT TO THIS DECLARATION shall consist of all the land and improvements thereon, including but not limited to the land and improvements described in the Schedule of Land and Improvements attached hereto as Schedule A, and all other land and improvements that may be added to the Schedule of Land and Improvements from time to time by the Developer. The real estate subject to this Declaration shall be held in fee simple and shall be subject to the provisions of the Act and the Regulations thereunder.

1.04. THE REAL ESTATE SUBJECT TO THIS DECLARATION shall consist of all the land and improvements thereon, including but not limited to the land and improvements described in the Schedule of Land and Improvements attached hereto as Schedule A, and all other land and improvements that may be added to the Schedule of Land and Improvements from time to time by the Developer. The real estate subject to this Declaration shall be held in fee simple and shall be subject to the provisions of the Act and the Regulations thereunder.

DE 350 SP8



2.03 ENCROACHMENTS: In the event that, by any 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 Dwelling Unit, (ii) any part of any Dwelling Unit encroaches or shall hereafter encroach upon any part of any other Dwelling Unit or the Common Elements, or (iii) any part of a Dwelling Unit or Common Elements encroaches or shall hereafter encroach upon any part of the Unconverted Area, 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 Dwelling Unit and there shall be deemed to be an easement in favor of any Owner for the exclusive use of any part of his Dwelling Unit which shall encroach upon the Common Elements or any other Dwelling Unit or the Unconverted Area which easement shall exist so long as the encroachment giving rise to it exists; 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 RIGHTS TO USE THE UNCONVERTED AREA: In addition to the easements granted in Section 2.08, each person at any time having an interest or estate in the Condominium Property or the Unconverted Area shall have the right to use and enjoy all walkways, landscapable areas and driveways, and Parking Areas subject to the provisions of Section 2.14, which are now or hereafter located on the Unconverted Area, subject to reasonable rules and regulations adopted by any of the Unconverted Area Owners from time to time. If any of the Unconverted Area Owners adopt such rules, it shall furnish copies thereof to the Board.

2.05 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 Dwelling Unit's corresponding percentage of ownership in the Common Elements (Undivided Interest) has been determined by Developer as required under the Act and shall be set forth in Exhibit D attached hereto as Exhibit D may be amended from time to time. Exhibit D may not be changed without unanimous written approval of all Owners and the consent of all First Mortgagees and all Prior Mortgagees, except as hereinafter provided in Section 5.06 or 5.07, Article Eight, or as permitted by the Act. The Common Elements shall remain undivided and no Owner shall bring any action for partition.

2.06 OWNERS' RIGHT 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 Dwelling 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 non-exclusive use, in common with other Owners, of the Limited Common Elements which serve his Dwelling Unit and the Dwelling Units of such other Owners.

(c) The rights to use and possess the Common Elements, including the Limited Common Elements, as herein provided, shall extend to each Owner, and the agents, servants, tenants and other permitted occupants of the Dwelling Unit, 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.

2.07 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.

2.08 UTILITY AND ACCESS EASEMENTS: Each Owner of a Dwelling Unit, the TRUSTEE and the Developer shall have a non-exclusive easement for use of and access over and across driveways, walkways, landscapable areas, entranceways and stairways located from time to time on the Development Area, including, without limitation, those walkways and driveways which provide access to public ways. The Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company and all other public and private utilities serving the Parcel are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other

85 329 269



# UNOFFICIAL COPY

equipment, into and through the Condominium Property and Unconverted Area for the purpose of providing utility services to the Condominium Property and Unconverted Area.

**2.09 ADDITIONAL EASEMENTS:** In addition to the easements provided for herein, 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 Elements (except the Limited Common Elements) as the Board deems advisable or proper, including, without limitation, easements relating to installation and operation of satellite or cable television or other communication systems and/or (b) 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; provided that the consent of all of the Prior Mortgagees shall first be obtained. Without limiting the foregoing, until such time as TRUSTEE or Developer no longer holds title to a portion of the Development Area, the Board shall grant such easements as the Developer or TRUSTEE may from time to time request to construct, keep and maintain improvements upon the Common Elements or for access to or the furnishing of services to the Unconverted Area. 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 Association and duly Recorded.

**2.10 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 Dwelling 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.

**2.11 SEPERATE MORTGAGES:** Each Owner shall have the right, subject to the provisions herein, to make a seperate mortgage or encumbrance or other lien on his respective Unit Ownership. After the Recordation of this Declaration, 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 only to the extent of his Unit Ownership.

**2.12 SEPERATE REAL ESTATE TAXES:** Real estate taxes, special assessments, and any other special taxes or charges of the State of Illinois or any duly authorized subdivision or agency thereof, are to be seperately taxed to each Owner for his Unit Ownership, as provided in the Act. The Association and the Unconverted Area Owners, shall together be responsible for allocating any real estate tax bills or special assessment bills which are not issued seperately. Taxes with respect to buildings containing Dwelling Units shall be paid by the Owners as set forth herein. Taxes with respect to buildings located on the Unconverted Area shall be paid by the Unconverted Area Owner. In the event that for any year such taxes are assessed with respect to a portion of the Condominium Property other than on a Dwelling Unit by Dwelling Unit basis, then: (1) where the bill affects the Condominium Property as a whole or portions of the Common Elements and not Dwelling Units, each Owner shall pay his proportionate share thereof in accordance with his Undivided Interest; and (2) where the bill covers a Building or Buildings, each Owner of a Dwelling Unit in the Building or Buildings shall pay his proportionate share thereof in accordance with the relative Undivided Interests of all Dwelling Units in the Building or Buildings. Upon the affirmative vote of not less than a majority of the Voting Members, the Board, on behalf of all Owners, shall have the authority to seek relief for the Owners from any such taxes, special assessments or charges, and any expenses incurred in connection therewith shall be Common Expenses.

**2.13 LEASE OF DWELLING UNIT:** Any Owner shall have the right to lease all (but not less than all) of his Dwelling Unit upon such terms and conditions as the Owner may deem advisable, except that no Dwelling Unit shall be leased for transient or hotel purposes, which are hereby defined as being for a period of less than thirty (30) days or for a period of more than thirty (30) days where hotel services normally furnished by a hotel (such as room service or maid service) are furnished. Any such lease shall be in writing and shall provide that the 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. The Board may adopt such rules and regulations applicable to the leasing of Dwelling Units as it deems advisable and necessary.

# UNOFFICIAL COPY

PROPERTY OF COOK COUNTY CLERK'S OFFICE

2.10. ADDITIONAL LIMITATIONS - In addition to the limitations provided for in Article II, Section 1, the Board of Directors shall have the right to... (text is mirrored and difficult to read)

2.11. ADDITIONAL LIMITATIONS - In addition to the limitations provided for in Article II, Section 1, the Board of Directors shall have the right to... (text is mirrored and difficult to read)

2.12. ADDITIONAL LIMITATIONS - In addition to the limitations provided for in Article II, Section 1, the Board of Directors shall have the right to... (text is mirrored and difficult to read)

2.13. ADDITIONAL LIMITATIONS - In addition to the limitations provided for in Article II, Section 1, the Board of Directors shall have the right to... (text is mirrored and difficult to read)

2.14. ADDITIONAL LIMITATIONS - In addition to the limitations provided for in Article II, Section 1, the Board of Directors shall have the right to... (text is mirrored and difficult to read)

82 358 SPD



Notwithstanding anything contained herein, the provisions of this Section 2.13 and any rules or regulations adopted pursuant hereto by the Board shall not at any time apply to any Dwelling Units owned by the Developer or TRUSTEE.

2.14 PARKING AREAS: The Parking Areas located on the Development Area are designated for the exclusive use of occupants of certain buildings located on the Development Area as shown on Exhibit F attached hereto. The number of parking spaces or the location of the Parking Areas allocated to each building shall not be changed without the consent of the Association, the Unconverted Area Owners and all Prior Mortgagees. With respect to any Parking Area designated for use of occupants of a Building located on the Condominium Property, the Board shall have the right and power to adopt reasonable rules and regulations governing the use of the parking spaces located in the Parking Area as it shall deem necessary and appropriate. The Association shall be solely responsible for the costs incurred by any Unconverted Area Owner in providing alterations, additions, repair and replacements to any Parking Area which is located in the Unconverted Area designated for the use of the occupants of a Building located on the Condominium Property. The Unconverted Area Owner and the Association shall cooperate in connection with such Parking Area to ensure that the Parking Area is maintained in good repair and in a safe condition. At the request of the Board the Unconverted Area Owner shall either complete any work to the Parking Area which the Board deems necessary or appropriate or permit the Board to furnish such work. Prior to commencing any other alterations, additions, repair and replacements to such Parking Area, the Unconverted Area Owner shall advise the Board of the nature of the work and the estimated cost therefor.

## 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, decoration, maintenance, repair and replacement of the Common Elements, shall be furnished by the Board as part of the Common Expenses.

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

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

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

(b) Whenever the Board shall determine, in its discretion, that any maintenance, repair, or replacement of any Dwelling Unit or the Exclusive Limited Common Elements appurtenant thereto 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, 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 the cost thereof shall be a Common Expense. If an Owner fails or refuses to perform any such maintenance, repair, or replacement within a reasonable time after so directed by the Board pursuant to the preceding sentence, then 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.



# UNOFFICIAL COPY

...the provisions of this Chapter... and any other provisions of the laws of this State... and any other provisions of the laws of this State...

...the provisions of this Chapter... and any other provisions of the laws of this State... and any other provisions of the laws of this State...

## ARTICLE IV OF THE CONSTITUTION OF THE STATE

### SECTION 1. THE JUDICIAL BRANCH

...the provisions of this Chapter... and any other provisions of the laws of this State... and any other provisions of the laws of this State...

...the provisions of this Chapter... and any other provisions of the laws of this State... and any other provisions of the laws of this State...

### SECTION 2. THE EXECUTIVE BRANCH

...the provisions of this Chapter... and any other provisions of the laws of this State... and any other provisions of the laws of this State...

...the provisions of this Chapter... and any other provisions of the laws of this State... and any other provisions of the laws of this State...

82 358 SPD

Property of Cook County Clerk's Office

## 3.03 ADDITIONS, ALTERATIONS OR IMPROVEMENTS:

(a) The Board may authorize and charge as a Common Expense 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 make any additions, alterations or improvements to any part of the Common Elements (other than Exclusive Limited Common Elements appurtenant to his Dwelling Unit) nor make any additions, alterations or improvements to his Dwelling Unit or to the Exclusive Limited Common Elements appurtenant thereto where such work alters the structure of the Dwelling Unit or the Exclusive Limited Common Elements appurtenant thereto or increases the cost of insurance required to be carried by the Board hereunder. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay to the Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, 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), 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 of or the neglect of an Owner, a guest, tenant or other authorized occupant or invitee of such Owner, 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 such 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 Association.

3.05 USE RESTRICTIONS: Except as provided in Article Eleven, each Dwelling Unit shall be used only as a residence and for related purposes; provided, that, no Unit Owner shall be precluded with respect to his Dwelling Unit, from (i) 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.

3.06 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 shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees) incurred by reason of such lien.

3.07 USE AFFECTING INSURANCE: Nothing shall be done or kept in any Dwelling 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 Dwelling 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: Except as provided in Article Eleven, or permitted by the Board, no "For Sale", "For Rent", or any other sign of any kind or other form of solicitation or advertising sign or window display shall be maintained or permitted on the Condominium Property.

# UNOFFICIAL COPY

The Board may, in its discretion, and subject to the approval of the Board, acquire, lease, or otherwise obtain, real property, or any interest therein, for the purposes of the Common Elements. Subject to the approval of the Board, the Board may, in its discretion, lease, or otherwise obtain, real property, or any interest therein, for the purposes of the Common Elements.

(f) If the Board determines that it is in the best interests of the Association to acquire, lease, or otherwise obtain, real property, or any interest therein, for the purposes of the Common Elements, the Board may, in its discretion, acquire, lease, or otherwise obtain, real property, or any interest therein, for the purposes of the Common Elements. The Board may, in its discretion, acquire, lease, or otherwise obtain, real property, or any interest therein, for the purposes of the Common Elements. The Board may, in its discretion, acquire, lease, or otherwise obtain, real property, or any interest therein, for the purposes of the Common Elements.

(g) The Board may, in its discretion, acquire, lease, or otherwise obtain, real property, or any interest therein, for the purposes of the Common Elements. The Board may, in its discretion, acquire, lease, or otherwise obtain, real property, or any interest therein, for the purposes of the Common Elements.

(h) The Board may, in its discretion, acquire, lease, or otherwise obtain, real property, or any interest therein, for the purposes of the Common Elements. The Board may, in its discretion, acquire, lease, or otherwise obtain, real property, or any interest therein, for the purposes of the Common Elements.

(i) The Board may, in its discretion, acquire, lease, or otherwise obtain, real property, or any interest therein, for the purposes of the Common Elements. The Board may, in its discretion, acquire, lease, or otherwise obtain, real property, or any interest therein, for the purposes of the Common Elements.

10.1. The Board may, in its discretion, acquire, lease, or otherwise obtain, real property, or any interest therein, for the purposes of the Common Elements. The Board may, in its discretion, acquire, lease, or otherwise obtain, real property, or any interest therein, for the purposes of the Common Elements.

10.2. The Board may, in its discretion, acquire, lease, or otherwise obtain, real property, or any interest therein, for the purposes of the Common Elements. The Board may, in its discretion, acquire, lease, or otherwise obtain, real property, or any interest therein, for the purposes of the Common Elements.

10.3. The Board may, in its discretion, acquire, lease, or otherwise obtain, real property, or any interest therein, for the purposes of the Common Elements. The Board may, in its discretion, acquire, lease, or otherwise obtain, real property, or any interest therein, for the purposes of the Common Elements.

10.4. The Board may, in its discretion, acquire, lease, or otherwise obtain, real property, or any interest therein, for the purposes of the Common Elements. The Board may, in its discretion, acquire, lease, or otherwise obtain, real property, or any interest therein, for the purposes of the Common Elements.

10.5. The Board may, in its discretion, acquire, lease, or otherwise obtain, real property, or any interest therein, for the purposes of the Common Elements. The Board may, in its discretion, acquire, lease, or otherwise obtain, real property, or any interest therein, for the purposes of the Common Elements.

82 358 508

# UNOFFICIAL COPY

3.09 PETS: No animals of any kind including domestic or household pets, shall be raised, bred or kept in any Dwelling Unit, or on the Condominium Property, except that dogs, cats or other usual household pets may be kept in Dwelling Units subject to rules and regulations adopted by the Board, which may include, without limitation, prohibiting certain species of pets. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Board to the Owner of the Dwelling Unit containing the pet, and the decision of the Board shall be final.

3.10 STRUCTURAL IMPAIRMENT: Nothing shall be done in, on or to any part of the Condominium Property which would impair the structural integrity of any building or structure located on the Condominium Property.

3.11 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 Dwelling Units. An Owner shall not place or cause to be placed in the lobbies, vestibules, stairways and other Common Elements of a similar nature, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

3.12 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.

3.13 RULES AND REGULATIONS: 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; provided that no rule or regulation shall be effective unless and until at least ten (10) days notice thereof is given to all Owners. Without limiting the foregoing, the Board may levy a reasonable charge or liquidated damages upon Owners for violation of a rule or regulation.

## ARTICLE FOUR The Association

4.01 THE ASSOCIATION: Developer shall cause the Association to be incorporated as a not-for-profit corporation. The Association shall be the governing body for all of the Owners and for the administration and operation of the Condominium Property as provided in the Act, this Declaration and the By-Laws. All agreements and determinations lawfully made by the 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 Association. The Owner of each Dwelling Unit shall be a member of the Association. There shall be one membership per Unit Ownership. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be given written notice of the change of ownership of a Dwelling Unit within ten (10) days after 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. If the Record ownership of a Dwelling Unit shall be in more than one Person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Dwelling Unit shall be designated by such Owner or Owners in writing to the Board and if in the case of multiple individual Owners no designation is given, then the Board at its election may recognize an individual Owner of the Dwelling Unit as the Voting Member for such Dwelling Unit.

4.03 THE BOARD: From and after the Turnover Date, the Board shall consist of that number of individuals provided for in the By-Laws, each of whom shall be an Owner or a Voting Member, or both. Members of the Board of Directors shall be elected at each annual meeting of the Owners as provided in the By-Laws.







# UNOFFICIAL COPY

4.04 VOTING RIGHTS: Except as otherwise specifically required under the Act, this Declaration or the By-Laws, whenever a vote of the Owners of the Association is required, at any meeting of such Owners or otherwise, such votes shall be cast by the Voting Members or their proxies and each Voting Member shall have the number of votes equal to the Undivided Interest appurtenant to the Dwelling Unit represented by the Voting Member; provided that whenever thirty percent or fewer of the Dwelling Units, by number, possess more than fifty percent of the votes, in the aggregate, any vote requiring a certain percentage of votes shall instead require that same percentage by number of Dwelling Units.

4.05 MANAGING AGENT: The term of any management agreement shall not exceed two years and shall be terminable for cause by the 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: Neither the directors nor the officers of the Association whether elected or designated by the Developer shall be personally liable to the Owners for any mistake of judgement or for any other acts or omissions of any nature whatsoever as such directors and officers except for any gross negligence or fraud. The 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 others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the 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 judgements 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 any such director or officer may be involved by virtue of such person being or having been such 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 such 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 such director or officer.

## ARTICLE FIVE Insurance/Condemnation

5.01 FIRE INSURANCE: The Board shall have the authority to and shall obtain insurance for the Condominium Property against loss or damage by fire and such other hazards as may be required under the Act, as the Board may deem desirable, or as reasonably required by First Mortgagees, for the full insurable replacement cost of the Common Elements and the Dwelling Units. Premiums for such insurance shall be Common Expenses. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board as trustee for each of the Owners in accordance with their Undivided Interests. All such policies of insurance (i) shall contain standard mortgage clause endorsements in favor of the First Mortgagees as their respective interests may appear, (ii) shall provide that the insurance, as to the interests of the Board, shall not be invalidated by any act or neglect of any Owner, (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement thereof, such option shall not be exercisable if the Owners elect to sell the Condominium Property or remove the Condominium Property from the provisions of the Act, (iv) to the extent possible, shall provide that such policy shall not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' written notice to the First Mortgagee of each Unit Ownership, and (v) shall contain waivers of subrogation with respect to the Association, its directors, officers, employees and agents (including the managing agent), Owners, occupants of the Dwelling Unit, First Mortgagees, the TRUSTEE and the Developer or, alternatively, all such parties shall be named as additional insureds.

# UNOFFICIAL COPY

1. The Board of Directors of the Cook County Clerk's Office shall have the authority to...  
2. The Board of Directors shall have the authority to...  
3. The Board of Directors shall have the authority to...

4. The Board of Directors shall have the authority to...  
5. The Board of Directors shall have the authority to...

6. The Board of Directors shall have the authority to...  
7. The Board of Directors shall have the authority to...  
8. The Board of Directors shall have the authority to...  
9. The Board of Directors shall have the authority to...  
10. The Board of Directors shall have the authority to...  
11. The Board of Directors shall have the authority to...  
12. The Board of Directors shall have the authority to...  
13. The Board of Directors shall have the authority to...  
14. The Board of Directors shall have the authority to...  
15. The Board of Directors shall have the authority to...  
16. The Board of Directors shall have the authority to...  
17. The Board of Directors shall have the authority to...  
18. The Board of Directors shall have the authority to...  
19. The Board of Directors shall have the authority to...  
20. The Board of Directors shall have the authority to...

## ARTICLE III

21. The Board of Directors shall have the authority to...  
22. The Board of Directors shall have the authority to...  
23. The Board of Directors shall have the authority to...  
24. The Board of Directors shall have the authority to...  
25. The Board of Directors shall have the authority to...  
26. The Board of Directors shall have the authority to...  
27. The Board of Directors shall have the authority to...  
28. The Board of Directors shall have the authority to...  
29. The Board of Directors shall have the authority to...  
30. The Board of Directors shall have the authority to...  
31. The Board of Directors shall have the authority to...  
32. The Board of Directors shall have the authority to...  
33. The Board of Directors shall have the authority to...  
34. The Board of Directors shall have the authority to...  
35. The Board of Directors shall have the authority to...  
36. The Board of Directors shall have the authority to...  
37. The Board of Directors shall have the authority to...  
38. The Board of Directors shall have the authority to...  
39. The Board of Directors shall have the authority to...  
40. The Board of Directors shall have the authority to...

82 358 504

# UNOFFICIAL COPY

5.02 INSURANCE TRUSTEE/USE OF PROCEEDS: The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of \$50,000.00 in the aggregate, the Board shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Dwelling Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of a First Mortgagee or any Owner of any Dwelling Unit so destroyed. The rights of First Mortgagees under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act and this Declaration with respect to the application of insurance proceeds to the repair or reconstruction of the Dwelling Units or Common Elements. Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of a release from the Board of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

5.03 OTHER INSURANCE: The Board shall also have the authority to and shall obtain the following insurance:

(a) Insurance on the Condominium Property against all loss or damage from explosion of heating apparatus installed in, on or about said Condominium Property, in such amounts as the Board shall deem desirable.

(b) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any Owner occurring in, on or about the Condominium Property or upon, in or about the streets and passageways and other areas adjoining the Condominium Property, or upon, on or about the Parking Areas designated for the use of occupants of Buildings located on the Condominium Property, or upon, in or about those other portions of the Unconverted Area which are available for use by the Owners, in such amounts as the Board shall deem desirable (but not less than \$1,000,000 covering all claims for personal injury and or property damage arising out of a single occurrence).

(c) Such workmen's compensation insurance as may be necessary to comply with applicable laws.

(d) Employer's liability insurance in such amount as the Board shall deem desirable.

(e) Directors and Officers liability insurance.

(f) Fidelity bond indemnifying the Board, the Association, and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association, the Board or the Owners in such amount as the Board shall deem desirable.

(g) Such other insurance in such reasonable amounts as is required under the Act or the Board shall deem desirable.

Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. To the extent possible, all of such policies shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to the Association and First Mortgagees who specifically request such notice. The premiums for such insurance shall be Common Expense.

5.04 OWNER'S RESPONSIBILITY: Each Owner shall obtain his own insurance on the contents of his own Dwelling Unit, the furnishings and personal property therein, and his personal property stored elsewhere on the Condominium Property, and his personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as above provided, and the Board shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Owners. Each Owner shall promptly report, in writing to the Board, all additions, alterations or improvements to his Dwelling Unit

85 329 269

UNOFFICIAL COPY

Board of the... The Board shall also have the authority to add... (1) The Board shall have the authority to add... (2) The Board shall have the authority to add... (3) The Board shall have the authority to add...

(4) The Board shall have the authority to add... (5) The Board shall have the authority to add...

(6) The Board shall have the authority to add... (7) The Board shall have the authority to add...

(8) The Board shall have the authority to add... (9) The Board shall have the authority to add... (10) The Board shall have the authority to add...

(11) The Board shall have the authority to add... (12) The Board shall have the authority to add...

(13) The Board shall have the authority to add... (14) The Board shall have the authority to add...

(15) The Board shall have the authority to add... (16) The Board shall have the authority to add...

(17) The Board shall have the authority to add... (18) The Board shall have the authority to add...

(19) The Board shall have the authority to add... (20) The Board shall have the authority to add...

92 350 SPD



without prior request from the Board and shall reimburse the Board for any additional insurance premiums attributable thereto, and shall be responsible for any deficiency in any insurance loss recovery resulting from his failure to so notify the Board. The Board shall not be responsible for obtaining insurance on such additions, alterations or improvements unless and until such Owner shall make such report and request the Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board for such additional premiums; and upon the failure of such Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Dwelling Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

5.05 WAIVER OF SUBROGATION: Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Association, its directors and officers, the TRUSTEE, the Developer, the manager and the managing agent if any, and their respective employees and agents, for damage to the Common Elements, the Dwelling Units, or to any personal property located in the Dwelling Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

5.06 REPAIR OR RECONSTRUCTION:

(a) In the case of damage by fire or other disaster to a portion of the Condominium Property (a "Damaged Improvement") where the insurance proceeds are sufficient to repair or reconstruct the Damaged Improvement, then the proceeds shall be used to repair or reconstruct the Damaged Improvement.

(b) In the event that the insurance proceeds are insufficient to repair or reconstruct the Damaged Improvement as provided under the Act, the following procedure shall be followed:

(1) A meeting of the Owners shall be held not later than the first to occur (i) the expiration of thirty (30) days after the final adjustment of the insurance claims or (ii) the expiration of ninety (90) days after the occurrence which caused the damage.

(2) At the meeting, the Board shall present an estimate of the cost of repair or reconstruction of the Damaged Improvement, together with an estimate of the amount thereof which must be raised by way of special assessment and a proposed schedule for the collection of a special assessment to pay the excess cost.

(3) A vote shall then be taken on the question of whether or not the Damaged Improvement shall be repaired or reconstructed based on the information provided by the Board under (2) above, including the proposed special assessment. The Damaged Improvement shall be repaired or reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of Voting Members representing at least three-fourths (3/4) of the votes cast.

(4) If the Voting Members do not vote to repair or reconstruct the Damaged Improvement at the meeting provided for in (1) above, then the Board may, at its discretion, call another meeting or meetings of the Owners to reconsider the question of whether or not the Damaged Improvement shall be repaired or reconstructed. If the Voting Members do not vote to repair or reconstruct the Damaged Improvement within 180 days after the occurrence which caused the damage, then the Board may (but shall not be obligated to) in its discretion Record a notice thereof as permitted under the Act.

(5) If (i) the Voting Members do not vote to repair or reconstruct the Damaged Improvement under Subsection (4) above and (ii) the Board does not Record a notice as permitted under the Act, then the Board may, with the consent of Owners representing 75% of the Undivided Interests of the Dwelling Units and the consent of First Mortgagees representing 75% of the Dwelling Units encumbered by mortgages, amend this Declaration to withdraw some or all of the Damaged portion of the Condominium Property from the condominium as permitted under the Act. The amendment shall provide for the reallocation of Undivided Interests as provided in the Act. If a portion of the Condominium Property is withdrawn from the condominium, then the amendment shall provide that the portion of the Condominium Property which is so withdrawn shall be owned by the Owners-in-common with

05 329 269



# UNOFFICIAL COPY

...the ...

...PROPERTY OF ...

...PROPERTY OF ...

...PROPERTY OF ...

...PROPERTY OF ...

...PROPERTY OF ...

...PROPERTY OF ...

...PROPERTY OF ...

...PROPERTY OF ...

CP 359 308

each Owner's interest being determined by dividing the aggregate Undivided Interests allocated to all of the Dwelling Units (or portions thereof) in such withdrawn portions into the Undivided Interest of the Owner's Dwelling Unit (or portion thereof) in the withdrawn portion. The amendment shall also reallocate the Undivided Interests of the remaining Dwelling Units based on the procedure set forth in Section 8.02(c). The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Owner shall be made to such Owner and his First Mortgagee, as their interests may appear, on an equitable basis, determined by the Voting Members, as provided in the Act. From and after the effective date of the removal of a portion or all of a Dwelling Unit from the condominium pursuant to this subsection, the Owner of the Dwelling Unit shall only be liable for the payment of assessments based on the Undivided Interest, of any, then allocated to the Dwelling Unit.

(c) If the Damaged Improvement is repaired or reconstructed, it shall be done in a workmanlike manner and the Damaged Improvement, as repaired or reconstructed, shall be substantially similar in design and construction to the Damaged Improvement as originally constructed.

(d) If the Damaged Improvement is not repaired or reconstructed, then it shall be razed or secured and otherwise maintained in conformance with the rules or standards adopted from time to time by the Board.

## 5.07 CONDEMNATION:

(a) In the case of a taking or condemnation by competent authority of any part of the Condominium Property, the 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 made to the Association in connection with any such taking or condemnation shall be applied first to the cost of any restoration and any remaining portion of such proceeds or awards shall be 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 Association as attorney-in-fact for the purpose of representing him in any 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 Dwelling Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Declaration and the Act and the court which has jurisdiction of the action shall adjust the Undivided Interests of the remaining Dwelling 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 Association shall execute and record an instrument on behalf of the 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 which is referred to in the preceding sentence, the Owner of a Dwelling 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 Dwelling Unit in the amendment.

## ARTICLE SIX Assessments

6.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The TRUSTEE, for each Unit Ownership hereby covenants, and 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 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 becomes due.

UNOFFICIAL COPY

The Board of Directors of the Association shall have the right to elect the officers and members of the Association and to fill all vacancies in the office of any officer or member of the Association. The Board shall have the right to remove any officer or member of the Association and to fill any vacancy in the office of any officer or member of the Association.

(c) If the Board of Directors shall have the right to elect the officers and members of the Association and to fill all vacancies in the office of any officer or member of the Association, and to remove any officer or member of the Association and to fill any vacancy in the office of any officer or member of the Association.

(d) If the Board of Directors shall have the right to elect the officers and members of the Association and to fill all vacancies in the office of any officer or member of the Association, and to remove any officer or member of the Association and to fill any vacancy in the office of any officer or member of the Association.

ARTICLE III

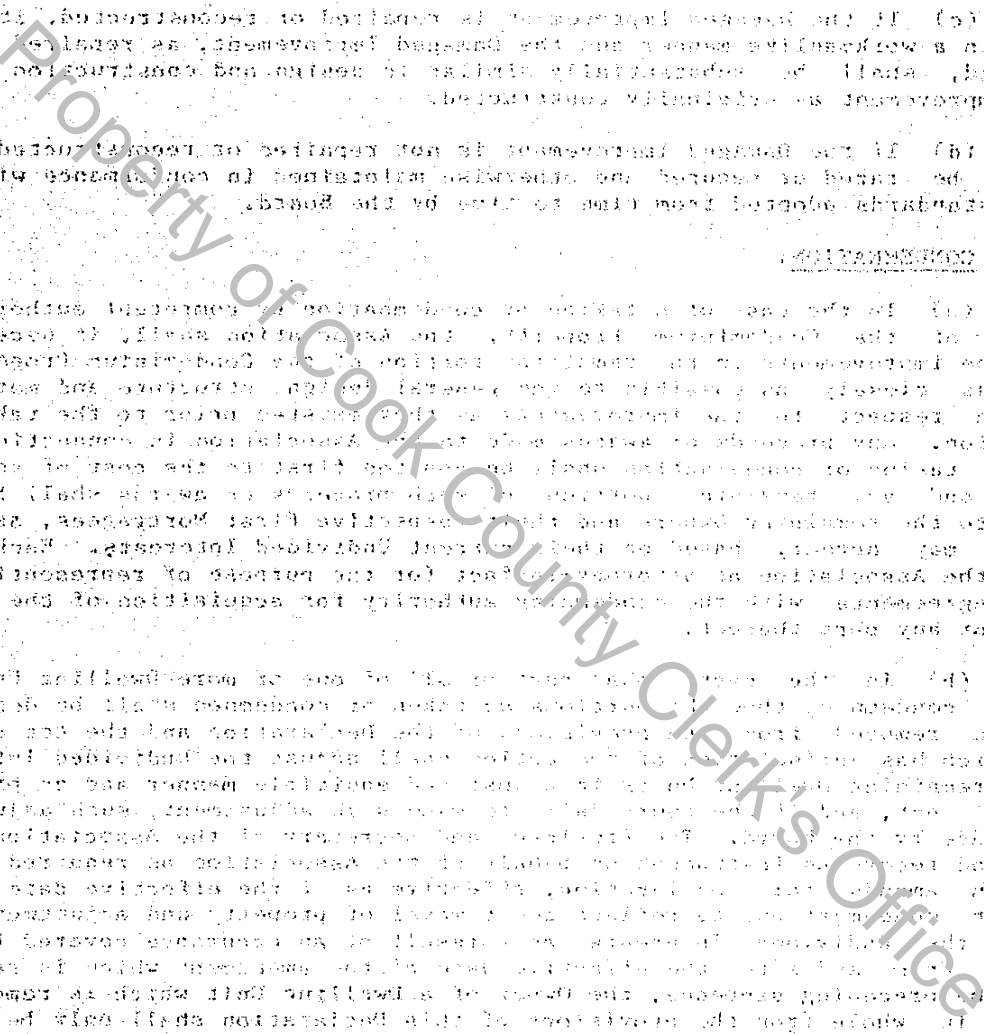
Section 1. The Association shall have the right to acquire, hold, lease, and convey real property and to incur and pay the cost of any indebtedness for the acquisition, improvement, maintenance, and operation of any real property owned or controlled by the Association. The Association shall have the right to mortgage any real property owned or controlled by the Association for the purpose of securing any indebtedness incurred by the Association.

Section 2. The Association shall have the right to borrow money from time to time and to incur and pay the cost of any indebtedness for the purpose of financing any real property owned or controlled by the Association. The Association shall have the right to mortgage any real property owned or controlled by the Association for the purpose of securing any indebtedness incurred by the Association.

ARTICLE IV

Section 1. The Association shall have the right to sue and be sued, and to enforce its rights and obligations in any court of competent jurisdiction. The Association shall have the right to settle, compromise, and adjust any claim or dispute.

BE SSA SPA



# UNOFFICIAL COPY 9

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

6.03 ANNUAL ASSESSMENT: Each year at least sixty (60) days before the end of the Association's fiscal year, and at least thirty (30) days before final adoption thereof, the Board shall furnish each Owner with a proposed budget for the ensuing calendar 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;

(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 Dwelling Unit each month until the next Annual Assessment or revised Annual Assessment becomes effective, which monthly portion shall be equal to one-twelfth (1/12th) of the Annual Assessment multiplied by the Dwelling Unit's Undivided Interest.

6.04 PAYMENT OF ANNUAL ASSESSMENT: 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, each Owner of a Dwelling Unit shall pay to the Association, or as it may direct, that portion of the Annual Assessment which is payable by such Owner.

6.05 REVISED ANNUAL ASSESSMENT: If the Annual 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: The Board may levy a special assessment (i) to pay (or build up reserves to pay) extraordinary expenses incurred (or to be incurred) by the Association for a specific purpose including, without limitation, to make additions, alterations or improvements to the Common Elements, or (ii) to cover an unanticipated deficit under the current or prior year's budget. Any special assessment, which will require the aggregate payment with respect to a Dwelling Unit of the greater of (a) \$300.00 or (b) five (5) times the most recent monthly assessment shall be subject to approval by the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast at a meeting of the Owners duly called for the purpose of approving the assessment. Each Owner shall be responsible for the payment of the amount of the special assessment multiplied by his Dwelling Unit's Undivided Interest. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the amount and reasons therefor, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the current or prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.07 CAPITAL RESERVE: The Association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Common Elements (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Elements and property owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Elements or the purchase of property to be used by the Association in connection with its duties hereunder. The Capital Reserve may be built up by special assessment or out of the Annual Assessment as provided in the budget. Each budget shall disclose that portion of the Annual

85 329 269



# UNOFFICIAL COPY

SECTION 10. The Board of Directors shall have the authority to make and alter the bylaws of the Association, and to suspend or amend any bylaw so made or altered, subject to the approval of the members of the Association.

SECTION 11. The Board of Directors shall have the authority to make and alter the rules and regulations of the Association, and to suspend or amend any rule or regulation so made or altered, subject to the approval of the members of the Association.

(a) The estimated annual budget for the Association shall be prepared by the Board of Directors and shall be presented to the members of the Association for their approval at the annual meeting.

(b) The estimated annual budget for the Association shall be prepared by the Board of Directors and shall be presented to the members of the Association for their approval at the annual meeting.

(c) The estimated annual budget for the Association shall be prepared by the Board of Directors and shall be presented to the members of the Association for their approval at the annual meeting.

(d) The estimated annual budget for the Association shall be prepared by the Board of Directors and shall be presented to the members of the Association for their approval at the annual meeting.

(e) The estimated annual budget for the Association shall be prepared by the Board of Directors and shall be presented to the members of the Association for their approval at the annual meeting.

(f) The estimated annual budget for the Association shall be prepared by the Board of Directors and shall be presented to the members of the Association for their approval at the annual meeting.

(g) The estimated annual budget for the Association shall be prepared by the Board of Directors and shall be presented to the members of the Association for their approval at the annual meeting.

(h) The estimated annual budget for the Association shall be prepared by the Board of Directors and shall be presented to the members of the Association for their approval at the annual meeting.

(i) The estimated annual budget for the Association shall be prepared by the Board of Directors and shall be presented to the members of the Association for their approval at the annual meeting.

(j) The estimated annual budget for the Association shall be prepared by the Board of Directors and shall be presented to the members of the Association for their approval at the annual meeting.

(k) The estimated annual budget for the Association shall be prepared by the Board of Directors and shall be presented to the members of the Association for their approval at the annual meeting.

(l) The estimated annual budget for the Association shall be prepared by the Board of Directors and shall be presented to the members of the Association for their approval at the annual meeting.

(m) The estimated annual budget for the Association shall be prepared by the Board of Directors and shall be presented to the members of the Association for their approval at the annual meeting.

BE 358 SP8

Property of Cook County Clerk's Office

# UNOFFICIAL COPY 6 9

Assessment which shall be added to the Capital Reserve and shall also disclose (1) which portion thereof is for capital expenditures with respect to the Common Elements and (ii) which portion thereof is for capital expenditures with respect to property owned or to be owned by the Association. Special accounts set up for portions of Capital Reserve to be used to make capital expenditures with respect to the Common Elements shall be held by the Association as agent and trustee for the Owners. Special Accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to property owned or to be owned by the Association shall be deemed to have been funded by capital contributions to the Association by the Owners.

6.08 INITIAL CAPITAL CONTRIBUTION: Upon the closing of the sale of each Dwelling Unit by the TRUSTEE to a purchaser for value, the purchasing Owner shall make a capital contribution to the Association in an amount equal to two (2) month's Annual Assessment at the rate in effect with respect to the Dwelling Unit as of the closing, which amount shall be held and used by the Association for its working capital needs.

6.09 NONPAYMENT OF ASSESSMENTS: Any Assessment or other charges or payments which an Owner is required to make or is liable for hereunder which are not 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 from the due date at the contract rate of interest then permitted in Illinois but not to exceed eighteen percent (18%) per annum, and the Board (i) may bring an acting 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 judgement rendered in such action, (ii) accelerate payment of the portion of the Annual Assessment payable by such Owner for the remainder of the fiscal year, and (iii) may enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. 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 Dwelling Unit.

6.10 ASSOCIATION'S 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 held by a First Mortgagee on the Unit Ownership where the First Mortgage was 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, 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 Dwelling 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 are 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 Dwelling Unit is permitted to remain in possession of his Dwelling Unit during the pendency of a foreclosure action with respect to the Dwelling 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 seven (7) 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. The statement shall be executed by a duly authorized officer or agent of the Association and shall be binding on the Association.

6.12 SHARING OF EXPENSES:

(a) To the extent possible and where economies of scale may be realized, the Association and the Unconverted Area Owners from time to time shall cooperate to share certain expenses in connection with the administration, operation and maintenance of the Condominium Property and the Unconverted Area. Where a service which will benefit both the Condominium Property and the Uncon

# UNOFFICIAL COPY

Association which shall be subject to the provisions of this Chapter and shall also be subject to the provisions of Chapter 111, which shall be subject to the provisions of this Chapter. The Association shall be subject to the provisions of this Chapter and shall also be subject to the provisions of Chapter 111, which shall be subject to the provisions of this Chapter. The Association shall be subject to the provisions of this Chapter and shall also be subject to the provisions of Chapter 111, which shall be subject to the provisions of this Chapter.

1.02 INITIAL VALUE. The initial value of the shares of the Association shall be determined by the Board of Directors. The initial value of the shares of the Association shall be determined by the Board of Directors. The initial value of the shares of the Association shall be determined by the Board of Directors.

1.03 EMPLOYMENT OF ASSOCIATES. An associate of the Association shall be employed by the Association for a term of not less than one year. An associate of the Association shall be employed by the Association for a term of not less than one year. An associate of the Association shall be employed by the Association for a term of not less than one year.

1.04 ASSOCIATION'S LIABILITY TO ASSOCIATES. The Association shall be liable to its associates for the payment of the shares of the Association. The Association shall be liable to its associates for the payment of the shares of the Association. The Association shall be liable to its associates for the payment of the shares of the Association.

1.05 STATEMENT OF ASSOCIATES. The Association shall be required to file a statement of its associates with the Board of Directors. The Association shall be required to file a statement of its associates with the Board of Directors. The Association shall be required to file a statement of its associates with the Board of Directors.

## ARTICLE II - MEMBERSHIP

2.01 THE ASSOCIATION SHALL BE A CORPORATION. The Association shall be a corporation organized under the laws of the State of California. The Association shall be a corporation organized under the laws of the State of California. The Association shall be a corporation organized under the laws of the State of California.

82 258 Spd

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

verted Area (including, without limitation, snow removal, landscaping, trash removal and street cleaning) is contracted for by or on behalf of the Association and the Unconverted Area Owners then, unless otherwise agreed to the contrary, the expense of providing such service shall be prorated between the Association and the Unconverted Area Owners based on the relative number of Points attributable, in the aggregate, to the units in the Unconverted Area and the Condominium Property. Without limiting the foregoing, where the managing agent for the Association is also the managing agent for Unconverted Area Owners, then, unless otherwise agreed to the contrary, expenses incurred by the managing agent for goods or services which benefit both the Condominium Property and the Unconverted Area (but which, in the opinion of the managing agent, are not capable of specific allocation) shall be prorated between the Association and the Unconverted Area Owners on the same basis as provided for in the preceding sentence. The costs and expenses related to alterations, additions, repair and replacements to any Parking Area located on the Unconverted Area designated for the use by occupants of a Building located on the Condominium Property shall be the responsibility of the Association. Except as provided in the preceding sentence with respect to Parking Areas, the sharing provisions set forth in this Section shall not apply to costs and expenses related to alterations, additions, repairs or replacements to the Condominium Property or the Unconverted Area; such costs and expenses shall be paid by the Association or the Unconverted Area Owner which is responsible for maintaining the real estate affected.

(b) If an Unconverted Area Owner ("defaulting owner") fails or refuses to pay its share of the expenses incurred as provided in (a) above, then the Association, managing agent or any other Unconverted Area Owner, jointly or severally shall have the right to pay such amount on behalf of such defaulting owner. In such a case, the party or parties who pay such amount shall have a cause of action against the defaulting owner and upon Recording notice thereof shall have a lien against the portion of the Unconverted Area owned by the defaulting Owner for the amount advanced, plus interest thereon and costs of collection; provided, that, such lien shall be subordinate to any Prior Mortgage.

(c) The share of any expenses incurred as provided in (a) above which is payable by the Association shall be part of the Common Expenses. If the Association fails or refuses to pay its share of the expenses incurred as provided in (a) above, then the managing agent or any Unconverted Area Owner, jointly or severally, shall have the right to pay the amount on behalf of the Association. In such case, the party or parties who pay such amount shall have a cause of action against the Association for the amount advanced plus interest thereon and costs of collection. If the Association fails to pay the amount due, then upon Recording notice thereof such party shall have a lien therefor against each Dwelling Unit in an amount equal to the Undivided Interest of the Dwelling Unit multiplied by the amount owed; provided that any such lien shall be subordinated to the lien of any First Mortgage on the Dwelling Unit which was Recorded prior to the date on which the notice of lien was Recorded.

(d) Except as specifically provided for in this Section, unless otherwise agreed, neither the Association nor any Unconverted Area Owner shall be liable for the share of expenses referred to in (a) above which are attributable to the others.

## ARTICLE SEVEN

### Remedies for Breach or Violation

7.01 SELF-HELP BY BOARD: In the event of a violation by an Owner of the provisions, covenants or restrictions of the Act, the 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. 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: If any Owner (either by his own conduct or by the conduct of any other occupant of his Dwelling Unit) 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 reoccur 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 Dwelling 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 Dwelling 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 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 Dwelling Unit and to immediate possession of the Dwelling 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 Dwelling Unit so purchased subject to this Declaration.

**7.04 FORCIBLE DETAINER:** In the event that an Owner is delinquent in payment of his proportionate share of the Common 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 Dwelling Unit and to maintain for the benefit of all other Owners an action for possession in the manner prescribed by "An Act in Regard to Forcible Entry and Detainer" (as may be recodified), as provided in the Act.

**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 or its agents shall have the right to bring 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 judgement 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 COSTS AND EXPENSES:** All expenses incurred by the Board in connection with the actions, proceedings or self-help 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, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same upon his Unit Ownership, as provided in Section 6.01.

**7.06 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 or Unconverted Area 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 or any portion of the Unconverted Area to enforce any lien created hereunder.

## ARTICLE EIGHT Annexing Additional Property

**8.01 IN GENERAL:** TRUSTEE and the Developer reserves and is granted the right, from time to time prior to the expiration of seven (7) years from the date of Recording of this Declaration, to submit and subject portions of the Development Area owned by it to the Act as part of the Condominium Property by Recording a supplement to this Declaration ("Supplemental Declaration"), as hereinafter provided. For the purposes of this Article, any portion of the Development Area which is submitted to the Act as part of the Condominium Property by a Supplemental Declaration shall be referred to as "Added Property" and any Dwelling Units in the Added Property shall be referred to as "Added Dwelling Units". In making Added Property subject to the Act, the following shall apply:

85 329 269



(a) Any buildings located on Added Property shall be substantially similar in design and construction to the buildings which are currently located on the Development Area.

(b) Added Property may be made part of the Condominium Property at different times; there is no limitation on the order in which Added Property may be made part of the Condominium Property; and no particular portion of the Development Area must be made part of the Condominium Property except as provided in Section 2.02 (c).

(c) The maximum number of Dwelling Units which may be made part of the Condominium Property is one hundred forty-four (144). The maximum number of Dwelling Units in each Building is thirty-nine (39).

(d) Any Added Dwelling Units which are made part of the Condominium Property pursuant to this Article Eight shall be compatible with or of substantially the same style, floor plan, size and quality as the Dwelling Units located on the Development Area as of the Recording of this Declaration.

8.02 POWER TO AMEND: In furtherance of the foregoing, the TRUSTEE and the Developer reserves and is granted the right to Record a Supplemental Declaration, at any time and from time to time prior to seven (7) years from the date of Recording of the Declaration, which amends any of Exhibits B, C, and D hereto, subject to the following limitations:

(a) Exhibit B may only be amended to add portions of the Development Area to Exhibit B;

(b) Exhibit C may only be amended so that the Plats which make up Exhibit C describe all of the Condominium Property, including the Added Property, identify every Dwelling Unit, including the Added Dwelling Units, as provided by the Act;

(c) Exhibit D may only be amended to reflect the addition of the Added Dwelling Units, to assign to each Added Dwelling to each Dwelling Unit shown on Exhibit D immediately prior to the Recording of such Supplemental Declaration. The Undivided Interest of each Dwelling Unit shall be determined by dividing the total number of Points of all Dwelling Units subject to this Declaration into the number of Points allocated to the Dwelling Unit in question. If any Added Property contains models of Dwelling Units which are not listed or mentioned above, then the Supplemental Declaration shall allocate to each different model that number of Points which reflects the relative value of the model as compared to the models listed in the Section above which defines Points, as required under the Act.

(d) The Administrator must consent to the Recording of each Supplemental Declaration.

8.03 EFFECT OF AMENDMENT: Upon the Recording of a Supplemental Declaration by the Trustee or the Developer which makes Added Property part of the Condominium Property, as provided in this Article, then:

(a) The restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Property (including Added Dwelling Units) and inure to the benefit of and be the personal obligation of the Owners of Added Dwelling Units in the same manner, to the same extent, and with the same force and effect that this Declaration applies to the Condominium Property and Owners of Dwelling Units which were initially subject to this Declaration as part of the Condominium Property;

(b) Every Person who is an Owner of an Added Dwelling Unit shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Dwelling Units;

(c) Each Owner of an Added Dwelling Unit shall pay the same monthly assessments as the Owner of an existing Dwelling Unit of the same model; provided, that, the Owner of an Added Dwelling Unit shall not be required to pay any installment of a special assessment levied to cover a deficit under a prior year's budget;

(d) The amount of the lien for assessments, charges or payments levied against an existing Unit Ownership prior to the Recording of the Supplemental Declaration shall not be affected;

85-329 269



# UNOFFICIAL COPY

(1) The Association shall be responsible for the maintenance and repair of the building and grounds which are commonly owned on the Development Site.

(2) The Association shall be responsible for the maintenance and repair of the building and grounds which are commonly owned on the Development Site.

(3) The Association shall be responsible for the maintenance and repair of the building and grounds which are commonly owned on the Development Site.

(4) The Association shall be responsible for the maintenance and repair of the building and grounds which are commonly owned on the Development Site.

(5) The Association shall be responsible for the maintenance and repair of the building and grounds which are commonly owned on the Development Site.

(6) The Association shall be responsible for the maintenance and repair of the building and grounds which are commonly owned on the Development Site.

(7) The Association shall be responsible for the maintenance and repair of the building and grounds which are commonly owned on the Development Site.

(8) The Association shall be responsible for the maintenance and repair of the building and grounds which are commonly owned on the Development Site.

(9) The Association shall be responsible for the maintenance and repair of the building and grounds which are commonly owned on the Development Site.

(10) The Association shall be responsible for the maintenance and repair of the building and grounds which are commonly owned on the Development Site.

(11) The Association shall be responsible for the maintenance and repair of the building and grounds which are commonly owned on the Development Site.

(12) The Association shall be responsible for the maintenance and repair of the building and grounds which are commonly owned on the Development Site.

(13) The Association shall be responsible for the maintenance and repair of the building and grounds which are commonly owned on the Development Site.

(14) The Association shall be responsible for the maintenance and repair of the building and grounds which are commonly owned on the Development Site.

82 358 SPD

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

(e) From and after each time a portion of the Development Area becomes part of the Condominium Property hereunder, such portion shall thereupon no longer be part of the Unconverted Area.

## ARTICLE NINE Amendments

9.01 SPECIAL AMENDMENT: Anything herein to the contrary notwithstanding, Developer and/or Trustee reserves and is granted the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit Ownerships, (iii) to bring this Declaration into compliance with the Act or (iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto; provided the written consent of all Prior Mortgagees is first obtained. In furtherance reserved and granted to the Developer and/or Trustee and the Board to vote in favor of, make, and/or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance hereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Developer and/or Trustee and the Board to vote in favor of, make execute and/or Record Special Amendments. The right of the Developer and Trustee to act pursuant to rights reserved or granted Developer no longer holds or controls title to a portion of the Development Area.

9.02 AMENDMENT BY OWNERS: Subject to the provisions of Article Eight, Section 9.01 and Article Ten, and except as otherwise provided in Sections 5.06 and 5.07 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) for Unit Ownerships representing at least 75% of the Undivided Interest or by an instrument executed by Owners of Unit Ownerships representing at least 75% of the Undivided Interests, except that (i) any provisions relating to the rights of Trustee or Developer may be amended only with the written consent of the Developer and all Prior Mortgagees, (ii) the provisions of Article Ten and the provisions relating to the rights of the Unconverted Area Owner may only be amended with the written consent of the Unconverted Area Owner and (iv) any provisions relating to the rights of Prior Mortgagees may only be amended with the written consent of all Prior Mortgagees. No amendment shall become effective until Recorded.

## ARTICLE TEN Mortgagees' Rights

10.01 NOTICE TO MORTGAGEES: Each Owner shall notify the Association of the name and address of the First Mortgagee of his Dwelling Unit or its servicing agent, if any, and shall promptly notify the Association of any change in such information. The Association shall maintain a record of such information with respect to all Dwelling Units. Each First Mortgagee or Prior Mortgagee or their respective agents shall have the right to examine the books and records of the Association at any reasonable time and to have an audited statement of the Association's operations prepared for a fiscal year at its own expense. Upon the specific written request of a First Mortgagee or Prior Mortgagee to the Board, the First Mortgagee or Prior 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 Association to the Owner of the Dwelling Unit covered by the First Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Association which are prepared for the 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 First Mortgagees or Prior Mortgagees pursuant to Section 10.02;

(e) Notice of substantial damage to or destruction of any Dwelling Unit (in excess of \$1,000) or any part of the Common Elements (in excess of \$10,000);

(f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Condominium Property;

(g) Notice of any default of the Owner of the Dwelling Unit which is subject to the First Mortgagee's mortgage, where such default is not cured by the Owner within thirty (30) days after the giving of notice by the Association to the Owner of the existence of the default.

The request of a First Mortgagee or Prior 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 Association. Failure of the Association to provide any of the foregoing to a First Mortgagee or Prior 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 Association need not inquire into the validity of any request made by a First Mortgagee or Prior Mortgagee hereunder and in the event of multiple requests from purported First Mortgagees of the same Unit Ownership, the Association shall honor the most recent request received.

## 10.02 CONSENT OF MORTGAGES.

(a) In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of First Mortgagees holding, in the aggregate, First Mortgages on at least two-thirds (2/3) of the Unit Ownerships (by number) which are subject to First Mortgages and the consent of all Prior Mortgagees will be required for the Association to do or permit to be done any of the following:

(1) Adoption of an amendment to this Declaration which (i) changes the Undivided Interests (except as permitted in Article Eight hereof), (ii) changes Section 6.10 or Article Nine, (iii) changes Article Ten or any other provision of this Declaration or the By-Laws which specifically grants rights to First Mortgagees, (iv) materially changes insurance and fidelity bond requirements, or (v) imposes a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Unit Ownership;

(2) The abandonment or termination of the condominium by withdrawing the Condominium Property from the Act;

(3) The partition or subdivision of a Dwelling Unit;

(4) 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);

(5) The sale of the Condominium Property;

(6) The removal of a portion of the Condominium Property from the provisions of the Act and this Declaration;

(7) The effectuation of a decision by the Association to terminated professional management and assume self-management of the condominium;

(8) The use of hazard insurance proceeds for lossess to the Condominium Property (whether to Dwelling Units or to the Common Elements) for other than the repair, replacement, or reconstruction of such Dwelling Units or Common Elements;

provided, that, such consent of First Mortgagees or Prior Mortgagees will not be required with respect to any action under (1) through (8) above which occurs as a result of (1) substantial damage due to fire or other casualty (including,



# UNOFFICIAL COPY

(b) Notice of any party of other which would require the consent of a majority of the members of the Board of Directors shall be given to the Board of Directors of the Corporation at least ten days before the meeting at which the same shall be considered.

(c) Notice of any party of other which would require the consent of a majority of the members of the Board of Directors shall be given to the Board of Directors of the Corporation at least ten days before the meeting at which the same shall be considered.

(d) Notice of any party of other which would require the consent of a majority of the members of the Board of Directors shall be given to the Board of Directors of the Corporation at least ten days before the meeting at which the same shall be considered.

(e) Notice of any party of other which would require the consent of a majority of the members of the Board of Directors shall be given to the Board of Directors of the Corporation at least ten days before the meeting at which the same shall be considered.

(f) Notice of any party of other which would require the consent of a majority of the members of the Board of Directors shall be given to the Board of Directors of the Corporation at least ten days before the meeting at which the same shall be considered.

## ARTICLE III - POWERS OF THE BOARD OF DIRECTORS

(1) In addition to any powers conferred by the laws of the State of Illinois, the Board of Directors shall have the following powers:

(a) To borrow money and to issue bonds or other securities for the purpose of carrying on the business of the Corporation.

(b) To acquire, hold, lease, convey, mortgage, and otherwise dispose of real and personal property.

(c) To make and alter the bylaws of the Corporation.

(d) To make and alter the articles of incorporation of the Corporation.

(e) To make and alter the certificate of incorporation of the Corporation.

(f) To make and alter the certificate of qualification of the Corporation.

(g) To make and alter the certificate of good standing of the Corporation.

(h) To make and alter the certificate of tax status of the Corporation.

(i) To make and alter the certificate of compliance of the Corporation.

02 358 508

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

without limitation, action taken pursuant to Section 5.06) (ii) a taking of a portion or all of the Condominium Property by condemnation or eminent domain (including, without limitation, action taken pursuant to Section 5.07); or (iii) any action taken pursuant to Article Eight hereof.

(b) Whenever required, the consent of a First Mortgagee or Prior Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the First Mortgagee or Prior Mortgagee within thirty (30) days after making the request for consent.

10.03 RIGHTS OF PRIOR MORTGAGEES: In addition to the other rights granted hereunder to Prior Mortgagees, in the event that any Prior Mortgagee forecloses, such Prior Mortgagee shall have the right to exercise all the rights and privileges granted the Developer under this Declaration.

10.04 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of substantial damage to, or destruction of, any part of the Condominium Property or (ii) 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 Dwelling Unit with respect to any such distribution to or with respect to such Dwelling Unit; provided, that, nothing in this Section shall be construed to deny to the Association the right to apply any such proceeds to repair or replace damaged portions 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.

10.05 ADMINISTRATOR APPROVALS: Anything herein to the contrary notwithstanding whenever this Declaration or the By-Laws provide for the approval or consent of the Administrator, such approval or consent shall not be required unless the Administrator (a) has issued its condominium project approval of the condominium and such project approval has not terminated, (b) as issued a guarantee of the First Mortgage on at least one Dwelling Unit which guarantee is then outstanding, (c) is the owner or holder of a First Mortgage on a Dwelling Unit or (d) is the Owner of a Dwelling Unit. Whenever required, the consent of the Administrator shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the Administrator within thirty (30) days after making the request for consent.

## ARTICLE ELEVEN Developer's Reserved Rights

11.01 IN GENERAL: In addition to any rights or powers reserved or granted to the Developer under the Act, this Declaration or the By-Laws, the Developer shall have the rights and powers set forth in this Article. In the event of a conflict between the provisions of this Article and any other provisions of this Declaration or the By-Laws, the provisions of this Article, Developer's rights under this Article shall terminate at such time as the Trustee or the Developer no longer has the right to Record Supplemental Declarations hereunder and no longer is vested with or controls title to a Dwelling Unit.

11.02 PROMOTION EFFORTS: Developer shall have the right, in its discretion, to maintain on the Parcel model Dwelling Units, sales and leasing offices, displays, signs and other forms of advertising and, to the extent not prohibited by law, to come upon any portion of the Condominium Property for the purpose of showing the Condominium Property to prospective purchasers or lessees of Dwelling Units, all without the payment of any fee or charge whatsoever. The Developer shall have a non-exclusive access easement over and across the roads and walkways located on the Condominium Property for ingress and egress to and from the Unconverted Area in order to exercise the rights reserved under this Article. The Developer and Trustee shall have the right and power to lease or sell a Dwelling Unit to any person it chooses upon such terms and conditions as it shall deem appropriate, in its sole discretion.

11.03 CONSTRUCTION: Developer, its agents and contractors shall have the right to come upon the Condominium Property for the purpose of making alterations or improvements to the Development Area and shall have the right to store equipment and materials used in connection with such work on the Condominium Property without payment of any fee or charge whatsoever.

# UNOFFICIAL COPY

10.07 RIGHTS OF OTHERS: In addition to the other rights granted hereunder, the County shall have the right to exercise all the rights and privileges granted the County under this Declaration.

10.08 FUTURE DEVELOPMENT: In the event of (1) any distribution of any land owned or controlled by the County, (2) any change in the ownership of any land owned or controlled by the County, or (3) any change in the use of any land owned or controlled by the County, the County shall have the right to exercise all the rights and privileges granted the County under this Declaration.

10.09 ADMINISTRATION: The County shall have the right to exercise all the rights and privileges granted the County under this Declaration.

10.10 ADMINISTRATION: The County shall have the right to exercise all the rights and privileges granted the County under this Declaration.

10.11 ADMINISTRATION: The County shall have the right to exercise all the rights and privileges granted the County under this Declaration.

## ARTICLE THREE

### Developmental Rights

11.01 IN GENERAL: The County shall have the right to exercise all the rights and privileges granted the County under this Declaration.

11.02 PROMOTION RIGHTS: The County shall have the right to exercise all the rights and privileges granted the County under this Declaration.

11.03 CONTRIBUTION: The County shall have the right to exercise all the rights and privileges granted the County under this Declaration.

DR 25A SPD

# UNOFFICIAL COPY 6 9

11.04 CONTROL OF BOARD: Until the initial meeting of the Owners (which shall occur no later than thirty (30) days after the Turnover Date) and the election of the initial Board as provided for in the By-Laws, the rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board by the Act, this Declaration or the By-Laws shall be held and performed by the Developer. The Developer may hold and perform such rights and obligations through the Board which, prior to the initial meeting, shall consist of three individuals designated by the Developer from time to time. If the initial Board of Directors is not elected by the Owners at the time so established, the Developer or Directors designated by the Developer shall continue in office for a period of thirty (30) days whereupon written notice of resignation shall be sent to all Unit Owners entitle to vote at such election. Prior to the Turnover Date, Developer may appoint from among the Owners three non-voting counselors to Board, who shall serve at the pleasure of Developer.

## ARTICLE TWELVE Miscellaneous

12.01 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 liens, charges, rights, benefits and privileges and other provisions of this Declaration which shall remain in full force and effect.

12.2 NOTICES: Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last know address of such Owner as it appears on the records of the Association at the time of such mailing, or upon personal delivery to the Owner's Dwelling Unit.

12.03 CAPTIONS/CONFLICTS: The Article and Section heading 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.

12.04 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 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 now living lawful descendants of the President of the United States as of the date of the Recording of this Declaration.

12.05 ASSIGNMENT BY DEVELOPER OR TRUSTEE: All rights which are specified in the Declaration to be rights of the Developer or Trustee are assignable or transferable. Any successor to, or assignee of, the rights of the Developer or Trustee hereunder shall hold or be entitled to exercise the rights of Developer or Trustee hereunder as fully as if named as such party herein. No party exercising rights as Developer or Trustee hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

12.06 TITLE HOLDING LAND TRUST: In the 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 Dwelling 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 his 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 liens 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 in any such trust.



# UNOFFICIAL COPY

11.01. The Board of Directors of the County of Cook, Illinois, do hereby certify that the following is a true and correct copy of the resolution of the Board of Directors of the County of Cook, Illinois, passed on the 11th day of January, 1964, and that the same is hereby published for the information of the public.

## RESOLUTION

11.01. The Board of Directors of the County of Cook, Illinois, do hereby certify that the following is a true and correct copy of the resolution of the Board of Directors of the County of Cook, Illinois, passed on the 11th day of January, 1964, and that the same is hereby published for the information of the public.

11.02. The Board of Directors of the County of Cook, Illinois, do hereby certify that the following is a true and correct copy of the resolution of the Board of Directors of the County of Cook, Illinois, passed on the 11th day of January, 1964, and that the same is hereby published for the information of the public.

11.03. The Board of Directors of the County of Cook, Illinois, do hereby certify that the following is a true and correct copy of the resolution of the Board of Directors of the County of Cook, Illinois, passed on the 11th day of January, 1964, and that the same is hereby published for the information of the public.

11.04. The Board of Directors of the County of Cook, Illinois, do hereby certify that the following is a true and correct copy of the resolution of the Board of Directors of the County of Cook, Illinois, passed on the 11th day of January, 1964, and that the same is hereby published for the information of the public.

11.05. The Board of Directors of the County of Cook, Illinois, do hereby certify that the following is a true and correct copy of the resolution of the Board of Directors of the County of Cook, Illinois, passed on the 11th day of January, 1964, and that the same is hereby published for the information of the public.

11.06. The Board of Directors of the County of Cook, Illinois, do hereby certify that the following is a true and correct copy of the resolution of the Board of Directors of the County of Cook, Illinois, passed on the 11th day of January, 1964, and that the same is hereby published for the information of the public.

82 358 SPD

# UNOFFICIAL COPY

12.07 TRUSTEE'S LIABILITY: Anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties, and agreements of said Trustee are nevertheless, each and every one of them, made and intended to be as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding said Trustee but are made and as Trustee; and that no personal liability or personal responsibility is assumed by or be enforceable against Trustee on account of this Declaration or any representation, covenant, undertaking, warranty, or agreement of the said Trustee in this Declaration personal representations as nor shall it be responsible for the existence, location or maintenance of the chattels here in described, if any.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed.

Dated: Dec. 16, 1985

Michigan Avenue National Bank of Chicago,  
not individually, but solely as Trustee, as  
aforesaid:

By *Ronald R. [Signature]*  
Assistant Vice President

ATTEST:

*Nancy Rodriguez*  
Assistant Secretary

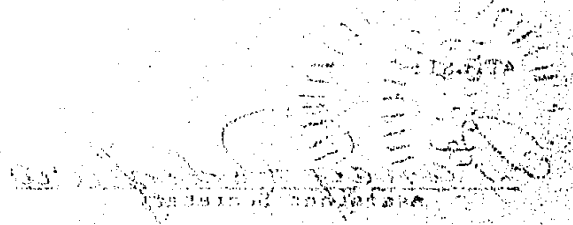
85 329 269

# UNOFFICIAL COPY

1891. The following is a list of the names of the persons who have been appointed to the office of Justice of the Peace for the year 1891. The names are listed in alphabetical order. The names of the persons who have been appointed to the office of Justice of the Peace for the year 1891 are: [illegible text]

IN WITNESS WHEREOF, the Justice has caused this instrument to be executed.

Attest my hand and the seal of the Court of Cook County, Illinois, this 1st day of [illegible month] 1891.



Property of Cook County Clerk's Office

82 352 503

UNOFFICIAL COPY 9

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK    )

I, ELEANOR DANK, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DONALD BONISTALLI, the Assistant Vice President of Michigan Avenue National Bank of Chicago, and NANCY RODIGHIERO, Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16TH day of DECEMBER, 1985

Eleanor Dank  
Notary Public

Property of Cook County Clerk's Office

85 329 269

THIS INSTRUMENT PREPARED BY:

Stephen D. Richek  
180 North LaSalle Street  
Suite 1212  
Chicago, IL 60601  
(312) 372-9444





# UNOFFICIAL COPY 9

## CONSENT OF MORTGAGE

The Pioneer Bank and Trust Company, as holder of a certain mortgage encumbering of the Development Area Recorded as Document No. 27526870 hereby consents to the Recording of this Declaration and agrees that its mortgage and note is subject to the provisions of this Declaration.

IN WITNESS WHEREOF, The Pioneer Bank and Trust Company has caused this Consent of Mortgage to be signed by its duly authorized officers on its behalf, at Chicago, Illinois, on December 13, 1985.

PIONEER BANK AND TRUST COMPANY

X By Jerry Smulik  
Vice President

ATTEST:

Laura L. Loebbaka  
Its Comm RE Officer

MARIAN ECKHARDT

I, Marian Eckhardt, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jerry Smulik and Vice President and Laura L. Loebbaka and Comm RE Officer respectively, of the Pioneer Bank and Trust Company, as such Vice Pres and Comm RE Officer appeared before me this day in person and acknowledged that they signed and delivered the said instrument as affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13 day of December, 1985.

Marian Eckhardt  
Notary Public

My Commission Expires: My Commission Expires Oct. 12, 1987

I, Arthur B. Muir, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jerry Smulik, Vice President and Laura L. Loebbaka, Commercial Real Estate Officer respectively, of Pioneer Bank and Trust Company, as such Vice President and Commercial Real Estate Officer appeared before me this day in person and acknowledged that they signed and delivered the said instrument and affix the corporate seal of said Bank to said instrument as their own and free voluntary act, and as the free and voluntary act of said Bank for the usus and purposes therein set forth.

GIVEN under my hand and Notarial seal this 13th day of December, 1985.

Arthur B. Muir  
Notary Public

My Commission Expires: Sept 12/1986

85 329 269

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS

The Board of Supervisors of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois, and that the same is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois.

IN WITNESS WHEREOF, the Board of Supervisors of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois, and that the same is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois.

RECORDED AND INDEXED

Property of Cook County Clerk's Office



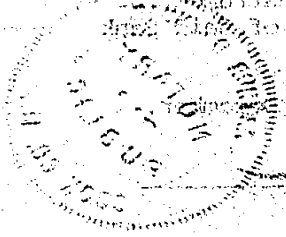
WARRANT UNDER THE GREAT SEAL OF COOK COUNTY, ILLINOIS, TO THE SHERIFF OF SAID COUNTY, TO TAKE AND RETURN TO THE CLERK OF SAID COUNTY, A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME APPEARS ON THE RECORDS OF SAID BOARD OF SUPERVISORS OF SAID COUNTY, ILLINOIS, AND THAT THE SAME IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME APPEARS ON THE RECORDS OF SAID BOARD OF SUPERVISORS OF SAID COUNTY, ILLINOIS.

Given under my hand and the seal of said County, this 15th day of January, 1900.

*[Signature]*  
County Clerk

My Commission Expires: \_\_\_\_\_

I, Attorney at Law, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois, and that the same is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois.



*[Signature]*  
County Clerk

My Commission Expires: 2/15/1900

92 358 504

# UNOFFICIAL COPY

## CERTIFICATE OF COMPLIANCE

The undersigned, being the Developer of RIDGE VILLAGE CONDOMINIUM, Chicago, Illinois, hereby certifies that she gave on June 9 and June 29, 1985, to all persons who were tenants of the building located on the Property at 6414-32 st North Ridge, Chicago, Illinois, a Notice of Intent to submit the property to the Act. This Notice provided:

1. Any tenant who was a tenant as of the date of the Notice of Intent and whose tenancy expired prior to the expiration of 120 days from the date on which Notice was given to the tenant, had a right to extend their tenancy on the same terms and conditions and for the same rental until the expiration of such 120 day period by giving of written notice to the Developer within 30 days of the date Notice was given to the tenant by the Developer.
2. All leases would be terminated upon their expiration.
3. For a period of 120 days following his receipt of Notice of Intent, any tenant who was a tenant on June 9 and June 29, 1985, was given the right to purchase his Unit on substantially the same terms and conditions as set forth in a duly executed contract to purchase the Unit, which contract was subject to the right of first refusal.

IN WITNESS WHEREOF, the undersigned, the Developer of RIDGE VILLAGE CONDOMINIUM executes this Certificate of Compliance, this 16th day of December, 1985.

RIDGE VILLAGE DEVELOPMENT CORP.  
an Illinois Corporation

By: Lori Kowalski, Vice President

ATTEST:

Julie Decker  
Julie Decker, Assistant Secretary

STATE OF ILLINOIS)

COUNTY OF COOK )

I, Mary Lynn Pross, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lori Kowalski, Vice President and Julie Decker, Assistant Secretary of RIDGE VILLAGE DEVELOPMENT CORP, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President and Assistant Secretary, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 16<sup>th</sup> day of November, 1985.

Mary Lynn Pross  
Notary Public

My Commission Expires:

May 22, 1989

85 329 269

85 329 269



# UNOFFICIAL COPY

## CERTIFICATE OF COMPLIANCE

The undersigned, being the developer of RIDGE WILLIAM DEVELOPMENT, Illinois, hereby certifies that on June 9 and June 29, 1987, to all persons who were named on the platting located on the property at 6314-32 at North Ridge, Chicago, Illinois, a notice of intent to submit the property to the Act. This notice provided:

1. Any tenant who was a tenant as of the date of the notice of intent and whose tenancy expired during the expiration of 120 days from the date on which notice was given to the tenant, had a right to extend their tenancy on the same terms and conditions and for the same period until the expiration of such 120 day period by giving of written notice to the developer within 30 days of the date notice was given to the tenant by the developer.

2. All tenants would be terminated upon their expiration.

3. For a period of 120 days following the receipt of notice of intent, any tenant who was a tenant on June 9 and June 29, 1987, was given the right to purchase his unit on substantially the same terms and conditions as set forth in a duly executed contract to purchase the unit, which contract was subject to the right of first refusal.

IN WITNESS WHEREOF, the undersigned, the developer, RIDGE WILLIAM CONDO-MINIUM executed this Certificate of Compliance, this 15th day of December, 1987.

RIDGE WILLIAM DEVELOPMENT CORP.  
an Illinois Corporation

Paul Kowalski, Vice President

ATTEST:

John Decker, Assistant Secretary

STATE OF ILLINOIS

COUNTY OF COOK

I, \_\_\_\_\_, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Paul Kowalski, Vice President and John Decker, Assistant Secretary of RIDGE WILLIAM DEVELOPMENT CORP., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and John Decker and Assistant Secretary, appeared before me this day in person and acknowledged that they signed and delivered said instrument to their two free and voluntary and of their own volition and of their own free will and without any duress, fraud, or coercion, and that the same was lawfully and validly executed for the purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

Notary Public

My Commission Expires: \_\_\_\_\_

BE 358 SPD

BE 358 SPD

# UNOFFICIAL COPY 2 6 9

EXHIBIT A TO  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
RIDGE VILLAGE CONDOMINIUMS

The Development Area

PARCEL 1:

That part of Lot 3 and that part of the North 24 feet of Lot 4 lying West of the center line of Ridge Road in the Circuit Court of Cook Partition of the South half of South half of the Southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian (except the West 302.4 feet of said Lot 4 and the West 272 feet of said Lot 3 and except that part of Lots 3 and 4 originally taken for Ridge Road and as now occupied and widened), in Cook County, Illinois.

and:

PARCEL 2:

That part of Lots 4 and 5 lying West of the center line of Ridge Road in the Circuit Court Partition of the South half of the South half of the Southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian (except from said Lot 5 the South 1 acre of that part lying West of the Center line of Ridge Road conveyed to the Catholic Bishop of Chicago by Deed recorded November 10, 1880 in Book 1032, page 534, and except the West 302.4 feet, of each of said Lots 4 and 5, also except the North 24 feet of said Lot 4, also except that part of said Lots 4 and 5 originally taken for Ridge Road and as now occupied and widened), in Cook County, Illinois.

85 329 269

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

DEPARTMENT OF CONSTITUTIONAL AFFAIRS  
STATE OF ILLINOIS

## The Government of Cook County

PARCEL 1:

This parcel of land is bounded on the north by the line of the  
center line of the street known as Cook Street at the north  
end of the block, on the east by the line of the street known  
as West 102<sup>nd</sup> Street, on the south by the line of the street  
known as West 103<sup>rd</sup> Street, and on the west by the line of the  
street known as West 104<sup>th</sup> Street. The area of this parcel is  
approximately 1/4 acre and is more or less as shown on the  
map attached hereto.

and

PARCEL 2:

This parcel of land is bounded on the north by the line of the  
center line of the street known as Cook Street at the north  
end of the block, on the east by the line of the street known  
as West 102<sup>nd</sup> Street, on the south by the line of the street  
known as West 103<sup>rd</sup> Street, and on the west by the line of the  
street known as West 104<sup>th</sup> Street. The area of this parcel is  
approximately 1/4 acre and is more or less as shown on the  
map attached hereto.

82 258 593

Property of Cook County Clerk's Office

# UNOFFICIAL COPY 9

EXHIBIT B TO  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
RIDGE VILLAGE CONDOMINIUMS

The Parcel

That part of Lots 3 and 4 described as follows: Beginning at a point 322.57 feet East of the West line of Lot 3 and 39.75 feet South of the North line of Lot 3; thence East along a line parallel with the North line of Lot 3, 194.83 feet; thence South, 65.23 feet; thence West, 28.05 feet; thence North, 31.10 feet; thence West, 143.25 feet; thence South, 33.35 feet; thence East, 19.52 feet; thence South, 22.54 feet; thence West, 43.05 feet; thence North, 82.33 feet; thence West, 2.08 feet; thence North, 4.59 feet; thence East, 2.08 feet; thence North, 3.10 feet to the point of beginning, said Lots 3 and 4 being in Circuit Court Partition of the South half of the South half of the Southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

and:

That part of Lots 3 and 4 described as follows: Beginning at a point 553.03 feet East of the West line of Lot 3 and 39.95 feet South of the North line of Lot 3; thence East along a line parallel with the North line of Lot 3, 147.58 feet; thence North, 2.10 feet; thence East, 4.59 feet; thence South, 2.10 feet; thence East, 13.58 feet; thence South, 76.0 feet; thence West, 43.10 feet; thence North, 22.45 feet; thence East, 15.02 feet; thence North, 19.50 feet; thence West, 109.57 feet; thence South, 31.0 feet; thence West, 28.10 feet; thence North, 65.05 feet to the point of beginning, said Lots 3 and 4 being in Circuit Court Partition of the South half of the South half of the Southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

85 329 269





# UNOFFICIAL COPY

EXHIBIT D TO  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
RIDGE VILLAGE CONDOMINIUMS AND EASEMENTS  
RELATING TO THE UNCONVERTED AREA

<u>Unit</u>	<u>Model</u>	<u>%Ownership of Common Element</u>
6426-1A		
6426-1B	E	1.657%
6426-1C	C	1.706%
6426-1D	D	1.244%
6426-1E	D	1.244%
6426-1F	D	1.244%
6426-1G	D	1.244%
6426-1H	D	1.244%
6426-1I	D	1.244%
6426-1J	D	1.244%
6426-1K	D	1.244%
6426-1L	F	1.244%
6426-1M	G	1.297%
	A	1.560%
		1.756%
6426-2A		
6426-2B	E	1.657%
6426-2C	C	1.706%
6426-2D	D	1.244%
6426-2E	D	1.244%
6426-2F	D	1.244%
6426-2G	D	1.244%
6426-2H	D	1.244%
6426-2I	D	1.244%
6426-2J	D	1.244%
6426-2K	D	1.244%
6426-2L	F	1.244%
6426-2M	G	1.297%
	A	1.560%
		1.756%
6426-3A		
6426-3B	E	1.657%
6426-3C	C	1.706%
6426-3D	D	1.244%
6426-3E	D	1.244%
6426-3F	D	1.244%
6426-3G	D	1.244%
6426-3H	D	1.244%
6426-3I	D	1.244%
6426-3J	D	1.244%
6426-3K	D	1.244%
6426-3L	F	1.244%
6426-3M	G	1.297%
	A	1.560%
		1.756%
6432-1A		
6432-1B	A	1.756%
6432-1C	B	1.117%
6432-1D	C	1.706%
6432-1E	D	1.244%
6432-1F	D	1.244%
6432-1G	D	1.244%
6432-1H	D	1.244%
6432-1I	D	1.244%
6432-1J	D	1.244%
6432-1K	C	1.244%
	E	1.706%
		1.657%

Property of Cook County Clerk's Office

85 329 269

# UNOFFICIAL COPY

OFFICE OF THE CLERK OF THE COURT  
JUDICIAL BRANCH  
STATE OF ILLINOIS  
CLERK OF THE COURT

Case No.

Case No.

Case No.

1000-1  
1001-1  
1002-1  
1003-1  
1004-1  
1005-1  
1006-1  
1007-1  
1008-1  
1009-1  
1010-1  
1011-1  
1012-1  
1013-1  
1014-1  
1015-1  
1016-1  
1017-1  
1018-1  
1019-1  
1020-1  
1021-1  
1022-1  
1023-1  
1024-1  
1025-1  
1026-1  
1027-1  
1028-1  
1029-1  
1030-1  
1031-1  
1032-1  
1033-1  
1034-1  
1035-1  
1036-1  
1037-1  
1038-1  
1039-1  
1040-1  
1041-1  
1042-1  
1043-1  
1044-1  
1045-1  
1046-1  
1047-1  
1048-1  
1049-1  
1050-1  
1051-1  
1052-1  
1053-1  
1054-1  
1055-1  
1056-1  
1057-1  
1058-1  
1059-1  
1060-1  
1061-1  
1062-1  
1063-1  
1064-1  
1065-1  
1066-1  
1067-1  
1068-1  
1069-1  
1070-1  
1071-1  
1072-1  
1073-1  
1074-1  
1075-1  
1076-1  
1077-1  
1078-1  
1079-1  
1080-1  
1081-1  
1082-1  
1083-1  
1084-1  
1085-1  
1086-1  
1087-1  
1088-1  
1089-1  
1090-1  
1091-1  
1092-1  
1093-1  
1094-1  
1095-1  
1096-1  
1097-1  
1098-1  
1099-1  
1100-1

A  
B  
C  
D  
E  
F  
G  
H  
I  
J  
K  
L  
M  
N  
O  
P  
Q  
R  
S  
T  
U  
V  
W  
X  
Y  
Z  
AA  
AB  
AC  
AD  
AE  
AF  
AG  
AH  
AI  
AJ  
AK  
AL  
AM  
AN  
AO  
AP  
AQ  
AR  
AS  
AT  
AU  
AV  
AW  
AX  
AY  
AZ  
BA  
BB  
BC  
BD  
BE  
BF  
BG  
BH  
BI  
BJ  
BK  
BL  
BM  
BN  
BO  
BP  
BQ  
BR  
BS  
BT  
BU  
BV  
BW  
BX  
BY  
BZ  
CA  
CB  
CC  
CD  
CE  
CF  
CG  
CH  
CI  
CJ  
CK  
CL  
CM  
CN  
CO  
CP  
CQ  
CR  
CS  
CT  
CU  
CV  
CW  
CX  
CY  
CZ  
DA  
DB  
DC  
DD  
DE  
DF  
DG  
DH  
DI  
DJ  
DK  
DL  
DM  
DN  
DO  
DP  
DQ  
DR  
DS  
DT  
DU  
DV  
DW  
DX  
DY  
DZ  
EA  
EB  
EC  
ED  
EE  
EF  
EG  
EH  
EI  
EJ  
EK  
EL  
EM  
EN  
EO  
EP  
EQ  
ER  
ES  
ET  
EU  
EV  
EW  
EX  
EY  
EZ  
FA  
FB  
FC  
FD  
FE  
FF  
FG  
FH  
FI  
FJ  
FK  
FL  
FM  
FN  
FO  
FP  
FQ  
FR  
FS  
FT  
FU  
FV  
FW  
FX  
FY  
FZ  
GA  
GB  
GC  
GD  
GE  
GF  
GG  
GH  
GI  
GJ  
GK  
GL  
GM  
GN  
GO  
GP  
GQ  
GR  
GS  
GT  
GU  
GV  
GW  
GX  
GY  
GZ  
HA  
HB  
HC  
HD  
HE  
HF  
HG  
HH  
HI  
HJ  
HK  
HL  
HM  
HN  
HO  
HP  
HQ  
HR  
HS  
HT  
HU  
HV  
HW  
HX  
HY  
HZ  
IA  
IB  
IC  
ID  
IE  
IF  
IG  
IH  
II  
IJ  
IK  
IL  
IM  
IN  
IO  
IP  
IQ  
IR  
IS  
IT  
IU  
IV  
IW  
IX  
IY  
IZ  
JA  
JB  
JC  
JD  
JE  
JF  
JG  
JH  
JI  
JJ  
JK  
JL  
JM  
JN  
JO  
JP  
JQ  
JR  
JS  
JT  
JU  
JV  
JW  
JX  
JY  
JZ  
KA  
KB  
KC  
KD  
KE  
KF  
KG  
KH  
KI  
KJ  
KL  
KM  
KN  
KO  
KP  
KQ  
KR  
KS  
KT  
KU  
KV  
KW  
KX  
KY  
KZ  
LA  
LB  
LC  
LD  
LE  
LF  
LG  
LH  
LI  
LJ  
LK  
LL  
LM  
LN  
LO  
LP  
LQ  
LR  
LS  
LT  
LU  
LV  
LW  
LX  
LY  
LZ  
MA  
MB  
MC  
MD  
ME  
MF  
MG  
MH  
MI  
MJ  
MK  
ML  
MN  
MO  
MP  
MQ  
MR  
MS  
MT  
MU  
MV  
MW  
MX  
MY  
MZ  
NA  
NB  
NC  
ND  
NE  
NF  
NG  
NH  
NI  
NJ  
NK  
NL  
NM  
NN  
NO  
NP  
NQ  
NR  
NS  
NT  
NU  
NV  
NW  
NX  
NY  
NZ  
OA  
OB  
OC  
OD  
OE  
OF  
OG  
OH  
OI  
OJ  
OK  
OL  
OM  
ON  
OO  
OP  
OQ  
OR  
OS  
OT  
OU  
OV  
OW  
OX  
OY  
OZ  
PA  
PB  
PC  
PD  
PE  
PF  
PG  
PH  
PI  
PJ  
PK  
PL  
PM  
PN  
PO  
PP  
PQ  
PR  
PS  
PT  
PU  
PV  
PW  
PX  
PY  
PZ  
QA  
QB  
QC  
QD  
QE  
QF  
QG  
QH  
QI  
QJ  
QK  
QL  
QM  
QN  
QO  
QP  
QQ  
QR  
QS  
QT  
QU  
QV  
QW  
QX  
QY  
QZ  
RA  
RB  
RC  
RD  
RE  
RF  
RG  
RH  
RI  
RJ  
RK  
RL  
RM  
RN  
RO  
RP  
RQ  
RR  
RS  
RT  
RU  
RV  
RW  
RX  
RY  
RZ  
SA  
SB  
SC  
SD  
SE  
SF  
SG  
SH  
SI  
SJ  
SK  
SL  
SM  
SN  
SO  
SP  
SQ  
SR  
SS  
ST  
SU  
SV  
SW  
SX  
SY  
SZ  
TA  
TB  
TC  
TD  
TE  
TF  
TG  
TH  
TI  
TJ  
TK  
TL  
TM  
TN  
TO  
TP  
TQ  
TR  
TS  
TT  
TU  
TV  
TW  
TX  
TY  
TZ  
UA  
UB  
UC  
UD  
UE  
UF  
UG  
UH  
UI  
UJ  
UK  
UL  
UM  
UN  
UO  
UP  
UQ  
UR  
US  
UT  
UU  
UV  
UW  
UX  
UY  
UZ  
VA  
VB  
VC  
VD  
VE  
VF  
VG  
VH  
VI  
VJ  
VK  
VL  
VM  
VN  
VO  
VP  
VQ  
VR  
VS  
VT  
VU  
VV  
VW  
VX  
VY  
VZ  
WA  
WB  
WC  
WD  
WE  
WF  
WG  
WH  
WI  
WJ  
WK  
WL  
WM  
WN  
WO  
WP  
WQ  
WR  
WS  
WT  
WU  
WV  
WW  
WX  
WY  
WZ  
XA  
XB  
XC  
XD  
XE  
XF  
XG  
XH  
XI  
XJ  
XK  
XL  
XM  
XN  
XO  
XP  
XQ  
XR  
XS  
XT  
XU  
XV  
XW  
XX  
XY  
XZ  
YA  
YB  
YC  
YD  
YE  
YF  
YG  
YH  
YI  
YJ  
YK  
YL  
YM  
YN  
YO  
YP  
YQ  
YR  
YS  
YT  
YU  
YV  
YW  
YX  
YZ  
ZA  
ZB  
ZC  
ZD  
ZE  
ZF  
ZG  
ZH  
ZI  
ZJ  
ZK  
ZL  
ZM  
ZN  
ZO  
ZP  
ZQ  
ZR  
ZS  
ZT  
ZU  
ZV  
ZW  
ZX  
ZY  
ZZ

1000-1  
1001-1  
1002-1  
1003-1  
1004-1  
1005-1  
1006-1  
1007-1  
1008-1  
1009-1  
1010-1  
1011-1  
1012-1  
1013-1  
1014-1  
1015-1  
1016-1  
1017-1  
1018-1  
1019-1  
1020-1  
1021-1  
1022-1  
1023-1  
1024-1  
1025-1  
1026-1  
1027-1  
1028-1  
1029-1  
1030-1  
1031-1  
1032-1  
1033-1  
1034-1  
1035-1  
1036-1  
1037-1  
1038-1  
1039-1  
1040-1  
1041-1  
1042-1  
1043-1  
1044-1  
1045-1  
1046-1  
1047-1  
1048-1  
1049-1  
1050-1  
1051-1  
1052-1  
1053-1  
1054-1  
1055-1  
1056-1  
1057-1  
1058-1  
1059-1  
1060-1  
1061-1  
1062-1  
1063-1  
1064-1  
1065-1  
1066-1  
1067-1  
1068-1  
1069-1  
1070-1  
1071-1  
1072-1  
1073-1  
1074-1  
1075-1  
1076-1  
1077-1  
1078-1  
1079-1  
1080-1  
1081-1  
1082-1  
1083-1  
1084-1  
1085-1  
1086-1  
1087-1  
1088-1  
1089-1  
1090-1  
1091-1  
1092-1  
1093-1  
1094-1  
1095-1  
1096-1  
1097-1  
1098-1  
1099-1  
1100-1  
1101-1  
1102-1  
1103-1  
1104-1  
1105-1  
1106-1  
1107-1  
1108-1  
1109-1  
1110-1  
1111-1  
1112-1  
1113-1  
1114-1  
1115-1  
1116-1  
1117-1  
1118-1  
1119-1  
1120-1  
1121-1  
1122-1  
1123-1  
1124-1  
1125-1  
1126-1  
1127-1  
1128-1  
1129-1  
1130-1  
1131-1  
1132-1  
1133-1  
1134-1  
1135-1  
1136-1  
1137-1  
1138-1  
1139-1  
1140-1  
1141-1  
1142-1  
1143-1  
1144-1  
1145-1  
1146-1  
1147-1  
1148-1  
1149-1  
1150-1  
1151-1  
1152-1  
1153-1  
1154-1  
1155-1  
1156-1  
1157-1  
1158-1  
1159-1  
1160-1  
1161-1  
1162-1  
1163-1  
1164-1  
1165-1  
1166-1  
1167-1  
1168-1  
1169-1  
1170-1  
1171-1  
1172-1  
1173-1  
1174-1  
1175-1  
1176-1  
1177-1  
1178-1  
1179-1  
1180-1  
1181-1  
1182-1  
1183-1  
1184-1  
1185-1  
1186-1  
1187-1  
1188-1  
1189-1  
1190-1  
1191-1  
1192-1  
1193-1  
1194-1  
1195-1  
1196-1  
1197-1  
1198-1  
1199-1  
1200-1

02 350 SPB

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

<u>Unit</u>	<u>Model</u>	<u>%Ownership of Common Element</u>
6432-2A	A	1.755%
6432-2B	B	1.117%
6432-2C	C	1.706%
6432-2D	D	1.244%
6432-2E	D	1.244%
6432-2F	D	1.244%
6432-2G	D	1.244%
6432-2H	D	1.244%
6432-2I	D	1.244%
6432-2J	C	1.706%
6432-2K	E	1.657%
6432-3A	A	1.755%
6432-3B	B	1.117%
6432-3C	C	1.706%
6432-3D	D	1.244%
6432-3E	D	1.244%
6432-3F	D	1.244%
6432-3G	D	1.244%
6432-3H	D	1.244%
6432-3I	D	1.244%
6432-3J	C	1.706%
6432-3K	E	1.657%

Property of Cook County Clerk's Office

85 329 269





# UNOFFICIAL COPY 9

EXHIBIT E TO THE DECLARATION OF CONDOMINIUM  
OWNERSHIP OF RIDGE VILLAGE CONDOMINIUMS AND  
OF EASEMENTS AND OTHER CONDITIONS RELATING TO  
THE UNCONVERTED AREA

THE BY-LAWS OF  
RIDGE VILLAGE CONDOMINIUM ASSOCIATION,  
AN ILLINOIS NOT-FOR-PROFIT CORPORATION

ARTICLE I  
NAME OF CORPORATION

The name of this corporation is RIDGE VILLAGE CONDOMINIUM ASSOCIATION.

ARTICLE II  
PURPOSE AND POWERS

2.01 PURPOSES: The purposes of this 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 Association, all on a not-for-profit basis. These By-Laws are attached as Exhibit E to the Declaration of Condominium Ownership for Ridge Village Condominiums and of Easements and Other Provisions Relating to the Unconverted Area ("Declaration"). All terms used herein shall have the meanings set forth in the Declaration.

2.02 POWERS: The 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 Dwelling Unit or the act of occupancy of a Dwelling 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 Association shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without this State of Illinois as the Board may from time to time determine.

3.02 PRINCIPAL OFFICE: The Association's principal office shall be maintained on the Development Area or at the office of a managing agent engaged by the Association.

ARTICLE IV  
MEETINGS OF MEMBERS

4.01 VOTING RIGHTS: The Association shall have one class of membership. There shall be one individual with respect to each Dwelling Unit who shall be entitled to vote at any meeting of the Owners (the "Voting Member"). If the Owner of the Dwelling Unit is one individual then such individual shall be the Voting Member. In the event the ownership of a Unit is composed of more than one person, then if only one of the multiple owners of a Unit is present at a meeting of the Association, then such owner shall be entitled to cast all of the votes allocated to that Unit. In the event more than one owner of a Unit is present, the votes allocated to that Unit may be cast only in accordance

85 329 269

# UNOFFICIAL COPY

THE BOARD OF DIRECTORS OF THE ASSOCIATION OF REAL ESTATE BROKERS OF ILLINOIS

## ARTICLE II PURPOSE AND SCOPE

### SECTION 1 PURPOSE AND SCOPE

The purpose of this Association is to promote the interests of its members and to provide a forum for the exchange of information and ideas among them. The Association shall be organized and operated as a non-profit corporation. Its primary purpose shall be to provide a forum for the exchange of information and ideas among its members and to promote the interests of its members. The Association shall be organized and operated as a non-profit corporation. Its primary purpose shall be to provide a forum for the exchange of information and ideas among its members and to promote the interests of its members.

The Association shall be organized and operated as a non-profit corporation. Its primary purpose shall be to provide a forum for the exchange of information and ideas among its members and to promote the interests of its members. The Association shall be organized and operated as a non-profit corporation. Its primary purpose shall be to provide a forum for the exchange of information and ideas among its members and to promote the interests of its members.

### SECTION 2 MEMBERSHIP

The Association shall have the following classes of members: (a) Regular Members; (b) Associate Members; (c) Life Members; (d) Honorary Members. The Association shall have the following classes of members: (a) Regular Members; (b) Associate Members; (c) Life Members; (d) Honorary Members.

### SECTION 3 VOTING RIGHTS

The Association shall have the following classes of members: (a) Regular Members; (b) Associate Members; (c) Life Members; (d) Honorary Members. The Association shall have the following classes of members: (a) Regular Members; (b) Associate Members; (c) Life Members; (d) Honorary Members.

BB 25A Spd

Property of Cook County Clerk's Office

with the agreement of a majority in interest of the group of owners comprising the Unit Owner. Majority agreement shall be deemed to have occurred if any one of the multiple owners casts the vote allocated to that Dwelling Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Dwelling 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. No proxy shall be valid after eleven (11) months from the date of its execution. Each Voting Member shall have the number of votes equal to the Undivided Interest appurtenant to the Dwelling Unit represented by the Voting Member. When 30% or fewer of the Dwelling Units, by number, possess over 50% in the aggregate of the votes in the Association, any percentage vote of members specified herein or in the Declaration shall require the specified percentage by number of Units rather than by Undivided Interests that would otherwise be applicable.

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 thirty-five percent (35%) 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 By-Laws. The affirmative vote of 75% of the votes entitled to be cast shall be required for the following action: (a) merger or consolidation of the Association; and (b) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association. The affirmative vote of 75% of the votes entitled to be cast shall be required for the purchase or sale of land or of Dwelling Units on behalf of all Owners.

4.03 ANNUAL MEETINGS: The initial meeting of the Owners shall be held upon not less than twenty-one (21) days written notice given by the Developer. If not called earlier by the Developer, the initial meeting of the Owners shall be held not more than thirty (30) days after the Turnover Date. Thereafter there shall be an annual meeting of the Owners within thirty (30) days from the anniversary date of the initial annual meeting 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 matter which, by the terms of the Declaration, require the approval of all or some of the 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 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.

4.06 In the event the Board adopts a budget requiring assessment against the Unit Owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board, upon written petition by the Voting Members with twenty (20%) percent of the votes of the Association filed within fourteen (14) days of the Board action, shall call a meeting of the Voting Members within thirty (30) days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the Voting Members present are cast at the meeting to reject the budget, the budget shall be deemed to be ratified, regardless of whether or not a quorum is present. In any determination of whether assessments exceed one hundred fifteen (115%) percent of similar assessments in prior years, any authorized provision for reasonable reserves for repair or replacement of the Property, and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

ARTICLE V  
BOARD OF DIRECTORS

5.01 IN GENERAL: The affairs of the Association and the direction and administration of the Condominium Property shall be vested in the Board, which

85 329 269



# UNOFFICIAL COPY

(after the Turnover Date) shall consist of five (5) persons or such other number of person as shall be fixed from time to time by the affirmative vote of 50% of the Voting Members ("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 teh State of Illinois.

5.02 DEVELOPER DESIGNATED BOARDS: Anything herein to the contrary notwithstanding, until th first meeting of th Owners individuals from time to time designated by th Developer. Such individuals may, but need not, be Owners and shall serve at the discretion of te Developer.

5.03 BOARDS AFTER TURNOVER DATE: At the first meeting of the Owners (which shall be held no later than thirty (30) days after the Turnover Date) the Voting Members shall elect the initial Board (as provided for in the Act) in the manner hereinafter provided to replace the Developer designated Board established under Section 5.02. From and after such meeting, each member of th Board shall be an Owner or a Voting Member, or both. Within sixty (60) days after the election of a majority of th Board other than those designated by the Developer, the Developer shall deliver to the Board:

(a) Original copies of the Declaration, these By-Laws, the Association's Articles of Incorporation and the Association's minute book.

(b) An accounting of all receipts and expenditures made or received on behalf of the Association by the Developer designated Boards.

(c) All Association funds and bank accounts.

(d) A schedule of all personal property, equipment and fixtures belonging to the Association including documents transferring the property to the Association.

5.04 ELECTION: At the initial meeting of the Owners, the Voting Members shall elect a full Board of Directors. Each Director shall serve a term of one year. Each Director shall hold office until his term expires or until his successor shall have been elected and qualified. Directors may succeed themselves in office. In all elections for members of the Board, the Voting Member for each Dwelling Unit shall be entitled to the number of votes equal to the number of Directors to be elected (cumulative voting shall not be permitted). The candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. All Board Members shall be elected at large.

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

5.06 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 from and after the Turnover Date, not less than four such meetings shall be held during each fiscal year.

5.07 SPECIAL MEETINGS: Special meetings of the Board may be called by the President or by at least one-third (1/3) of the Directors then serving.

5.08 NOTICE OF BOARD MEETINGS: Notice of each meeting of the Board shall be mailed or personally delivered to each Director at least forty-eight (48) hours prior to the meeting and notice of any meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment of an assessment shall be given to each Owner in the same manner as provided in Section 4.05 of these By-Laws, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. Notice of each meeting of the Board shall also be conspicuously posted on the Condominium Property at least forty-eight (48) hours prior to the meeting.

5.09 OPEN MEETINGS: Each meeting of the Board, to the extent required by law, shall be open to any Owner and, if required under the Act, notice of such meeting shall be mailed or personally delivered and posted conspicuously upon the Condominium Property at lest 48 hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. The Board may adopt reasonable rules governing the conduct of Owners who attend meetings and Owners who do not comply with such rules may be removed from the meeting.



# UNOFFICIAL COPY

Notwithstanding the fact that the Board of Directors of the Association shall be composed of members of the Association, the Board shall have the right to elect or appoint such persons as it may deem proper to its Board of Directors, and such persons shall be eligible for election or appointment to the Board of Directors of the Association.

2.02. THE BOARD OF DIRECTORS shall be composed of not more than ten (10) members, and shall have the right to elect or appoint such persons as it may deem proper to its Board of Directors, and such persons shall be eligible for election or appointment to the Board of Directors of the Association.

2.03. THE BOARD OF DIRECTORS shall be composed of not more than ten (10) members, and shall have the right to elect or appoint such persons as it may deem proper to its Board of Directors, and such persons shall be eligible for election or appointment to the Board of Directors of the Association.

(a) Original copies of the minutes of the Board of Directors shall be maintained by the Association in its office.

(b) An account of all receipts and disbursements shall be maintained by the Association in its office.

(c) All Association funds and bank accounts shall be maintained in the name of the Association.

(d) A schedule of all property, tangible and intangible, owned by the Association shall be maintained in its office.

2.04. ELECTIONS. The Board of Directors shall be elected by the members of the Association at a general meeting of the Association. The Board of Directors shall consist of not more than ten (10) members, and shall have the right to elect or appoint such persons as it may deem proper to its Board of Directors, and such persons shall be eligible for election or appointment to the Board of Directors of the Association.

2.05. ANNUAL MEETING. The Board of Directors shall hold an annual meeting of the Association at such time and place as shall be determined by the Board of Directors.

2.06. SPECIAL MEETING. The Board of Directors shall hold a special meeting of the Association at such time and place as shall be determined by the Board of Directors.

2.07. OFFICIAL MEETING. The Board of Directors shall hold an official meeting of the Association at such time and place as shall be determined by the Board of Directors.

2.08. NOTICE OF BOARD MEETING. The Board of Directors shall give notice of any meeting of the Board of Directors to all members of the Association. The notice shall be given in writing, and shall specify the time and place of the meeting, and the business to be transacted at the meeting.

2.09. THE BOARD OF DIRECTORS shall have the right to elect or appoint such persons as it may deem proper to its Board of Directors, and such persons shall be eligible for election or appointment to the Board of Directors of the Association.

PDF 25X 250

Property of Cook County Clerks Office

5.10 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. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present.

5.11 COMPENSATION/REIMBURSEMENT FOR EXPENSES: No Director shall be compensated by the Association for services rendered to the 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 Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.

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 may resign at any time by submitting his written resignation to the Board. 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.

A successor to fill the unexpired term of a Director who resigns or is removed may be appointed by a vote of two-thirds the remaining Directors at any regular meeting or at any special meeting called for such purpose and any successor so appointed shall serve until the next meeting of unit owners or until thirty (30) days following the filing of a petition signed by Unit Owners holding 20% of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term and a meeting of Unit Owners shall be held for said purpose within thirty (30) days of filing of the above petition.

- (a) To procure insurance as provided for in the Declaration;
  - (b) To engage the services of a manager or managing agent to assist the Association in performing and providing such services as the Association is required to provide to its members under the Declaration;
  - (c) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper for the effective administration of the Association;
  - (d) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Common Elements for which the Association is responsible under the Declaration and these By-Laws;
  - (e) To estimate and provide each Owner with an annual budget showing as provided for in the Declaration;
  - (f) To set, give notice of, and collect assessments from the Owners as provided in the Declaration;
  - (g) To pay the Common Expenses;
  - (h) To adopt rules and regulations as provided in the Declaration;
  - (i) To delegate the exercise of its power to committees appointed pursuant to Section 7.01 of these By-Laws;
  - (j) To own, convey, encumber, lease, or otherwise deal with Dwelling Units or other real property conveyed to or purchased by the Association; and
  - (k) To keep detailed, accurate records of the receipts and expenditure affecting the use and operation of the Condominium Property.
- (l) The Association shall have no authority to forebear the payments of assessments by any Unit Owner.

ARTICLE VI  
OFFICERS

6.01 OFFICERS: The Officers of the Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistants to such

85 329 269

# UNOFFICIAL COPY

...of the Association... shall be... of the Association... shall be... of the Association... shall be...

...of the Association... shall be... of the Association... shall be... of the Association... shall be...

...of the Association... shall be... of the Association... shall be... of the Association... shall be...

...of the Association... shall be... of the Association... shall be... of the Association... shall be...

(a) To provide... shall be... of the Association... shall be...

(b) To provide... shall be... of the Association... shall be...

(c) To provide... shall be... of the Association... shall be...

(d) To provide... shall be... of the Association... shall be...

(e) To provide... shall be... of the Association... shall be...

(f) To provide... shall be... of the Association... shall be...

(g) To provide... shall be... of the Association... shall be...

(h) To provide... shall be... of the Association... shall be...

(i) To provide... shall be... of the Association... shall be...

(j) To provide... shall be... of the Association... shall be...

(k) To provide... shall be... of the Association... shall be...

(l) To provide... shall be... of the Association... shall be...

## ARTICLE VI OFFICERS

6.01 OFFICERS: The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistants as each

BP 350 SPd

officers as the Board may deem appropriate. All officers shall be elected at each annual meeting of the Board and shall hold office at the discretion of the Board. 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 at any meeting thereof.

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

(a) The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Owners and at all meetings of the Board 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 assigned by the Board. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board 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 and shall have custody of the Association Seal and have charge of such other books, papers and documents as the Board may prescribe, and shall be responsible for giving and receiving all notices to be given to or by the Association under the Act, the Declaration or these By-Laws;

(d) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the 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 Association in such depositories as may from time to time be designated by the Board.

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

7.01 BOARD COMMITTEES: The Board, by resolution adopted by a majority of the Directors in office, may designate one or more committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board, 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 in the management of the 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 judgement the best interests of the 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 and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

# UNOFFICIAL COPY

Officers in the Board may be removed by a majority vote of the Board at the next annual meeting of the Board and shall hold office as the Association shall determine. Officers may be removed by a majority vote of the Board at the next annual meeting of the Board and shall hold office as the Association shall determine.

6.03 REMOVAL OF OFFICERS. Any officer may be removed by a majority vote of the Board at the next annual meeting of the Board and shall hold office as the Association shall determine.

6.04 BOARD OF DIRECTORS. The Board of Directors shall consist of the officers of the Association and shall hold office as the Association shall determine.

6.05 THE PRESIDENT. The President shall be elected by the Board and shall hold office as the Association shall determine.

6.06 THE VICE PRESIDENT. The Vice President shall be elected by the Board and shall hold office as the Association shall determine.

6.07 THE SECRETARY. The Secretary shall be elected by the Board and shall hold office as the Association shall determine.

6.08 THE TREASURER. The Treasurer shall be elected by the Board and shall hold office as the Association shall determine.

6.09 OFFICERS' COMPENSATION. The Board shall determine the compensation of its officers.

## ARTICLE VII COMMITTEES ESTABLISHED BY BOARD

7.01 BOARD COMMITTEES. The Board may establish committees to assist it in the performance of its duties. The Board shall determine the composition and powers of such committees.

7.02 REMOVAL OF COMMITTEES. The Board may remove any committee established by it at any time.

7.03 TERMS. The terms of any committee shall be determined by the Board.

02 358 508

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

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 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.

## ARTICLE VIII INSTRUMENTS, CHECKS, DEPOSITS AND FUNDS

8.01 EXECUTION OF INSTRUMENTS: The Board may authorize any officer or officers, agent or agents of the 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 Association) in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, 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 Association.

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

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

8.04 SPECIAL RECEIPTS: The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

## ARTICLE IX FISCAL MANAGEMENT

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

9.02 ANNUAL STATEMENT: Within a reasonable time after the close of each fiscal year the Board shall furnish each Owner with an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the Annual 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

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Association a record giving the names

# UNOFFICIAL COPY

The Board shall have the right to suspend or remove any member of the Association who is guilty of any act which is detrimental to the interests of the Association or who is unable to perform his duties as a member of the Association.

7.05 DEATH: In the event of the death of any member of the Association, the Board shall have the right to suspend or remove any member of the Association who is guilty of any act which is detrimental to the interests of the Association or who is unable to perform his duties as a member of the Association.

7.06 RESIGNATION: Any member of the Association may resign at any time by filing a written resignation with the Board. The resignation shall be effective upon the date of filing.

## ARTICLE VIII FINANCIAL MATTERS AND FUNDS

8.01 EXECUTION OF FINANCIAL MATTERS: The Board shall have the right to suspend or remove any member of the Association who is guilty of any act which is detrimental to the interests of the Association or who is unable to perform his duties as a member of the Association.

8.02 PAYMENTS: All dues, fees, and other payments shall be paid to the Association in cash or by check. The Board shall have the right to suspend or remove any member of the Association who is guilty of any act which is detrimental to the interests of the Association or who is unable to perform his duties as a member of the Association.

8.03 BANK ACCOUNTS: All funds of the Association shall be deposited in a bank or banks. The Board shall have the right to suspend or remove any member of the Association who is guilty of any act which is detrimental to the interests of the Association or who is unable to perform his duties as a member of the Association.

8.04 SPECIAL RESERVE: The Board shall have the right to suspend or remove any member of the Association who is guilty of any act which is detrimental to the interests of the Association or who is unable to perform his duties as a member of the Association.

## ARTICLE IX GENERAL PROVISIONS

9.01 FISCAL YEAR: The fiscal year of the Association shall be determined by the Board and shall be reported to the members at the annual meeting.

9.02 ANNUAL MEETING: The annual meeting of the Association shall be held on the first day of January of each year. The Board shall have the right to suspend or remove any member of the Association who is guilty of any act which is detrimental to the interests of the Association or who is unable to perform his duties as a member of the Association.

9.03 AMENDMENT: The Board shall have the right to suspend or remove any member of the Association who is guilty of any act which is detrimental to the interests of the Association or who is unable to perform his duties as a member of the Association.

## ARTICLE X BOOKS AND RECORDS

The Association shall keep books and records of all transactions, the minutes of the meetings of the Board, and all other matters which may be required by law. The Board shall have the right to suspend or remove any member of the Association who is guilty of any act which is detrimental to the interests of the Association or who is unable to perform his duties as a member of the Association.

2025 05 28

# UNOFFICIAL COPY

and addresses of the members. All books and records of the Association may be inspected by any Owner, or his agent, mortgagee or attorney, for any proper purpose at any reasonable time.

## ARTICLE XI SEAL

The Board may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the names 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 9.02 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. These By-Laws may also be amended by Section 9.01 of the Declaration. No amendment to these By-Laws shall become effective until recorded.

Property of Cook County Clerk's Office

85 329 269

# UNOFFICIAL COPY

and address of the person to whom the same shall be delivered, and the name of the Association and the words "Corporate Seal, Illinois".

IN WITNESS  
WHEREOF

The Board hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the Association and the words "Corporate Seal, Illinois".

IN WITNESS  
WHEREOF

These records are to be kept in the office of the Secretary of the Association and shall be open to the inspection of all members of the Association and of all persons who may be entitled to inspect the same under the provisions of the laws of the State of Illinois. The Secretary of the Association shall be responsible for the safekeeping of these records and shall be liable for any loss or destruction of the same.

02 358 500

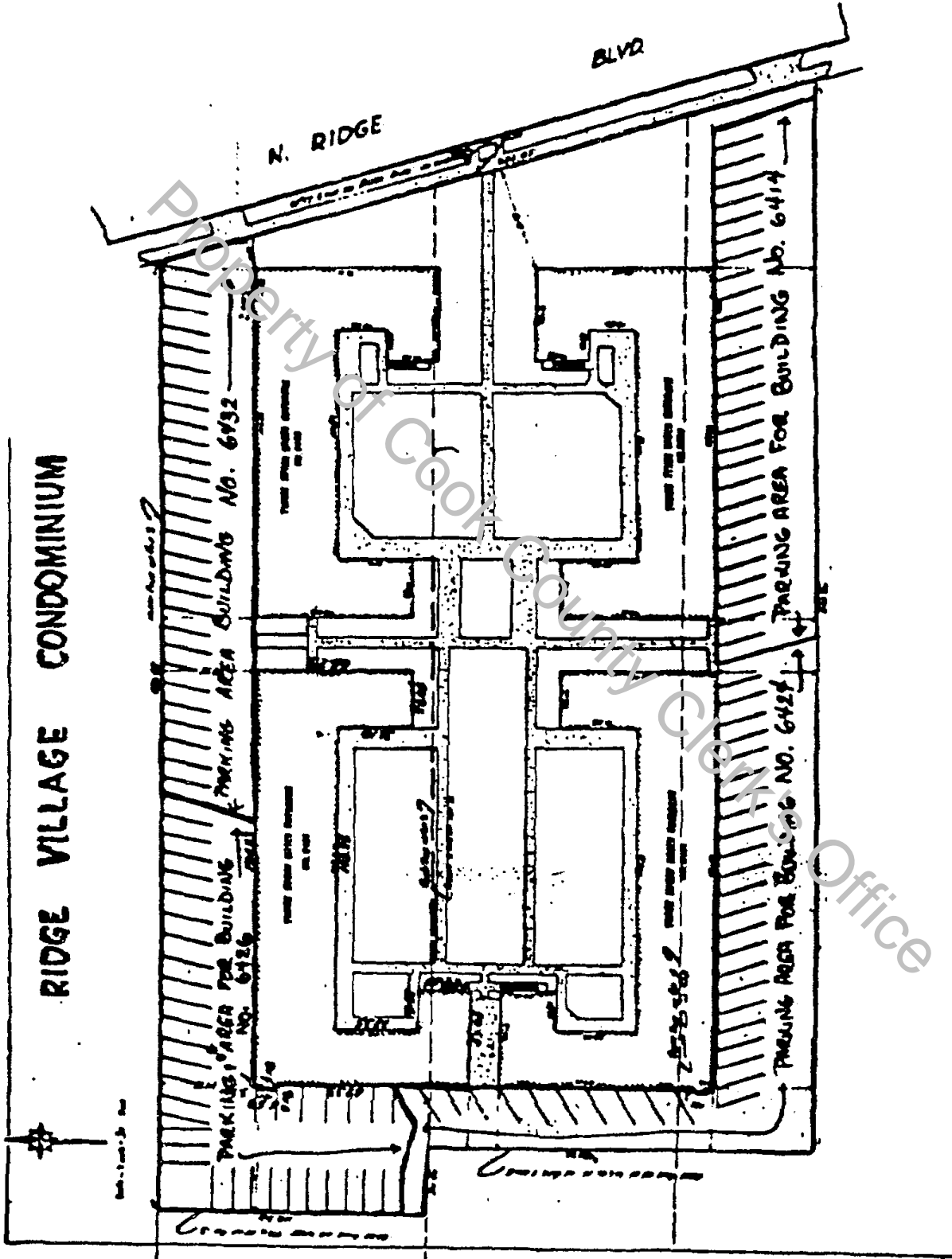
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

2 6 9

## EXHIBIT F TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR RIDGE VILLAGE CONDOMINIUMS

### Parking Areas



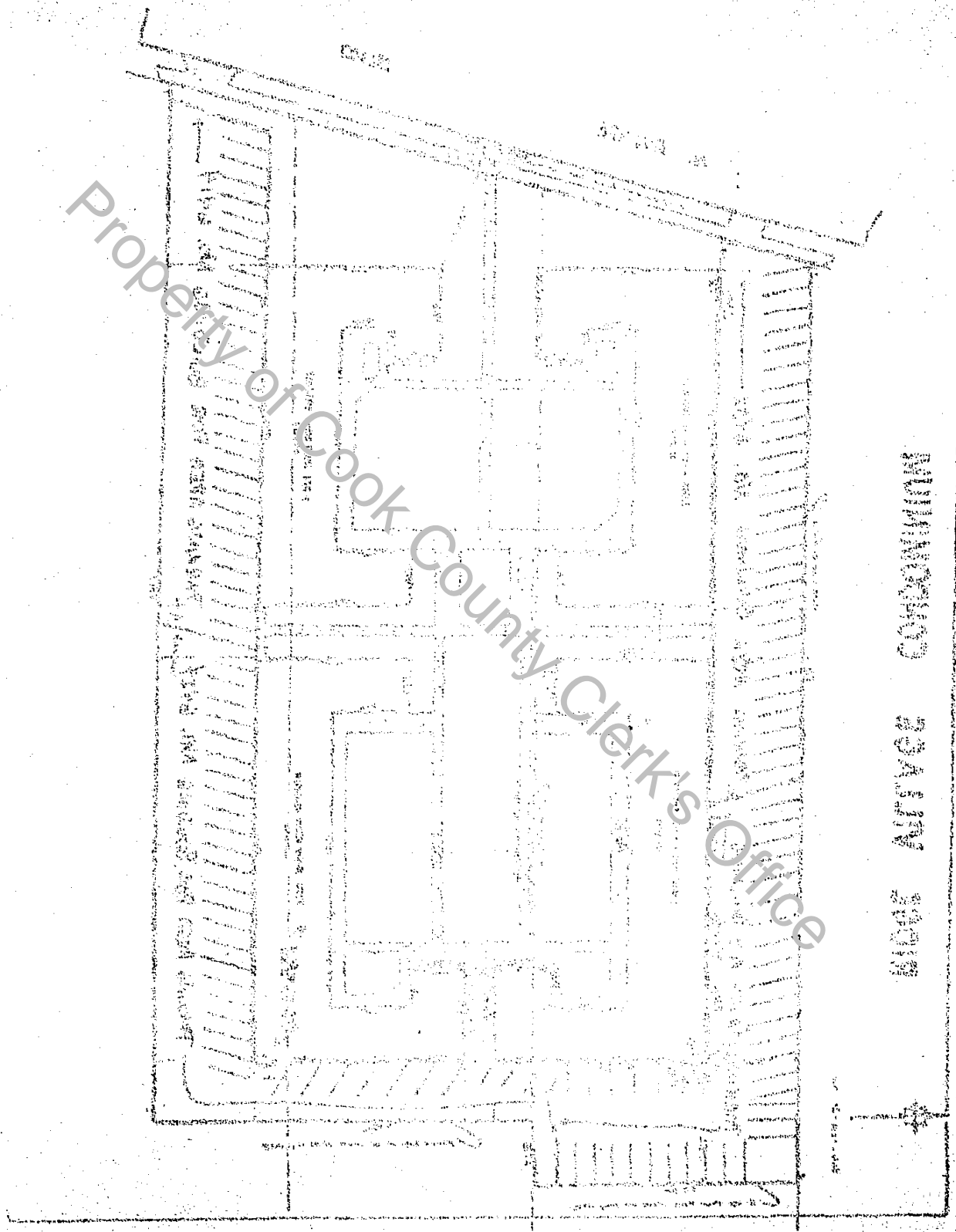
85 329 269



# UNOFFICIAL COPY

OFFICE OF THE CLERK OF THE SUPREME COURT  
STATE OF ILLINOIS  
JUDICIAL CENTER  
100 N. LAUREL STREET  
SPRINGFIELD, ILLINOIS 62762

PLANNING BOARD



Property of Cook County Clerk's Office

02 253 508

PLANNING BOARD

# UNOFFICIAL COPY 6 9

EXHIBIT G TO  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
RIDGE VILLAGE CONDOMINIUMS AND EASEMENTS  
RELATING TO THE UNCONVERTED AREA

Street Address of  
Building - Unit Number

Model

6426-1A  
6426-1B  
6426-1C  
6426-1D  
6426-1E  
6426-1F  
6426-1G  
6426-1H  
6426-1I  
6426-1J  
6426-1K  
6426-1L  
6426-1M

E  
C  
D  
D  
D  
D  
D  
D  
D  
D  
F  
G  
A

6426-2A  
6426-2B  
6426-2C  
6426-2D  
6426-2E  
6426-2F  
6426-2G  
6426-2H  
6426-2I  
6426-2J  
6426-2K  
6426-2L  
6426-2M

E  
C  
D  
D  
D  
D  
D  
D  
D  
D  
F  
G  
A

6426-3A  
6426-3B  
6426-3C  
6426-3D  
6426-3E  
6426-3F  
6426-3G  
6426-3H  
6426-3I  
6426-3J  
6426-3K  
6426-3L  
6426-3M

E  
C  
D  
D  
D  
D  
F  
D  
D  
D  
F  
G  
A

6432-1A  
6432-1B  
6432-1C  
6432-1D  
6432-1E  
6432-1F  
6432-1G  
6432-1H  
6432-1I  
6432-1J  
6432-1K

A  
B  
C  
D  
D  
D  
D  
D  
D  
C  
E

Property of Cook County Clerk's Office

85 329 269

# UNOFFICIAL COPY

OFFICE OF THE CLERK OF COOK COUNTY  
DEPARTMENT OF RECORDS AND ADMINISTRATION  
CLERK OF COOK COUNTY  
PROPERTY OF THE COUNTY OF COOK

Parcel	Section - Lot Number
E	0430-1A
C	0430-1B
D	0430-1C
E	0430-1D
F	0430-1E
G	0430-1F
H	0430-1G
I	0430-1H
J	0430-1I
K	0430-1J
L	0430-1K
M	0430-1L
N	0430-1M
O	0430-1N
P	0430-1O
Q	0430-1P
R	0430-1Q
S	0430-1R
T	0430-1S
U	0430-1T
V	0430-1U
W	0430-1V
X	0430-1W
Y	0430-1X
Z	0430-1Y
A	0430-1Z
B	0430-2A
C	0430-2B
D	0430-2C
E	0430-2D
F	0430-2E
G	0430-2F
H	0430-2G
I	0430-2H
J	0430-2I
K	0430-2J
L	0430-2K
M	0430-2L
N	0430-2M
O	0430-2N
P	0430-2O
Q	0430-2P
R	0430-2Q
S	0430-2R
T	0430-2S
U	0430-2T
V	0430-2U
W	0430-2V
X	0430-2W
Y	0430-2X
Z	0430-2Y
A	0430-2Z
B	0430-3A
C	0430-3B
D	0430-3C
E	0430-3D
F	0430-3E
G	0430-3F
H	0430-3G
I	0430-3H
J	0430-3I
K	0430-3J
L	0430-3K
M	0430-3L
N	0430-3M
O	0430-3N
P	0430-3O
Q	0430-3P
R	0430-3Q
S	0430-3R
T	0430-3S
U	0430-3T
V	0430-3U
W	0430-3V
X	0430-3W
Y	0430-3X
Z	0430-3Y
A	0430-3Z
B	0430-4A
C	0430-4B
D	0430-4C
E	0430-4D
F	0430-4E
G	0430-4F
H	0430-4G
I	0430-4H
J	0430-4I
K	0430-4J
L	0430-4K
M	0430-4L
N	0430-4M
O	0430-4N
P	0430-4O
Q	0430-4P
R	0430-4Q
S	0430-4R
T	0430-4S
U	0430-4T
V	0430-4U
W	0430-4V
X	0430-4W
Y	0430-4X
Z	0430-4Y
A	0430-4Z

Property of Cook County Clerk's Office

82 258 SPD

# UNOFFICIAL COPY 9

Street Address of  
Building - Unit Number

Model

6432-2A  
6432-2B  
6432-2C  
6432-2D  
6432-2E  
6432-2F  
6432-2G  
6432-2H  
6432-2I  
6432-2J  
6432-2K

A  
B  
C  
D  
D  
D  
D  
D  
D  
D  
C  
E

6432-3A  
6432-3B  
6432-3C  
6432-3D  
6432-3E  
6432-3F  
6432-3G  
6432-3H  
6432-3I  
6432-3J  
6432-3K

A  
B  
C  
D  
D  
D  
D  
D  
D  
D  
C  
E

6424-1A  
6424-1B  
6424-1C  
6424-1D  
6424-1E  
6424-1F  
6424-1G  
6424-1H  
6424-1I  
6424-1J  
6424-1K  
6424-1L  
6424-1M

E  
C  
D  
D  
D  
D  
D  
D  
D  
D  
D  
F  
G  
A

6424-2A  
6424-2B  
6424-2C  
6424-2D  
6424-2E  
6424-2F  
6424-2G  
6424-2H  
6424-2I  
6424-2J  
6424-2K  
6424-2L  
6424-2M

E  
C  
D  
D  
D  
D  
D  
D  
D  
D  
F  
G  
A

6424-3A  
6424-3B  
6424-3C  
6424-3D  
6424-3E  
6424-3F  
6424-3G  
6424-3H  
6424-3I  
6424-3J  
6424-3K  
6424-3L  
6424-3M

E  
C  
D  
D  
D  
D  
D  
D  
D  
D  
D  
F  
G  
A

Property of Cook County Clerk's Office

85 329 269

UNOFFICIAL COPY

Street Address of

Building - Unit Number

Label

Label	Street Address of Building - Unit Number
A	0432-2A
B	0432-2B
C	0432-2C
D	0432-2D
E	0432-2E
F	0432-2F
G	0432-2G
H	0432-2H
I	0432-2I
J	0432-2J
K	0432-2K
L	0432-2L
M	0432-2M
N	0432-2N
O	0432-2O
P	0432-2P
Q	0432-2Q
R	0432-2R
S	0432-2S
T	0432-2T
U	0432-2U
V	0432-2V
W	0432-2W
X	0432-2X
Y	0432-2Y
Z	0432-2Z
A	0432-3A
B	0432-3B
C	0432-3C
D	0432-3D
E	0432-3E
F	0432-3F
G	0432-3G
H	0432-3H
I	0432-3I
J	0432-3J
K	0432-3K
L	0432-3L
M	0432-3M
N	0432-3N
O	0432-3O
P	0432-3P
Q	0432-3Q
R	0432-3R
S	0432-3S
T	0432-3T
U	0432-3U
V	0432-3V
W	0432-3W
X	0432-3X
Y	0432-3Y
Z	0432-3Z
A	0432-4A
B	0432-4B
C	0432-4C
D	0432-4D
E	0432-4E
F	0432-4F
G	0432-4G
H	0432-4H
I	0432-4I
J	0432-4J
K	0432-4K
L	0432-4L
M	0432-4M
N	0432-4N
O	0432-4O
P	0432-4P
Q	0432-4Q
R	0432-4R
S	0432-4S
T	0432-4T
U	0432-4U
V	0432-4V
W	0432-4W
X	0432-4X
Y	0432-4Y
Z	0432-4Z
A	0432-5A
B	0432-5B
C	0432-5C
D	0432-5D
E	0432-5E
F	0432-5F
G	0432-5G
H	0432-5H
I	0432-5I
J	0432-5J
K	0432-5K
L	0432-5L
M	0432-5M
N	0432-5N
O	0432-5O
P	0432-5P
Q	0432-5Q
R	0432-5R
S	0432-5S
T	0432-5T
U	0432-5U
V	0432-5V
W	0432-5W
X	0432-5X
Y	0432-5Y
Z	0432-5Z

Property of Cook County Clerk's Office

0432 052 20



# UNOFFICIAL COPY

Street Address of  
Building - Unit Number

Model

6414-1A  
6414-1B  
6414-1C  
6414-1D  
6414-1E  
6414-1F  
6414-1G  
6414-1H  
6414-1I  
6414-1J  
6414-1K

A  
B  
C  
D  
D  
D  
D  
D  
D  
D  
C  
E

6414-2A  
6414-2B  
6414-2C  
6414-2D  
6414-2E  
6414-2F  
6414-2G  
6414-2H  
6414-2I  
6414-2J  
6414-2K

A  
B  
C  
D  
D  
D  
D  
D  
D  
C  
E

6414-3A  
6414-3B  
6414-3C  
6414-3D  
6414-3E  
6414-3F  
6414-3G  
6414-3H  
6414-3I  
6414-3J  
6414-3K

A  
B  
C  
D  
D  
D  
D  
D  
D  
C  
E

Property of Cook County Clerk's Office

85 329 269

# UNOFFICIAL COPY

Rolling - Unit Number

Model

A  
B  
C  
D  
E  
F  
G  
H  
I  
J  
K  
L  
M  
N  
O  
P  
Q  
R  
S  
T  
U  
V  
W  
X  
Y  
Z

01-0100  
01-0101  
01-0102  
01-0103  
01-0104  
01-0105  
01-0106  
01-0107  
01-0108  
01-0109  
01-0110  
01-0111  
01-0112  
01-0113  
01-0114  
01-0115  
01-0116  
01-0117  
01-0118  
01-0119  
01-0120  
01-0121  
01-0122  
01-0123  
01-0124  
01-0125  
01-0126  
01-0127  
01-0128  
01-0129  
01-0130  
01-0131  
01-0132  
01-0133  
01-0134  
01-0135  
01-0136  
01-0137  
01-0138  
01-0139  
01-0140  
01-0141  
01-0142  
01-0143  
01-0144  
01-0145  
01-0146  
01-0147  
01-0148  
01-0149  
01-0150  
01-0151  
01-0152  
01-0153  
01-0154  
01-0155  
01-0156  
01-0157  
01-0158  
01-0159  
01-0160  
01-0161  
01-0162  
01-0163  
01-0164  
01-0165  
01-0166  
01-0167  
01-0168  
01-0169  
01-0170  
01-0171  
01-0172  
01-0173  
01-0174  
01-0175  
01-0176  
01-0177  
01-0178  
01-0179  
01-0180  
01-0181  
01-0182  
01-0183  
01-0184  
01-0185  
01-0186  
01-0187  
01-0188  
01-0189  
01-0190  
01-0191  
01-0192  
01-0193  
01-0194  
01-0195  
01-0196  
01-0197  
01-0198  
01-0199

Property of Cook County Clerk's Office

02 350 500

# UNOFFICIAL COPY

EXHIBIT B TO  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
RIDGE VILLAGE CONDOMINIUMS AND EASEMENTS  
RELATING TO THE UNCONVERTED AREA

THAT PART OF LOT 3 AND THAT PART OF THE NORTH 24 FEET OF LOT 4 LYING WEST OF THE CENTER LINE OF RIDGE ROAD IN THE CIRCUIT COURT OF COOK PARTITION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 302.40 FEET OF SAID LOT 4 AND THE WEST 272.0 FEET OF SAID LOT 3 AND EXCEPT THAT PART OF LOTS 3 AND 4 ORIGINALLY TAKEN FOR RIDGE ROAD AND AS NOW OCCUPIED AND WIDENED), IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOTS 4 AND 5 LYING WEST OF THE CENTER LINE OF RIDGE ROAD IN THE CIRCUIT COURT PARTITION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT FROM SAID LOT 5 THE SOUTH 1 ACRE OF THAT PART LYING WEST OF THE CENTER LINE OF RIDGE ROAD CONVEYED TO THE CATHOLIC BISHOP OF CHICAGO BY DEED RECORDED NOVEMBER 10, 1880 IN BOOK 1032, PAGE 534, AND EXCEPT THE WEST 302.40 FEET OF EACH OF SAID LOTS 4 AND 5, ALSO EXCEPT THE NORTH 24 FEET OF SAID LOT 4, ALSO EXCEPT THAT PART OF SAID LOTS 4 AND 5 ORIGINALLY TAKEN FOR RIDGE ROAD AND AS NOW OCCUPIED AND WIDENED), IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM ALL OF THE ABOVE, ALL OF THE FOLLOWING DESCRIBED PROPERTY.

THAT PART OF LOTS 3 AND 4 DESCRIBED AS FOLLOWS:-BEGINNING AT A POINT 332.57 FEET EAST OF THE WEST LINE OF LOT 3 AND 39.75 FEET SOUTH OF THE NORTH LINE OF LOT 3; THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF LOT 3, 194.83 FEET; THENCE SOUTH, 65.23 FEET; THENCE WEST, 28.05 FEET; THENCE NORTH 31.10 FEET; THENCE WEST 143.25 FEET; THENCE SOUTH 33.35 FEET; THENCE EAST 19.52 FEET; THENCE SOUTH 22.54 FEET; THENCE WEST 43.05 FEET; THENCE NORTH 82.33 FEET; THENCE WEST 2.08 FEET; THENCE NORTH 4.59 FEET; THENCE EAST 2.08 FEET; THENCE NORTH 3.10 FEET TO THE POINT OF BEGINNING, SAID LOTS 3 AND 4 BEING IN THE CIRCUIT COURT PARTITION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOTS 3 AND 4 DESCRIBED AS FOLLOWS:-BEGINNING AT A POINT 553.03 FEET EAST OF THE WEST LINE OF LOT 3 AND 39.95 FEET SOUTH OF THE NORTH LINE OF LOT 3; THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF LOT 3, 147.58 FEET; THENCE NORTH 2.10 FEET; THENCE EAST 4.59 FEET; THENCE SOUTH 2.10 FEET; THENCE EAST 13.58 FEET; THENCE SOUTH 76.0 FEET; THENCE WEST 40.10 FEET; THENCE NORTH 22.45 FEET; THENCE EAST 15.02 FEET; THENCE NORTH 19.50 FEET; THENCE WEST 109.57 FEET; THENCE SOUTH 31.0 FEET; THENCE WEST 28.10 FEET; THENCE NORTH 65.05 FEET TO THE POINT OF BEGINNING, SAID LOTS 3 AND 4 BEING IN CIRCUIT COURT PARTITION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOTS 4 AND 5 DESCRIBED AS FOLLOWS:-BEGINNING AT A POINT 332.56 FEET EAST OF THE WEST LINE OF LOT 4 AND 29.41 FEET SOUTH OF THE NORTH LINE OF LOT 4; THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF LOT 4, 43.05 FEET; THENCE EAST, 143.16 FEET; THENCE NORTH, 30.85 FEET; THENCE EAST, 28.06 FEET; THENCE SOUTH 65.08 FEET; THENCE WEST, 194.75 FEET; THENCE NORTH, 3.12 FEET; THENCE WEST, 2.08 FEET; THENCE NORTH, 4.83 FEET; THENCE EAST, 2.08 FEET; THENCE NORTH, 82.12 FEET TO THE POINT OF BEGINNING, SAID LOTS 4 AND 5 BEING IN CIRCUIT COURT PARTITION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

05 329 269

UNOFFICIAL COPY

PROPERTY OF COOK COUNTY CLERK'S OFFICE

THE PART OF THE LAND... THE PART OF THE LAND... THE PART OF THE LAND...

THE PART OF THE LAND... THE PART OF THE LAND... THE PART OF THE LAND...

THE PART OF THE LAND... THE PART OF THE LAND... THE PART OF THE LAND...

08 258 SPB

THE PART OF THE LAND... THE PART OF THE LAND... THE PART OF THE LAND...

THE PART OF THE LAND... THE PART OF THE LAND... THE PART OF THE LAND...

# UNOFFICIAL COPY

THAT PART OF LOTS 4 AND 5 DESCRIBED AS FOLLOWS:-BEGINNING AT A POINT 553.27 FEET EAST OF THE WEST LINE OF LOT 4 AND 54.33 FEET SOUTH OF THE NORTH LINE OF LOT 4; THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF LOT 4, 27.98 FEET; THENCE SOUTH, 30.96 FEET; THENCE EAST, 109.75 FEET; THENCE NORTH, 19.50 FEET; THENCE WEST, 15.02 FEET; THENCE NORTH, 22.55 FEET; THENCE EAST, 43.03 FEET; THENCE SOUTH, 76.09 FEET; THENCE WEST, 13.33 FEET; THENCE SOUTH, 2.10 FEET; THENCE WEST, 4.83 FEET; THENCE NORTH, 2.10 FEET; THENCE WEST, 147.58 FEET; THENCE NORTH, 65.0 FEET TO THE POINT OF BEGINNING, SAID LOTS 4 AND 5 BEING IN CIRCUIT COURT PARTITION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31 TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1985 DEC 18 PM 12:12

85329269

223  
6 copies

85 329 269



# UNOFFICIAL COPY

PROPERTY OF COOK COUNTY CLERK'S OFFICE

Property of Cook County Clerk's Office

82353588

DEC 18 PM 13:13  
CLERK OF COOK COUNTY  
ILLINOIS

*Handwritten signature*

82353588