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PLAT DOCUMENT

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KEELER TERRACE CONDOMINIUM

AMENDED
DECLARATION OF
CONDOMINIUM OWNERSHIP AND
BYLAWS, EASEMENTS, RESTRICTIONS
AND COVENANTS

51123428

Property of Cook County Clerk's Office

for the premises at

4147 NORTH KEELER
CHICAGO, ILLINOIS

P.I.N. 13-15-16-003

NAME: KEELER TERRACE CONDOMINIUM

86490355



Prepared By and Return to:

Debra C. Price
CARRANE, ZWIRN, NEWMAN & FREIFELD
100 North LaSalle Street
Chicago, Illinois 60602

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AMENDED

DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS,
EASEMENTS, RESTRICTIONS AND COVENANTS FOR
KEELER TERRACE CONDOMINIUMS

WHEREAS, the Trustee is the legal title holder of the following described real estate commonly known as 4147 North Keeler, in the City of Chicago, County of Cook, and State of Illinois:

Lot 5 in block 19 in Irving Park being a subdivision in Section 15 and Section 22, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 13-15-416-005

WHEREAS, by the Declaration of Condominium Ownership and of By-Laws, Easements, Restrictions and Covenants for KEELER TERRACE (the "Declaration") recorded with the Recorder of Deeds of Cook County, Illinois on July 3, 1985, as Document No. 85-087505 the above described real estate was submitted to the Illinois Condominium Property Act.

WHEREAS, at the time of the recordation of the Declaration of Condominium a one story building containing three residential units was under construction.

WHEREAS, by Paragraph 23 of said Declaration the Trustee reserved the right to record at such time as the building was substantially completed and the structural components in place, either an amended survey or a new Declaration and Survey, showing the actual location and dimensions of all unit boundaries in the building, and containing any other modifications deemed necessary by Trustee and not inconsistent with the Act.

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WHEREAS, the building has been completed and all the structural components are now in place.

NOW, THEREFORE, Bank of Ravenswood, as Trustee, and not individually, under Trust Agreement dated February 10, 1983, and known as Trust No. 0-25-6303 pursuant to Paragraph 23 of said Declaration has elected to exercise its rights thereunder and to amend said Declaration in toto and to record an amended Declaration and an amended Survey attached thereto as Amended Exhibit A as follows:

ARTICLE I

1.0 DEFINITIONS

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

1.01. Act

Means the "Condominium Property Act," as amended from time to time, of the State of Illinois.

1.02 Declaration

The instrument by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as from time to time amended.

1.03 Code

Code means the City of Chicago Code as amended from time to time.

1.04 Parcel

The parcel or tract of real estate, described in the Declaration, submitted to the provisions of the Act.

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WILLIAMS, the building has been destroyed and the structural components are now in place.

NOW, THEREFORE, that of government, as provided, and not individually, under "Trust Agreement dated January 1, 1963, and known as Trust No. 6-28-63" pursuant to the terms of said decision has elected to exercise the rights provided and to amend said decision in accordance with an amended decision and to amend said decision as amended attached hereto as Amended Exhibit A as follows:

ARTICLE I

1.0 DEFINITIONS

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

1.01. Act

Means the "Consolidated Property Act," as amended from time to time, of the State of Illinois.

1.02. Decision

The instrument by which the property is conveyed in the provisions of the Act, as amended, provided, and such decision as from time to time amended.

1.03. Code

Means the City of Chicago Code as amended from time to time.

1.04. Parcel

The parcel or parcel of real estate, associated in the decision, submitted to the provisions of the Act.

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1.05 Property

All the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

1.06 Unit

A part of the property designed and intended for any type of independent use: a separate three-dimensional area within the condominium identified as such in the Declaration and on the condominium plat and shall include all improvements contained within such area except those excluded in the Declaration.

1.07 Common Elements

All portions of the Property except the units, including Limited Common Elements unless otherwise expressly specified herein. The Common Elements include, without limitation, the land, foundations, walls, front and rear sidewalks, entrances and exits, roofs, garage structure and roof, shrubbery, master television antenna system (whether leased or owned), pipes, ducts, flues, shafts, electrical wiring and conduits (except pipes, ducts, flues, shafts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), central heating and ventilating systems servicing the Common Elements (but excluding those individual heating, cooling and ventilating systems or equipment situated entirely within a Unit and serving only such Unit), public utility lines, structural parts of the Building, garbage and receiving areas, outside walks, landscaping, fence around back and side yards and all other portions of the property except the individual units. Any references to "Common Elements" appearing on the Plat, as hereinafter defined (except references to Limited Common Elements), shall be deemed solely for purposes of general information and shall not be limiting in any way, nor shall any such reference define the Common Elements in any way.

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1.08 Person

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

1.09 Unit Owner

The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

1.10 "Majority" or "Majority of the Unit Owners"

The owners of more than fifty percent (50%) in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership. "Majority" or "Majority of the Members of the Board of Managers" means more than 50% of the total number of persons constituting such Board pursuant to the By-laws. Any specified percentage of the members of the Board of Managers means that percentage of the total number of persons constituting such Board pursuant to the By-laws.

1.11 Plat

A plat or plats of survey of the Parcel and of all Units in the property submitted to the provisions of this Act, which may consist of a three-dimensional horizontal and vertical delineation of all such Units attached as Amended Exhibit A.

1.12 Condominium Instruments

All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Amended Declaration, By-laws and plat.

1.13 Common Expense

The proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board of Managers of the Unit Owner's Association.

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1.14 Reserves

Those sums paid by Unit Owners which are separately maintained by the Board of Managers for purposes specified by the Board of Managers or the condominium instruments.

1.15 Unit Owners' Association or Association

The Association of all Unit Owners, acting pursuant to Bylaws through its duly elected Board of Managers.

1.16 Purchaser

Any person or persons other than the Developer who purchase a Unit in a bona fide transaction for value.

1.17 Record

Means to record in the Office of the Recorder of Deeds or, whenever required to file, in the Office of the Registrar of Titles of the County wherein the property is located.

1.18 Building

All structures located on the parcel, attached or unattached, forming a part of the property, containing one or more Units, as shown by the Plat.

1.19 Occupant

A person or persons, other than a Unit Owner, in possession of one or more Units.

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1.1.1 Section 1.1.1

These rules shall apply to all persons who are employed by the Board of Directors of the Cook County Clerk's Office and who are subject to the provisions of the Cook County Clerk's Office Rules and Regulations.

1.1.2 Section 1.1.2

The Board of Directors of the Cook County Clerk's Office shall have the authority to hire, fire, promote, demote, suspend, and discipline any person employed by the Board of Directors of the Cook County Clerk's Office.

1.1.3 Section 1.1.3

All persons employed by the Board of Directors of the Cook County Clerk's Office shall be subject to the provisions of the Cook County Clerk's Office Rules and Regulations.

1.1.4 Section 1.1.4

The Board of Directors of the Cook County Clerk's Office shall have the authority to hire, fire, promote, demote, suspend, and discipline any person employed by the Board of Directors of the Cook County Clerk's Office.

1.1.5 Section 1.1.5

The Board of Directors of the Cook County Clerk's Office shall have the authority to hire, fire, promote, demote, suspend, and discipline any person employed by the Board of Directors of the Cook County Clerk's Office.

1.1.6 Section 1.1.6

The Board of Directors of the Cook County Clerk's Office shall have the authority to hire, fire, promote, demote, suspend, and discipline any person employed by the Board of Directors of the Cook County Clerk's Office.

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1.20 Voting Member

The person entitled to exercise all voting power in respect to each Unit ownership.

1.21 By-laws

The provisions for the administration of the property, including, but not limited to, assessment, maintenance, use and occupancy, all as hereinafter set forth, or as the same may be from time to time duly amended, the same to have full force and effect whether applied to or by the Trustee, the Developer, as hereinafter defined, the Board or the Association, as hereinafter defined. Articles XV, XVI, XVII, XVIII and XIX hereof shall constitute the By-laws of the Association.

1.22 Association

KEELER TERRACE CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation.

1.23 Board

The parties determined pursuant to Article VII hereof, and who are vested with the authority and responsibility of administering the Property.

1.24 Building

Means all structures, attached or unattached, containing one or more units.

1.25 Meeting of the Board of Managers

Means any gathering of a majority of the members of the Board of Managers held for the purpose of discussing Board business.

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1.20 Voting Rights

The person entitled to exercise his voting power in respect to each unit ownership.

1.21 By-Laws

The provisions for the administration of the property, including but not limited to, maintenance, repair, use and occupancy. All as hereinafter set forth. The same may be from time to time amended by the Board of Trustees, the Developer, as hereinafter defined, the Association, as hereinafter defined, or the members of the Association.

1.22 Association

THE ASSOCIATION OF HOMEOWNERS OF THE PROJECT, a non-profit corporation.

1.23 Board

The parties identified herein to Article II hereof, and who are vested with the authority and responsibility of administering the Property.

1.24 Building

Now, all structures, divided or undivided, containing one or more units.

Meeting of the Board of Trustees

Notwithstanding to a meeting of the members of the Board of Trustees held for the purpose of discussing business.

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1.26 Garage

The area provided for parking automobiles is a one story brick garage as shown or referred to on the plat. The indoor garage area provides enclosed parking designated as G-1, G-2 and G-3. These indoor parking garages shall be limited common elements and are assigned by Exhibit B.

1.27 Limited Common Elements

Means a portion of the common elements so designated in the Declaration or on the Plat as being reserved for the use of a certain unit or units to the exclusion of other units.

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1.56 Garage

The area provided for storage of materials and equipment shall be shown on the plan as shown on the plan. The area provided for storage of materials and equipment shall be shown on the plan as shown on the plan. The area provided for storage of materials and equipment shall be shown on the plan as shown on the plan.

1.57 Limited Common Elements

Where a portion of the common elements is located in the exterior of the building, the portion of the common elements shall be shown on the plan as shown on the plan. The portion of the common elements shall be shown on the plan as shown on the plan.

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ARTICLE II

2.0 UNITS

2.01 Description.

All Units located on the property are delineated on the survey, referred hereto as Amended Exhibit "A" and made a part of this Declaration and listed on Exhibit "B" which are attached hereto and made a part of this Amended Declaration, recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. _____ .

It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth and identified as a Unit in the delineation thereof in Amended Exhibit "A". The legal description of each Unit shall consist of the identifying number or symbol of such Unit followed by the legal description of the property, as shown on Amended Exhibit "A". No Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause the Unit to be separated into any tracts or parcels different from the whole Unit as shown on Amended Exhibit "A".

To the extent that perimeter and partition walls, floor or ceilings are designated as the boundaries of the units or of any specified units, all decorating, wall and floor coverings, paneling, molding, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof, shall be deemed a part of such units, while all other portions of such walls, floors or ceilings shall be deemed part of the common elements. All space and other fixtures and improvements within the boundaries of a unit shall be deemed a part of that unit.

2.02 Certain Structures Not Constituting Part of a Unit.

No structural components of the building, and no pipes, wires, conduits, public utility lines, ducts, flues and shafts situated within a Unit and forming part of any system serving one or more Units, nor the Common Elements, shall be deemed part of said Unit. If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lies partially within and partially outside of the designated boundaries of a unit, any portions thereof serving only that unit shall be deemed a part of that unit, while any portions thereof serving more than one unit or any portion of the common elements shall be deemed a part of the common elements.

ARTICLE III

3.0 COMMON ELEMENTS

3.01 Description.

Except as otherwise in this Amended Declaration provided, the Common Elements shall consist of all portions of the property except the Units including limited Common Elements unless otherwise expressly specified herein. Without limiting the generality of the foregoing, the Common Elements shall include the land, foundations, walls, front and rear sidewalks, entrances and exits, roofs, garage structure and roof, shrubbery, master television antenna system (whether leased or owned), pipes, ducts, flues, shafts, electrical wiring and conduits (except pipes, ducts, flues, shafts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), central heating and ventilating systems servicing the Common Elements (but excluding those individual heating, cooling and ventilating systems or equipment situated entirely within a Unit and serving only such Unit), public utility lines, structural parts of the Building, garbage and receiving areas, outside walks, landscaping fence around back and side yards and all other portions of the property except the individual units. Any references to "Common Elements" appearing on the Plat, as hereinbefore defined (except references to Limited Common Elements), shall be deemed solely for purposes of general information and shall not be limiting in any way, nor shall any such reference define the Common Elements in any way.

3.02 Ownership of Common Elements

Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Unit Owners of the property, and, except as otherwise limited in this Amended Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Amended Declaration, which right shall be appurtenant to and run with his Unit. Such right shall extend to each Unit Owner, and the agents, servants, tenants, family members, and invitees of each Unit Owner. Each Unit Owner's interest shall be expressed by a percentage amount and, once determined, shall remain constant and may not be changed without unanimous approval of all Unit

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Owners, unless hereafter changed by recorded amendment to this Amended Declaration consented to in writing by all Unit Owners. The Trustee has so determined each Unit's corresponding percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto and each Unit Owner accepts such determination.

3.03 Limited Common Elements

(a) Description

Except as otherwise in this Amended Declaration provided, the Limited Common Elements, if any, shall consist of all portions of the Common Elements set aside and allocated for the restricted use of particular Units. Without limiting the generality of the foregoing, the Limited Common Elements are: backyard open porches, back and side yards, the front lawn and front bushes which are hereby assigned to Unit 1, indoor parking garages described in the plat as G-1, G-2, and G-3, individual garage doors and concrete garage floors, area on the North side of garage, area on South side the garage. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving his Unit exclusively. These indoor garage spaces are hereby assigned by Exhibit B. Each Unit Owner will be responsible for repairs, maintenance and replacements for the Limited Common Elements serving his own Unit.

(b) Transfer of Limited Common Elements

Every deed, lease, mortgage or other instrument which shall convey an interest in a Unit shall be deemed good and sufficient to convey also the right to the exclusive use and possession of the Limited Common Elements serving the Unit.

The use of Limited Common Elements may be transferred between Unit Owners at their expense, provided the transfer may be made only in accordance with the Condominium Instruments and the provisions of the Act. Each transfer shall be made by an amendment to this Amended Declaration executed by all Unit Owners who are parties to the transfer and consented to by all other Unit Owners who have any right to use the Limited Common Elements affected. The amendment shall contain a certificate showing that a copy of the amendment has been delivered to the Board of Managers. The amendment shall contain a statement from the parties involved in the transfer which sets forth any changes in the parties' respective percentage of ownership in the Common Elements. Rights and obligations in respect to any Limited Common Element shall not be affected, nor shall any transfer of it be effective, unless a transaction is in compliance with the requirements of this Section.

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Two copies of this document shall be prepared and one copy shall be retained by the County Clerk's Office and the other copy shall be retained by the Board of Supervisors. This document shall be subject to the provisions of the Freedom of Information Act, 5 U.S.C. 552, and the Illinois Freedom of Information Act, 5 ILCS 146/0.01 et seq.

Article 1. General Provisions

(a) Description

The Board of Supervisors hereby certifies that the following is a true and correct copy of the original document as it appears in the records of the Board of Supervisors. The Board of Supervisors is not responsible for the accuracy or completeness of the information contained herein, nor for the consequences of any reliance thereon. The Board of Supervisors is not liable for any damages, including reasonable attorneys' fees, incurred by any person as a result of its actions or inactions in connection with this document. The Board of Supervisors is not responsible for the accuracy or completeness of the information contained herein, nor for the consequences of any reliance thereon. The Board of Supervisors is not liable for any damages, including reasonable attorneys' fees, incurred by any person as a result of its actions or inactions in connection with this document.

(b) General Provisions

The Board of Supervisors hereby certifies that the following is a true and correct copy of the original document as it appears in the records of the Board of Supervisors. The Board of Supervisors is not responsible for the accuracy or completeness of the information contained herein, nor for the consequences of any reliance thereon. The Board of Supervisors is not liable for any damages, including reasonable attorneys' fees, incurred by any person as a result of its actions or inactions in connection with this document. The Board of Supervisors is not responsible for the accuracy or completeness of the information contained herein, nor for the consequences of any reliance thereon. The Board of Supervisors is not liable for any damages, including reasonable attorneys' fees, incurred by any person as a result of its actions or inactions in connection with this document.

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(c) Leasing of Indoor Parking Garages.

Leasing of indoor parking garages shall be subject to Board approval if the lease involves a non-unit owner. The Association must be notified, in writing, twenty-one (21) days prior to the execution of the rental agreement with a non-unit owner.

Between Unit Owners, the Association must be notified in writing of any rental agreement at the time of the execution of the agreement.

(e) Termination of Leases Of Indoor Parking Garages.

Upon the sale of a unit by a Unit Owner, any indoor parking garage lease related to the unit is terminated. The Unit Owner has thirty (30) days prior to the termination of the lease in which to notify the indoor parking garage tenant of such termination.

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ARTICLE IV - ASSIGNMENT OF INTERESTS (b)

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... this ...
... in writing ...
... of the ...

ARTICLE V - TERMINATION OF LEASE (c)

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ARTICLE IV

4.0 GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

4.01 Submission of Property to Provisions of Act.

The property is hereby submitted to the provisions of the Act.

4.02 No Severance of Ownership.

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

4.03 Easements

(a) Encroachments.

If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any portion of the Common Elements or any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of any building, a valid mutual easement shall exist in favor of the owners of the Common Elements and the respective Unit Owners involved to the extent of the encroachment. A valid easement shall not exist in favor of any Unit Owner who creates an encroachment by his intentional, willful or negligent conduct or that of his agent.

(b) Utility Easements.

The Illinois Bell Telephone Company, Commonwealth Edison Company and all other public utilities serving the property are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment related to their service to the property, into and through the common elements, and the Units, where reasonably necessary for the purpose of providing utility services to the property.

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MEMORANDUM

TO: THE HONORABLE CHIEF OF POLICE

FROM: THE HONORABLE CHIEF OF POLICE

RE: [Illegible subject line]

DATE: [Illegible date]

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[Illegible signature]

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4.04 Easements and Rights to Run With Land.

All easements and rights described herein are easements and rights running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the trustee, its successors and assigns, and any Unit Owner, purchaser, mortgagee, and other person having an interest in the property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this article, or described in any other part of this Amended Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and Trustees of such Unit ownership as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

4.05 Easement for Cable Television.

A majority of more than 50% of the residential Unit Owners (if the easement does not affect the commercial) at a meeting of Unit Owners duly called for such purpose may authorize the granting of an easement for the laying of cable television cable. The granting of such easement shall be according to the terms and conditions of the local ordinance providing for cable television in Chicago, Illinois.

5.0 COMMON EXPENSES, MORTGAGES, AND REAL ESTATE TAXES

5.01 Common Expenses.

Each Unit Owner shall pay his proportionate share of the common expenses of administration, maintenance, and repair of the Common Elements and of any other expenses incurred in conformance with this Amended Declaration and by-laws or otherwise lawfully agreed upon. Such proportionate share of the common expenses for each Unit Owner shall be in the same ratio as his percentage of ownership in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the Bylaws. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the property as provided in the Act.

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4.04 Easement for Cable Television

All easements and rights reserved herein shall be deemed to include the right to install, maintain, repair, replace, upgrade, and remove any and all equipment, materials, and facilities necessary for the installation, maintenance, repair, replacement, and removal of cable television systems, including but not limited to poles, conduits, cables, and other equipment, and to use any and all existing easements, rights-of-way, and other facilities for the same. This easement shall be deemed to include the right to use any and all existing easements, rights-of-way, and other facilities for the same, and to use any and all existing easements, rights-of-way, and other facilities for the same. This easement shall be deemed to include the right to use any and all existing easements, rights-of-way, and other facilities for the same, and to use any and all existing easements, rights-of-way, and other facilities for the same.

4.05 Easement for Cable Television

A majority of the Board of Directors of the Company shall have the right to grant, modify, or terminate this easement. The Board of Directors shall have the right to grant, modify, or terminate this easement, and to use any and all existing easements, rights-of-way, and other facilities for the same. This easement shall be deemed to include the right to use any and all existing easements, rights-of-way, and other facilities for the same, and to use any and all existing easements, rights-of-way, and other facilities for the same.

5.0 COMMON ELEMENTS, ROOSTERS, AND THE RULE BOOK

5.01 Common Elements

Each Unit Owner shall be responsible for the maintenance, repair, and replacement of the common elements of the Condominium. The common elements shall include but not be limited to the roof, exterior walls, foundation, and other structural elements of the building. This section shall be deemed to include the right to use any and all existing easements, rights-of-way, and other facilities for the same, and to use any and all existing easements, rights-of-way, and other facilities for the same.

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It shall be the duty of the developer to pay a proportionate share of the common expenses for each unit which has not been sold by such developer. The proportionate share shall be in the same ratio as his percentage of ownership in the common elements set forth in this Amended Declaration.

Any non-recurring common expense, any common expense not set forth in the budget as adopted, and any increase in assessment over the amount adopted shall be separately assessed against all unit owners. Any such separate assessments shall be subject to approval by the affirmative vote of at least two-thirds of the unit owners voting at a meeting of unit owners duly called for the purpose of approving the assessment if it involves proposed expenditures resulting in a total payment assessed to a unit equal to the greater of five times the unit's most recent common expense assessment calculated on a monthly basis or \$300.00.

5.02 Separate Mortgages.

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

5.03 Separate Real Estate Taxes.

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

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It shall be the duty of the developer to pay a proportional share of the common expenses for each unit which has not been sold by such developer. The proportional share shall be in the same ratio as the percentage of ownership in the common elements set forth in this amended Declaration.

Any non-terminating common expense, any common expense not set forth in the Declaration and any expense not assessment over the amount specified shall be apportioned against all unit owners. All such expenses shall be subject to approval by the declaration and shall be subject to the approval of the Unit Owners meeting or a committee of the Unit Owners. The amount of any such expense shall be assessed to a unit equal to the percentage of the unit's most recent common expense assessment contained in a monthly payment of \$300.00.

5.02 Separate Maintenance.

Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his respective Unit together with the respective Common Interest in the Common Elements. No Unit Owner shall have the right or authority to make or cause to be made or extended any mortgage or encumbrance on other than the interest in the property of his Unit, except only to the extent of his Unit and the respective ownership interest in the Common Elements.

5.03 Separate Real Estate Taxes.

If it is understood that real estate taxes shall be separately levied on each Unit owner and his Unit and the corresponding percentage of ownership in the Common Elements as provided in the Act, then the Unit Owner shall not be liable for real estate taxes levied on the property as a whole, but each Unit Owner shall pay his proportional share thereof as determined with the respective percentage of ownership interest in the Common Elements.

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ARTICLE VI

6.0 INSURANCE

6.01 Fire, Hazard and Other Insurance.

The Board shall have the authority to and shall obtain the following insurance for the Property:

(i) Insurance on the Property, including the Units and the Common Elements, against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsements, in an amount sufficient to prevent the insured from being a co-insurer within the terms of the applicable policies, but in any event in an amount not less than one hundred percent (100%) of the full insurable replacement cost thereof. The "full insurable replacement cost" of the property, including the Units and the Common Elements, shall be determined from time to time by the Board, which determination may be based upon appropriate insurance appraisals. Insurable replacement cost shall be deemed to be the cost of restoring the Common Elements, Units or any part thereof, to substantially the same condition in which they existed prior to damage or destruction. The cost of any and all such appraisals shall be Common Expenses.

(ii) Insurance on the Property (exclusive of the Parcel and excavations, foundations and footings) against all loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes installed in, on or about said property, without co-insurance clause so long as available, in such amount as the Board shall deem desirable.

(iii) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any Unit Owner, occurring in, on or about the property or upon, in or about the streets and passageways and other areas adjoining the property, such public liability and property damage insurance to afford protection to such limits as the Board shall deem desirable (but in no event for less than Five Hundred Thousand and NO/100 (\$500,000.00) Dollars with respect to liability for personal injury or property damage arising out of a single accident).

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ARTICLE IV

SECTION 1.0

1.01 Fire, Tornado and Other Insurance

The Board shall have the authority to and shall obtain the following insurance for the Corporation:

(i) Insurance on the property, including the Common Elements, against loss or damage by fire, lightning, explosion, riot, strike, sabotage, theft, burglary, and other causes, including extended coverage and replacement cost endorsement, in an amount sufficient to pay the cost of replacement from being a co-insured within the limits of the policy, but in any event in an amount not less than the full replacement value of the property, including the Common Elements, and the replacement value determined from time to time by the insurer, and the cost of replacement may be based upon replacement cost shall be deemed to be the cost of replacement, which cost shall be deemed to be the cost of replacement, which cost shall be deemed to be the cost of replacement, which cost shall be deemed to be the cost of replacement. The cost of such insurance shall be Common Expenses.

(ii) Insurance on the property (including the Common Elements and excavations, foundations and buildings) against loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes, and other causes, including extended coverage and replacement cost endorsement, in an amount sufficient to pay the cost of replacement from being a co-insured within the limits of the policy, but in any event in an amount not less than the full replacement value of the property, including the Common Elements, and the replacement value determined from time to time by the insurer, and the cost of replacement may be based upon replacement cost shall be deemed to be the cost of replacement, which cost shall be deemed to be the cost of replacement, which cost shall be deemed to be the cost of replacement. The cost of such insurance shall be Common Expenses.

(iii) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any third person, occurring in, on or about the premises of the Corporation, or in, on or about the premises of any other person, and other causes, including extended coverage and replacement cost endorsement, in an amount not less than the full replacement value of the property, including the Common Elements, and the replacement value determined from time to time by the insurer, and the cost of replacement may be based upon replacement cost shall be deemed to be the cost of replacement, which cost shall be deemed to be the cost of replacement, which cost shall be deemed to be the cost of replacement. The cost of such insurance shall be Common Expenses.

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

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

(vi) Such other insurance (including insurance with respect to officers' and directors' liability) in such reasonable amounts as the Board shall deem desirable.

The premiums for the above described insurance, except as otherwise provided in this Amended Declaration shall be Common Expenses.

All insurance provided for in this Article VI shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Illinois.

All policies of insurance of the character described in clause (i) and (ii) of Section 6.01 of this Article: (i) shall name as insured the Trustee, so long as it has an insurability interest, and the Board as Trustees for the Unit Owners in the percentage established in Exhibit "B" to the Declaration as the respective interests of all of such assured may appear; (ii) shall be without contribution as respects other such policies of insurance carried individually by the Unit Owners whether such other insurance covers their respective Units and/or the additions and improvements made by such Unit Owners to their respective Unit; (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Unit Owners elect to sell the property or remove the property from the provisions of the Act; and (iv) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days prior written notice to the First Mortgagee of each Unit. Policies of insurance of the character described in clause (i) of Section 6.01 of this Article may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance of the character described in clauses (i) and (ii) of Section 6.01 of this Article, any losses under such policies shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Amended Declaration.

All policies of insurance of the character described in clauses (iii), (iv), (v), and (vi) of Section 6.01 of this Article shall name as assured each Unit Owner and their spouses (but as to the insurance described in Section 6.01 (iii) of this Article, only with respect to those portions of the property not reserved for their exclusive use) and the Association, Board and its managing agent, and the other agents and employees of such Association, Board and managing agent and the Trustee and Developer in his or its capacity as a Unit Owner and Board Member. In addition, all policies of insurance of the character described in Section 6.01 (iii) of this Article shall contain an endorsement clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the Trustee, Developer, the managing agent, their respective employees and agents and the Unit Owners and Occupants and shall cover claims of one or more insured parties against other insured parties.

The Association, for the benefit of the Unit Owners and the mortgagee of each Unit, shall pay the premiums on the the policies of insurance described in Section 6.01 of this Article at least thirty (30) days prior to the expiration date of the respective policies and shall notify the First Mortgagee of each Unit of such payment within ten (10) days after the date on which payment is made.

6.02 Payment of Proceeds

The insurance proceeds paid, on account of any such loss shall be payable to the Board, as Trustee for each of the Unit Owners in direct ratio to said Unit Owners respective percentages of ownership in the Common Elements as established in this Amended Declaration, and for the holders of First Mortgages on the Units, if any.

6.03 Insurance and Unit Owners.

Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit and furnishings and personal property therein, and his personal property stored elsewhere on the property, and his personal liability to the extent not covered by the policies of liability insurance obtained by the Board for the Benefit of all of the Unit Owners as above provided. All policies of casualty insurance carried by each Unit Owner shall be without contribution as respects the policies of casualty insurance obtained by the Board for the benefit of all of the Unit Owners as above provided.

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All portions of amendments to the Charter shall be subject to the provisions of Articles (iii), (iv), (v), and (vi) of the Charter. The names of all amendments shall be submitted to the Board and their adoption (but as to the language described in Article 4.01 (b) of the Charter) shall be subject to the provisions of this Article, only with respect to the portion of the Charter not reserved for the Board and the members of the Board and the employees of such Association. Board and employees of such Association shall not be subject to the provisions of this Article. In addition, all portions of amendments to the Charter described in Article 4.01 (b) of the Charter shall contain an endorsement that they do not contain any right to be subject to the provisions of the Charter. The Association, its officers, members of the Board, and employees, the managing agent, and the Board and Government and the Government shall not be subject to the provisions of one or more amended portions of the Charter.

The Association, for the purpose of this Article, shall be deemed to be the mortgagee of each Unit. The provisions of this Article shall be subject to the provisions of Article 4.01 of the Charter. The Association shall be deemed to be the mortgagee of each Unit. The provisions of this Article shall be subject to the provisions of Article 4.01 of the Charter. The Association shall be deemed to be the mortgagee of each Unit. The provisions of this Article shall be subject to the provisions of Article 4.01 of the Charter.

6.02 Payment of Proceeds

The insurance proceeds shall be payable to the Board as trustee for each Unit. The Board shall be deemed to be the mortgagee of each Unit. The provisions of this Article shall be subject to the provisions of Article 4.01 of the Charter. The Association shall be deemed to be the mortgagee of each Unit. The provisions of this Article shall be subject to the provisions of Article 4.01 of the Charter.

6.03 Insurance and Unit Owners

Each Unit Owner shall be responsible for the insurance on the contents of his unit and shall be deemed to be the mortgagee of each Unit. The provisions of this Article shall be subject to the provisions of Article 4.01 of the Charter. The Association shall be deemed to be the mortgagee of each Unit. The provisions of this Article shall be subject to the provisions of Article 4.01 of the Charter.

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Each Unit Owner shall be required to report all additions or alterations to his Unit promptly in writing to the Board, without prior request from the Board or the management agent, and to reimburse the Board for any additional insurance premiums attributable thereto, and he shall be responsible for any deficiency in any insurance loss recovery 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 Unit Owner shall make such report and request the Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board for such additional premiums; and upon the failure of such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. "Additions" or "alterations" shall mean property attached to the Unit and not readily removable without damage to the Unit, including but not limited to, carpeting, special floor or wall covering and paneling. The insurance coverage described in this Section shall not be deemed to include personal property owned by the Unit Owner and not attached to the Unit.

Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board, Trustee, Developer, the manager and managing agent of the property, if any, and their respective employees and agents, for any damage to the Common Elements, the Units, or to any personal property located in the Unit or Common Elements caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance.

6.04 Cancellation of Insurance.

The Board shall be responsible in the event any insurance required under (i), (ii) or (iii) or Section 6.01 of this Article is cancelled, for serving notice of such cancellation upon any person insured thereunder.

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Each Unit Owner shall be required to report all maintenance or alterations to the Unit promptly in writing to the Board, without prior request from the Board or the management, and to reimburse the Board for any additional expenses incurred by the Board in connection therewith, and to hold the Board harmless for any deficiency in any insurance coverage resulting from the failure to so notify the Board. The Board shall not be responsible for obtaining insurance on such alterations, additions, improvements unless the Board is notified in writing in advance and requests the Board to obtain such insurance. The Board shall make arrangements for the payment of such additional premiums and shall not be liable for such Unit Owner to do so, and shall not be liable for the application of any insurance proceeds to the Unit or the alteration, addition or improvement hereon. The Board shall not be liable for the payment of such alterations, additions, improvements or "Additions" or "Alterations" which were not included in the Unit and not readily removable without damage to the Unit, including but not limited to, but not limited to, alterations, improvements and painting. The insurance coverage resulting from this Section shall not be deemed to cover the personal property owned by the Unit Owner and not included in the Unit.

Each Unit Owner hereby warrants and agrees that the Board shall not be liable for any damage to the Unit, alterations, additions, improvements, or "Additions" or "Alterations" which were not included in the Unit and not readily removable without damage to the Unit, including but not limited to, but not limited to, alterations, improvements and painting. The insurance coverage resulting from this Section shall not be deemed to cover the personal property owned by the Unit Owner and not included in the Unit.

2.04 Cancellation of Insurance.

The Board shall be responsible in the event any insurance required under (a), (b) or (c) of Section 2.03 of this Article is cancelled, for providing notice of such cancellation upon any person named in the policy.

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ARTICLE VII

7.0 ADMINISTRATION AND OPERATION

7.01 Administration.

The administration of the property shall be vested in the Board of Managers consisting of the number of persons, and who shall be elected in the manner provided in the By-laws contained herein, as Articles XV, XVI, XVII, XVIII, and XIX. The developer, after the recording of this Declaration, shall cause to be incorporated under the laws of the State of Illinois, a not-for-profit corporation under the name of KEELER TERRACE CONDOMINIUM ASSOCIATION, or a similar name, which corporation shall be the governing body for all the Unit Owners for the maintenance, repair, replacement, administration, and operation of the Common Elements and for such other purposes as are hereinafter provided. The Board of Directors of the Association shall be deemed to be the Board of Managers referred to herein and in the Act.

7.02 Duties and Powers of the Association.

The Unit Owners' Association is responsible for the overall administration of the property through its duly elected Board of Managers. The duties and powers of the Association and its Board shall be those set forth in the Articles of Incorporation, the By-laws, and this Amended Declaration; provided, however, that (i) the terms and provisions of the Act shall control in the event of any inconsistency between the Act on the one hand, and this Amended Declaration, the Articles of Incorporation and the By-laws on the other hand, (ii) the terms and provisions of this Amended Declaration shall control in the event of any inconsistency between this Amended Declaration, on the one hand, and the Articles of Incorporation and the By-laws on the other hand.

7.03 Indemnity.

The members of the Board and the officers thereof or of the Association shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers on behalf of the Unit Owners or the Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Amended Declaration. The liability of any Unit Owner arising out of

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any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or for the Association.

7.04 Board's Determination Binding.

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

7.05 Administration of Property Prior to Election of Initial Board of Managers.

Until the election of the initial Board of Managers, the same rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board of Managers by the Act and in this Amended Declaration and By-laws shall be held and performed by the Developer. The election of the initial Board of Managers shall be held not later than sixty (60) days after the sale or conveyance by the Developer of two out of three (2/3) of the total number of Units or three (3) years after the recording of this Amended Declaration, whichever is earlier. The Developer shall give at least twenty-one (21) days' notice of such meeting to elect the initial Board of Managers and shall provide to any unit owner within three (3) working days of the request, the names, addresses, telephone numbers (if available), and weighted vote of each unit owner entitled to vote at such meeting. Any unit owner shall be provided with the same information within three (3) working days of the request, with respect to each subsequent meeting to elect members of the Board of Managers.

If the initial Board of Managers is not elected by the unit owners at the time so established, the Developer shall continue in office for a period of thirty (30) days, whereupon written notice of his resignation shall be sent to all of the unit owners entitled to vote at such election.

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any contract made by such members or officers or out of the
 officers' liability shall be limited to the amount of the
 liability of such member or officer. The liability of such
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7.04 Board's Determination Binding

In the event of any dispute or disagreement between
 any Unit Owners relating to the interpretation or
 application of any provision of this Declaration or
 any other instrument or agreement, the decision of the
 Board shall be final and binding on each and every Unit
 Owner.

7.05 Administration of the Declaration

Until the election of a Board of Directors, the
 same rights, duties, and obligations vested in or
 by the Declaration shall be exercised by the
 Board of Directors. The Board of Directors shall be
 composed of three (3) members, one of whom shall be
 the President, one the Vice-President, and one the
 Secretary. The Board of Directors shall have the
 authority to manage the affairs of the Association and
 to enforce the Declaration and the rules and regulations
 of the Association. The Board of Directors shall have
 the authority to hire and fire employees of the
 Association and to determine the compensation of such
 employees. The Board of Directors shall have the
 authority to execute any instrument or agreement on
 behalf of the Association and to take any other action
 that may be necessary or appropriate for the
 management and operation of the Association.

If the initial Board of Directors is not elected by the
 Unit Owners as the time so set forth in the
 Declaration, the Board of Directors shall be deemed
 to have been elected on the date of the filing of
 this Declaration and shall have the authority to
 exercise all the powers and duties of the Board of
 Directors.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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Within sixty (60) days following the election of a majority of the Board of Managers other than the Developer, the Developer shall deliver to the Board of Managers:

(1) All original documents as recorded or filed pertaining to the property, its administration, and the Association, such as this Amended Declaration, By-laws, Articles of Incorporation, other condominium instruments, Annual Reports, Minutes, Rules and Regulations, contracts, leases or other agreements entered into by the Association. If any original documents are unavailable, a copy may be provided if certified by affidavit of the Developer, or an officer or agent of the Developer, as being a complete copy of the actual document recorded as filed;

(2) A detailed accounting by the Developer, setting forth the nature of the receipts and expenditures in connection with the management, maintenance, and operation of the property and copies of all insurance policies and a list of any loans or advances to the Association which are outstanding;

(3) Association funds, which shall have been at all times segregated from any other monies of the Developer;

(4) A schedule of all real or personal property, equipment and fixtures belonging to the Association, including documents transferring the property, warranties, if any, for all real and personal property and equipment, deeds, title insurance policies, and all tax bills.

(5) A list of all litigation, administrative action and arbitrations involving the Association, any notices of Governmental bodies involving actions taken or which may be taken concerning the Association, engineering and architectural drawings and specifications as approved by any Governmental authority, all other documents filed with any other Governmental authority, all Governmental certificates, correspondence involving enforcement of any Association requirements, copies of any documents relating to disputes involving unit owners, originals of all documents relating to everything listed in this sub-paragraph.

Any contract, lease, or other agreement made prior to the election of a majority of the Board of Managers other than the Developer by or on behalf of the unit owners, individually or collectively, the unit owners' Association or the Board of Managers, which extends for a period of more than two (2) years

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Within sixty (60) days following the expiration of the term of the Board of Managers or the Developer, the majority of the Board of Managers shall deliver to the Developer...

(1) All original documents, including but not limited to the project plan, the Association's governing documents, such as the Articles of Incorporation, Bylaws, and other documents, together with all other documents entered into or for the Association, and all other documents are herewith assigned to the Developer, as defined in the Declaration, as being a complete copy of the documents recorded as filed.

(2) A detailed accounting of the Association's assets and liabilities, including the names of the creditors and debtors, the amount of the debts and liabilities, and the names of the persons to whom the Association is indebted, shall be delivered to the Developer...

(3) Association funds which are not held in a separate bank account shall be delivered to the Developer...

(4) A detailed accounting of the Association's equipment and fixtures, including but not limited to the Association's office equipment, furniture, and other personal property, shall be delivered to the Developer...

(5) A list of all litigation, arbitration, and other proceedings involving the Association, including but not limited to the Association's obligations to the Association and obligations of the Association to the Association, shall be delivered to the Developer. This list shall include the names of the parties to the proceedings, the nature of the proceedings, and the status of the proceedings. This list shall also include the names of all documents relating to the proceedings, including but not limited to pleadings, motions, and orders.

Any contract, lease, or other agreement entered into by the Developer or the Association, or on behalf of the Association, shall be subject to the approval of the Board of Managers, which approval shall be given in writing to the Developer...

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from the recording of this Amended Declaration shall be subject to cancellation by more than one-half (1/2) of the votes of the unit owners, other than the Developer cast at a special meeting of members called for that purpose during a period of ninety (90) days following expiration of the two (2) year period. At least sixty (60) days prior to the expiration of the two (2) year period, the Board of Managers or, if the Board is still under Developer control, then the Board of Managers or the Developer shall send notice to every unit owner, notifying them of this provision, what contracts, leases and other agreements are affected, and the procedure for calling a meeting of unit owners for the purpose of voting on termination of such contracts, leases or other agreements. During the ninety (90) day period, the other party to the contract, lease or other agreement shall also have the right of cancellation.

The Statute of Limitations for any action in law or equity which the Condominium Association may bring shall not begin to run until the unit owners have elected a majority of the members of the Board of Managers.

8.0 MAINTENANCE, ALTERATIONS, DECORATING

8.01 Maintenance, Repairs, and Replacements.

(a) Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs, and replacements within his own Unit and his Limited Common Elements. Maintenance, repairs, and replacements of the Common Elements shall be furnished by the Board as part of the common expenses, subject to the rules and regulations of the Board.

(b) The Owner of Unit 1 must maintain and repair the limited Common Elements of his Unit. The Owner of Unit 1 must maintain the front lawn, parkway and bushes. A fence cannot be erected around the front lawn or parkway. If the Owner of Unit 1 does not maintain and/or repair the area, the other Unit Owners can hire someone to do the maintenance and repair and the Unit 1 Owner must pay for such maintenance and repair cost. The Owner of Unit 1 must cut the front lawn and parkway every week May through August, and every other week until the season ends. Maintenance includes raking the leaves and snow removal.

(c) The Owner of Unit 1 must maintain the area on the South side of the garage.

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The Board of Directors of Cook County, Illinois, is pleased to announce the results of the recent election for the Board of Directors of Cook County, Illinois. The Board of Directors of Cook County, Illinois, is composed of nine members, each representing a different district. The Board of Directors of Cook County, Illinois, is responsible for the management and operation of Cook County, Illinois. The Board of Directors of Cook County, Illinois, is also responsible for the management and operation of Cook County, Illinois. The Board of Directors of Cook County, Illinois, is also responsible for the management and operation of Cook County, Illinois.

The Board of Directors of Cook County, Illinois, is pleased to announce the results of the recent election for the Board of Directors of Cook County, Illinois. The Board of Directors of Cook County, Illinois, is composed of nine members, each representing a different district. The Board of Directors of Cook County, Illinois, is responsible for the management and operation of Cook County, Illinois. The Board of Directors of Cook County, Illinois, is also responsible for the management and operation of Cook County, Illinois. The Board of Directors of Cook County, Illinois, is also responsible for the management and operation of Cook County, Illinois.

Property of Cook County Clerk's Office

SECTION 1.0. BOARD OF DIRECTORS

1.0.1. Board of Directors

(a) The Board of Directors of Cook County, Illinois, shall be composed of nine members, each representing a different district. The Board of Directors of Cook County, Illinois, shall be elected by the voters of Cook County, Illinois. The Board of Directors of Cook County, Illinois, shall be responsible for the management and operation of Cook County, Illinois. The Board of Directors of Cook County, Illinois, shall also be responsible for the management and operation of Cook County, Illinois.

(b) The Board of Directors of Cook County, Illinois, shall be elected by the voters of Cook County, Illinois. The Board of Directors of Cook County, Illinois, shall be responsible for the management and operation of Cook County, Illinois. The Board of Directors of Cook County, Illinois, shall also be responsible for the management and operation of Cook County, Illinois.

(c) The Board of Directors of Cook County, Illinois, shall be elected by the voters of Cook County, Illinois. The Board of Directors of Cook County, Illinois, shall be responsible for the management and operation of Cook County, Illinois. The Board of Directors of Cook County, Illinois, shall also be responsible for the management and operation of Cook County, Illinois.

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(d) The Owner of Unit 2 must maintain the area on the North side of the garage.

(e) All Unit Owners must maintain and keep free of snow and debris the areas in front of their front doors up to the next lot line and the rear area by their respective garages and of the rear sidewalk area along the fence.

(f) The Board may cause to be discharged any mechanic's lien or other encumbrances which, in the opinion of the Board, may constitute a lien against the property or Common Elements, rather than against a particular Unit and its corresponding percentage of ownership in the Common Elements. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees) incurred by reason of such lien.

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

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

The Board shall have exclusive authority to take, or refrain from taking, any Action pursuant to this Section 8.01. All expenses which, pursuant to this Section, are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

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(b) The Owner of Unit 2 shall maintain the area on the North side of the garage.

(c) All Unit Owners must maintain and keep free of snow and debris the areas in front of their units, except for the next lot line and the rear side by their respective garages and of the rear sidewalk area along the lanes.

(d) The Board may cause to be done any work which is necessary for the proper operation and maintenance of the common elements, including the installation, repair, replacement, maintenance and painting of exterior walls, roofs, gutters, downspouts, windows, doors, porches, balconies, stairs, railings, fences, gates, and other structures, and the installation, repair, replacement, maintenance and painting of exterior walls, roofs, gutters, downspouts, windows, doors, porches, balconies, stairs, railings, fences, gates, and other structures, and the installation, repair, replacement, maintenance and painting of exterior walls, roofs, gutters, downspouts, windows, doors, porches, balconies, stairs, railings, fences, gates, and other structures.

Whenever the Board shall determine that any maintenance or repair work is necessary for the common elements, the Board may cause to be done any work which is necessary for the proper operation and maintenance of the common elements, including the installation, repair, replacement, maintenance and painting of exterior walls, roofs, gutters, downspouts, windows, doors, porches, balconies, stairs, railings, fences, gates, and other structures, and the installation, repair, replacement, maintenance and painting of exterior walls, roofs, gutters, downspouts, windows, doors, porches, balconies, stairs, railings, fences, gates, and other structures.

If, due to the loss or neglect of a Unit Owner, a member of his family, household pet, guest or other person, or the visitor or guest of such Unit Owner, damage shall be done to the common elements or to a Unit or Unit area by fire, explosion, or other cause, the Board shall be responsible for the maintenance, repair or replacement of such common elements, and the Unit Owner shall pay for such damage and the maintenance, repair or replacement, as may then be determined by the Board, to the extent they are not covered by insurance.

The Board shall have exclusive authority to cause to be done any work which is necessary for the proper operation and maintenance of the common elements, including the installation, repair, replacement, maintenance and painting of exterior walls, roofs, gutters, downspouts, windows, doors, porches, balconies, stairs, railings, fences, gates, and other structures, and the installation, repair, replacement, maintenance and painting of exterior walls, roofs, gutters, downspouts, windows, doors, porches, balconies, stairs, railings, fences, gates, and other structures.

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(g) Extra Expense

Those having assignment of limited Common Elements can be charged extra expense for the maintenance of those limited Common Elements.

8.02 Alterations, Additions or Improvements.

No alterations of any Common Elements or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. Any Unit Owner may make alterations, additions, and improvements within his Unit without the prior written approval of the Board, but in any event such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the property as a result of such alterations, additions or improvements. Nothing shall be done in any Unit, or in, on, or to the Common Elements, which will impair the structural integrity of the building or which would structurally change the building.

8.03 Decorating.

Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps, and other furnishings and interior decorating. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the building or hallways, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of units to the extent made necessary by any damage to existing decorating of such units caused by maintenance, repair or replacement work on the Common Elements by the Board shall be furnished by the Board, as part of the common expenses.

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ARTICLE IX

9.0 SALE, LEASING OR OTHER ALIENATION

9.01 Sale or Lease.

(a) Any Unit Owner other than the Trustee who wishes to sell his Unit ownership shall give to the Board not less than thirty (30) days prior written notice of his intent to sell, and subsequently, the terms of any contract to sell, entered into subject to the Board's option as set forth hereinafter together with a copy of such contract, the name, address, and financial and character references of the proposed purchaser and such other information concerning the proposed purchaser as the Board may reasonably require. The members of the Board acting on behalf of the other Unit Owners shall at all times have the first right and option to purchase such Unit Ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice of contract. If said option is not exercised by the Board within said thirty (30) days, the Unit Owner may, at the expiration of said thirty (30) day period and at any time within one hundred and eighty (180) days after the expiration of said period, proceed to consummate the sale (or sublease or assignment of) such Unit ownership to the proposed purchaser named in such notice upon the terms specified therein. If the Unit Owner fails to close said proposed sale transaction within said one hundred and eighty (180) days, the Unit ownership shall again become subject to the Board's right of first refusal as herein provided. There is no Board approval for leasing except that the tenant is bound by the restrictions as to use.

(b) In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of this Amended Declaration or of any mortgage or trust deed against his Unit, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit Ownership, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Condominium Property Act with respect to liens for failure to pay a share of the common expenses.

(c) Payment of any costs, expenses, or obligations under the provisions of this paragraph shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy a special assessment against each unit owner in the

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ratio that his percentage of ownership in the common elements, as set forth in Paragraph 4, bears to the total of all such percentages applicable to units subject to said special assessment, which assessment shall become a lien and may be perfected and foreclosed in the manner provided in Section 9 of the Condominium Property Act with respect to liens for failure to pay a share of the common expenses. The Board, in its discretion, may borrow money to finance the acquisition of a unit or interest therein which said acquisition is authorized by this paragraph; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the property other than the unit or interest therein to be required.

(d) If a proposed lease of any Unit is made by any Unit Owner, a copy of the lease as and when executed shall be furnished by such Unit Owner to the Board, and the lessee thereunder shall be bound by and be subject to all of the obligations of such Unit Owner with respect to such Unit as provided in this Amended Declaration and the lease shall expressly so provide. The Unit Owner making any such lease shall not be relieved thereby from any of his obligations.

(e) If a Unit is leased, and all payments, costs, debts, and assessments of that Unit's Owner regarding the property, common elements, or Unit are not current, then the Board may, upon five (5) days written notice to the Unit Owner and lessee, collect all rents and money due from the lessee to the Unit Owner directly from said lessee; and if said lessee refuses to make all payments timely and directly to the Board, said refusal or non-compliance shall be deemed a violation of the lease or terms of the lessee's occupancy and shall constitute valid and sufficient grounds for the lessee's eviction from the Unit by the Board.

9.02 Gift.

Any Unit Owner other than the Trustee who wishes to make a gift of his Unit ownership or any interest therein to any person other than a permitted party under Section 9.10 shall give to the Board not less than ninety (90) days' written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name, address, and financial and character references of the intended donee and such other information concerning the intended donees as the Board may reasonably require. If the gift to such a party is not

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consented to by the Board, and the Unit Owner insists on making said gift, the members of the Board acting on behalf of the other Unit Owners, shall at all times have the first right and option to purchase such Unit ownership or interest therein for cash at fair market value determined by arbitration as hereinafter provided which option shall be exercisable until the date of expiration as provided herein. In the event the Board exercises said option and the parties cannot arrive at an agreed price, then within fifteen (15) days after receipt of a written notice by the Board, the Board and the Unit Owner desiring to make such gift shall each select a qualified real estate appraiser. The two appraisers so selected shall, within ten (10) days after their selection, appoint another qualified real estate appraiser to act as the arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the arbitrator shall determine the fair market value of the Unit ownership or interest therein which the Unit Owner contemplates conveying as a gift, and shall thereupon give written notice of such determination to the Unit Owner and the Board, and said determination shall be conclusive upon the parties. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Board's option to purchase the Unit ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of written notice of such determination of fair market value. The cost of appraisal shall be divided equally between such Unit Owner and the Board and the Board's share shall be a common expense.

9.03 Devise.

In the event any Unit Owner dies leaving a Will devising his Unit ownership, or any interest therein to any person or persons not heirs-at-law of the deceased Unit Owner under the Rules of Descent of the State of Illinois, and said Will is admitted to probate, the members of the Board, acting on behalf of the other Unit Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit ownership or interest therein, either from the devisee or devisees thereof named in said Will, or if a power of sale is conferred by said Will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value, which is to be determined by arbitration as herein provided. In the event of a dispute as to purchase price, within sixty (60) days after the appointment of a personal representative for the estate of a deceased Unit Owner, the Board shall appoint a qualified real estate appraiser, and shall thereupon give written notice of such appointment to the said

devisee or devisees or personal representative, as the case may be, who shall also appoint a qualified real estate appraiser. Within ten (10) days after the appointment of the two (2) said appraisers, the two so appointed shall appoint another qualified real estate appraiser to act as the arbitrator. Within fifteen (15) days thereafter the arbitrator shall determine the fair market value of the Unit ownership or interest therein devised by the deceased Unit Owner, and shall thereupon give written notice of such determination to the Board and said devisee, devisees, or personal representative, as the case may be, and said determination shall be conclusive upon the parties. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Board's right to purchase the Unit ownership, or interest therein, at the price determined by the arbitrator shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Unit Owner is empowered to sell, and shall expire eight (8) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative as the case may be, within the said option periods. The cost of appraisal shall be equally divided between such Unit Owner and the Board and the Board's share shall be a common expense.

9.04 Involuntary Sale.

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

(b) In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his Unit ownership, the Board shall have the right to cure such default

by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article XVII hereof.

(c) Unless otherwise provided in this Amended Declaration, the members of the Board of Managers and their successors in office, acting on behalf of the other unit owners, shall have the power to bid in the interest so foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

9.05 Consent of Voting Members.

The Board shall not exercise any option hereinabove set forth to purchase any Unit ownership or interest therein without the prior consent of voting members having two-thirds (2/3) of the total votes. The Board or its duly authorized representative, acting on behalf of the other Unit Owners may bid to purchase at any sale of a Unit ownership or interest therein of any Unit Owner living or deceased, which said sale is held pursuant to an order or direction of a court, upon the prior consent of voting members having two-thirds (2/3) of the total votes, which said consent shall set forth a maximum price which the Board or its duly authorized representative is authorized to bid and pay for said Unit ownership or interest therein.

9.06 Release of Waiver of Option.

Upon the consent of at least two-thirds (2/3) of the Board members, any of the options contained in this Article IX may be released or waived and the Unit ownership or interest therein which is subject to an option set forth in this Article, may be sold, conveyed, leased, given, or devised free and clear of the provisions of this Article.

9.07 Proof of Termination of Option.

A certificate executed and acknowledged by the acting secretary of the Board stating that the provisions of this Article IX as hereinabove set forth have been met by a Unit Owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon

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the Board and the Unit Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Unit Owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request at a reasonable fee, not to exceed Ten and no/100 (\$10.00) Dollars.

9.08 Financing of Purchase Under Option.

(a) Acquisition of Unit ownership or any interest therein under the provisions of this Article may be made from the maintenance fund or any other financing arrangement as the Board deems desirable. If said fund is insufficient, the Board shall levy an assessment against each Unit Owner as provided for and subject to Article XVII hereof.

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

9.09 Title to Acquired Interest

Unit ownership or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the Board and their successors in office, or such nominee as they shall designate, for the benefit of all the Unit Owners. Said Unit ownerships or interests therein shall be sold or leased by the members of the Board in such manner as the Board shall determine without complying with the foregoing provisions relating to the Board's right of first refusal. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each Unit Owner in the same proportion in which the Board could levy a special assessment under the terms of Section 9.08 (a) of this Article.

9.10 Exceptions to Board's Right of First Refusal

The Board's right of first refusal as provided in Sections 9.01, 9.02, and 9.03 of this Article IX, shall not apply to any sale, lease, gift, devise, or transfer by the Trustee, and/or the Developer, or by any corporation, trust, or other entity when the original Unit Owner or persons having at least majority control of said Unit Owner are in control of the

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The Board and the Unit Owner shall be bound by the provisions of this Article in good faith, and the Unit Owner shall be bound by the provisions of this Article who has in good faith accepted the provisions of this Article or in regard to which a provision of this Article has been waived, upon payment of a reasonable fee, not to exceed Ten and no/100 Dollars.

9.08 Financing of Common Expenses

(a) Repayment of debt incurred by the Unit Owner shall be subject to the provisions of this Article and the Unit Owner shall be bound by the provisions of this Article in good faith, and the Unit Owner shall be bound by the provisions of this Article who has in good faith accepted the provisions of this Article or in regard to which a provision of this Article has been waived, upon payment of a reasonable fee, not to exceed Ten and no/100 Dollars.

(b) If the amount of the debt incurred by the Unit Owner exceeds the amount of the Unit Owner's net worth, the Unit Owner shall be bound by the provisions of this Article in good faith, and the Unit Owner shall be bound by the provisions of this Article who has in good faith accepted the provisions of this Article or in regard to which a provision of this Article has been waived, upon payment of a reasonable fee, not to exceed Ten and no/100 Dollars.

9.09 Title to Common Areas

Unit ownership interest therein acquired pursuant to the terms of this Article shall be held in trust in the name of the Unit Owner, and the Unit Owner shall be bound by the provisions of this Article in good faith, and the Unit Owner shall be bound by the provisions of this Article who has in good faith accepted the provisions of this Article or in regard to which a provision of this Article has been waived, upon payment of a reasonable fee, not to exceed Ten and no/100 Dollars.

9.10 Exceptions to Member's Right of Withdrawal

The Board's right to suspend or terminate a Unit Owner's membership shall be subject to the provisions of this Article and the Unit Owner shall be bound by the provisions of this Article in good faith, and the Unit Owner shall be bound by the provisions of this Article who has in good faith accepted the provisions of this Article or in regard to which a provision of this Article has been waived, upon payment of a reasonable fee, not to exceed Ten and no/100 Dollars.

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transferee, or resulting from statutory merger or consolidation, or between co-owners of the same Unit, or any one or more of them or to any Trustee of a trust, the sole beneficiary or beneficiaries of which are the Unit Owner, the spouse or lawful child of the Unit Owner, or any one or more of them, or from any Trustee of a trust to any one or more of the beneficiaries thereof.

9.11 Miscellaneous.

If a proposed sale, lease, devise, or gift of any Unit Owner, after compliance with the foregoing provisions, the purchaser, lessee, devisee, or donee thereunder shall be bound by and be subject to all of the obligations of such Unit Owner with respect to such Unit ownership as provided in this Amended Declaration, and in the case of a lease, said lease shall expressly so provide. The Unit Owner making any such lease shall not be relieved thereby from any of his obligations hereunder. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof, with respect to the Board's right of first option, shall apply to such Unit ownership. If any sale, lease, devise, or gift of a unit ownership is made or attempted by any Unit Owner without complying with the foregoing provisions, such sale, lease, devise, or gift shall be subject to each and all of the rights and options of the Board hereunder or at law or in equity in connection therewith. The foregoing provisions with respect to the Board's right of first option as to any proposed sale, lease, devise, or gift shall be and remain in full force and effect until the property as a whole shall be sold or removed from the provisions of the Act, as provided in the Act, unless sooner rescinded or amended by the Unit Owners in the manner herein provided for amendments of this Amended Declaration. The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the same.

ARTICLE X

10.0 DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

10.01 Sufficient Insurance.

In the event the improvements forming a part of the property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration, or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event within one hundred and eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the property as hereinafter provided in Article XIII hereof or to withdraw the property from the provisions of this Amended Declaration, and from the provisions of the Act as therein provided, then such repair, restoration, or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B", after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

10.02 Insufficient Insurance.

(a) If the insurance proceeds are insufficient to reconstruct the building and the Unit owners and all other parties in interest do not voluntarily make provision for reconstruction of the building within one hundred and eighty (180) days from the date of damage or destruction, the Board of Managers may record a notice setting forth such facts and upon the recording of such notice;

(i) The property shall be deemed to be owned in common by the Unit Owners;

(ii) The undivided interest in the property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such owner in the Common Elements;

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ARTICLE 2

10.0 DAMAGE OR DESTRUCTION AND REPAIRS OF UNIT

10.01 Specific Insurance

In the event the maintenance covering a year of the property, or any portion thereof, including the unit, shall suffer damage or destruction from any cause, and the owner of the property or policy of insurance shall be liable to pay the cost of repairs or restoration or reconstruction, then the owner of the property, or reconstruction, or reconstruction shall be liable to pay the cost of such insurance proceeds shall be paid to the owner of the property, such insurance proceeds in payment of the cost of such repairs, and that in the event within one hundred and twenty (120) days after the date of destruction, the owner of the property shall not sell the property or permit the property to be sold, the owner of the property shall be liable to pay the cost of such repairs, and from the proceeds of such insurance, and from the proceeds of such insurance, then such repairs, restoration, or reconstruction shall be made, the net proceeds of such insurance shall be divided by the Board of Directors, and the net proceeds shall be divided among all Unit Owners according to the number of units owned by each Unit Owner in the common interest of the Unit in the Unit, after first paying one of the share of each Unit Owner the amount of any unpaid liens on the Unit, in the order of the priority of such liens.

10.02 Insurance Insurance

(a) If the insurance proceeds are insufficient to reconstruct the building and the net proceeds of all other insurance in the interest of the building are not sufficient to reconstruct the building within one hundred and twenty (120) days after the date of damage or destruction, the Board of Directors shall record a notice setting forth such facts and upon the recording of such notice:

- (i) The property shall be deemed to be owned in common by the Unit Owners;
- (ii) The proceeds received in the property shall be deemed to be owned in common by all Unit Owners in the common interest of the Unit in the Unit, after first paying one of the share of each Unit Owner the amount of any unpaid liens on the Unit, in the order of the priority of such liens.

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(iii) Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Unit Owner in the property as provided herein; and

(iv) The property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the property, after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each Unit Owner.

(b) In the case of damage or other destruction in which fewer than two (2) of the Units are rendered uninhabitable, upon the affirmative vote of not fewer than two-thirds (2/3) of the Unit Owners voting at a meeting called for that purpose, the building or other portion of the property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any. Otherwise, such meeting shall be held within ninety (90) days of the occurrence. At such meeting the Board of Managers, or its representative, shall present to the members present an estimate of the cost of repair of reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

(c) In the case of damage or other destruction, upon the affirmative vote of not fewer than two-thirds (2/3) of the Unit Owners voting at a meeting called for that purpose, any portion of the property affected by such damage or destruction may be withdrawn from the act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to the Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board of Managers. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a unit's percentage interest. Any insurance or other proceeds available in connection with the

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withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Elements will be distributed in accordance with the interest of those entitled to their use.

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ARTICLE XI

11.0 PARKING

11.01 Parking Provided.

Indoor parking garages described in the Plat as G-1, G-2, G-3 are hereby assigned by Exhibit B to the respective Unit Owner.

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IN WITNESS

WHEREFORE

11.01 Parking provided

Indoor parking garage described in the title and
see hereby assigned to Exhibit B as the
respective Unit Owner.

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ARTICLE XII

12.0 EMINENT DOMAIN.

12.01 Reallocation of Common Elements and Condemnation Award.

Upon the withdrawal of any unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board of Managers. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the limited common elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any limited Common Element will be distributed in accordance with the interest of those entitled to their use.

12.02 Cessation of Common Elements.

Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such unit or portion thereof by the Unit Owner shall cease.

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ARTICLE XIII

13.0 SALE OF THE PROPERTY

13.1 The Unit Owners through the affirmative vote of voting members (two-thirds of the total unit Owners) at a meeting duly called for such purpose, may elect to sell the property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit ownership entitled to notice under Section 20.01 of Article XX of this Amended Declaration. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner or form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the fair market value of his interest, as determined by arbitration as hereinafter provided, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on the fair market value of such interest, such Unit Owner and the Board shall each select an appraiser, and two so selected shall select a third, and the fair market value, as determined by said third appraiser, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The cost of the appraisal shall be divided equally between such Unit Owner and the Board, and the Board's share shall be a common expense.

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ARTICLE XIV

14.0 BY-LAWS

14.1 The provisions of Articles XV, XVI, XVII, XVIII, and XIX shall constitute the By-laws of the Association and the By-laws prescribed by the Act.

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VIA REGISTER

STATE-TO 0.44

THE PROVISIONS OF SECTION 11-111 OF THE
OFFICIAL CODE OF ANNOTATIONS ARE APPLIED TO THE
PROPERTY DESCRIBED BY THE DEED.

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ARTICLE XV

15.0 BOARD OF MANAGERS

15.01 Board of Managers (Board of Directors).

(a) The direction and administration of the property shall be vested in a Board of Managers, consisting of three (3) persons, who shall be appointed or elected in the manner herein provided. Each member of the Board shall be one of the Unit Owners and shall reside on the property, provided, however, that in the event a Unit Owner is a corporation, partnership, trust, or other legal entity other than a natural person or persons, then any officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board, provided such persons must reside on the property unless he is a Board member nominated by the Trustee. Until all three (3) Units are deeded out of the original Trust, a 67% vote is needed on any Association decisions. After all three (3) Units are deeded out, a two out of three vote is necessary.

(b) At the initial meeting the voting members shall elect the three (3) Board members. In all elections for members of the Board, each voting member shall be entitled to cumulate his votes in the manner provided by law and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. The term of all Board Members shall be one (1) year. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that such number shall not be less than two (2), and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually and that no Board member or officer shall be elected to a term in an excess of two (2) years. However, a Board member or officer may be re-elected upon the expiration of his term. Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of voting members having two-thirds (2/3) of the total votes. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the voting members present at the next annual meeting or at a special meeting of the voting members called for such

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such purpose. The remaining members of the Board shall have the authority to fill the vacancy by two-thirds (2/3) vote until the next meeting of unit owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by unit owners holding twenty (20) percent of the votes of the Association requesting a meeting of the unit owners to fill the vacancy for the balance of the term. A meeting of the unit owners shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by unit owners holding twenty (20) percent of the votes of the Association requesting such a meeting. Except as otherwise provided in this Declaration, the property shall be managed by the Board and the Board shall act by majority vote of those present at its meeting when a quorum exists. A majority of the total number of the members of the Board shall constitute a quorum. Meetings of the Board may be called, held, and conducted in accordance with such resolutions as the Board may adopt.

(c) The Board shall elect from among its members a president who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board and the Association and who shall execute amendments to the condominium instruments; a secretary who shall keep the minutes of all meetings of the Board and of the voting members, who shall mail and receive all notices, and who shall, in general, perform all the duties incident to the office of secretary; a treasurer to keep the financial records and books of account; and such additional officers as the Board shall see fit to elect.

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

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The Board of Directors of the Corporation shall have the authority to fill the vacancy in the office of the President of the Corporation by electing a person to fill the office of the President of the Corporation for the term of the office of the President of the Corporation. The Board of Directors shall have the authority to fill the vacancy in the office of the President of the Corporation by electing a person to fill the office of the President of the Corporation for the term of the office of the President of the Corporation. The Board of Directors shall have the authority to fill the vacancy in the office of the President of the Corporation by electing a person to fill the office of the President of the Corporation for the term of the office of the President of the Corporation.

(b) The Board of Directors shall have the authority to fill the vacancy in the office of the President of the Corporation by electing a person to fill the office of the President of the Corporation for the term of the office of the President of the Corporation. The Board of Directors shall have the authority to fill the vacancy in the office of the President of the Corporation by electing a person to fill the office of the President of the Corporation for the term of the office of the President of the Corporation. The Board of Directors shall have the authority to fill the vacancy in the office of the President of the Corporation by electing a person to fill the office of the President of the Corporation for the term of the office of the President of the Corporation.

(c) The Board of Directors shall have the authority to fill the vacancy in the office of the President of the Corporation by electing a person to fill the office of the President of the Corporation for the term of the office of the President of the Corporation. The Board of Directors shall have the authority to fill the vacancy in the office of the President of the Corporation by electing a person to fill the office of the President of the Corporation for the term of the office of the President of the Corporation. The Board of Directors shall have the authority to fill the vacancy in the office of the President of the Corporation by electing a person to fill the office of the President of the Corporation for the term of the office of the President of the Corporation.

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The method of filling vacancies on the Board or among the officers which shall include authority for the remaining members of the Board to fill the vacancy by two-thirds vote until the next meeting of Unit Owners or for a period terminating no later than 30 days following the filing of a petition signed by Unit Owners holding 20% of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term, and that a meeting of the Unit Owners shall be called for purposes of filling a vacancy on the Board no later than 30 days following the filing of a petition signed by Unit Owners holding 20% of the votes of the Association requesting such a meeting.

(e) The Board shall meet at least four (4) times annually, on the first Mondays of February, May, August, and November, and at such other times as the Board deems necessary. Meetings of the Board of Managers shall be open to any unit owner, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the particular Association has been filed and is pending in a court or administrative tribunal, or when the Board of Managers finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of common expenses; that any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner; that any Unit Owner may record the proceedings at meetings required to be open by the Act by tape, film or other means; that the Board may prescribe reasonable rules and regulations to govern the right to make such recordings; that notice of such meetings shall be mailed or delivered at least 48 hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice pursuant to the Declaration, bylaws, other condominium instrument, or provision of law other than this subsection before the meeting is convened; and that copies of notices of meetings of the Board of Managers shall be posted in entranceways, elevators, or other conspicuous places in the condominium at least 48 hours prior to the meeting of the Board.

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The notice of holding a meeting on the part of the officers shall be published in the official journal of the county at least ten days before the meeting and shall contain the names of the persons to be elected or appointed and the business to be transacted at the meeting.

(a) The board shall hold its meetings at the county office building, and at such other places as may be determined by the board. The board shall hold its meetings at such times and places as shall be determined by the board. The board shall hold its meetings at such times and places as shall be determined by the board. The board shall hold its meetings at such times and places as shall be determined by the board.

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(f) The Board of Managers shall have standing and capacity to act in a representative capacity in relation to matters involving the Common Elements or more than one unit, on behalf of the unit owners, as their interests may appear.

15.02 General Powers of the Board.

The powers and duties of the Board of Managers shall include, but shall not be limited to, the following matters:

(a) Operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements.

(b) Preparation, adoption, and distribution of the annual budget for the property.

(c) Levying of assessments.

(d) Collection of assessments from unit owners.

(e) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.

(f) Obtaining adequate and appropriate kinds of insurance.

(g) Owning, conveying, encumbering, leasing, and otherwise dealing with units conveyed to or purchased by it.

(h) Adoption and amendment of rules and regulations covering the details of the operation and use of the property. This shall occur after a meeting of the unit owners called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations and which conforms to the requirements of Section 18 (b) of the Condominium Act, provided, however, no rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution. A quorum shall be required at such meeting of the Unit Owners as referred to in Section 16.02 (a).

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(i) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the property.

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

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

(l) Impose late charges for late payments of a unit owner's proportionate share of the common expenses or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, the By-laws, and Rules and Regulations of the Association;

(m) To assign its right to future income, including the right to receive common expenses;

(n) Record the dedication of the portion of the common elements to a public body for use as, or in connection with, a street or utility where authorized by the unit owners. A two-thirds (2/3) majority of the unit owners at a meeting of unit owners, duly called for such purpose, may elect to dedicate a portion of the common elements to a public body for use as, or in connection with a street or utility. Where such a dedication is made, nothing in this act or any other law shall be construed to require that the real property taxes of every unit of the condominium must be paid prior to recordation of the dedication.

(o) To record the granting of an easement for the laying of cable television cable where authorized by the unit owners.

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(1) Keeping of detailed records of receipts and expenditures relating to the use and operation of the property.

(2) To have accounts kept from time to time as may be necessary for the proper management of the property of any Common Elements for the purpose of determining the status of any Common Elements and to prevent the occurrence of any emergency repairs thereto or to prevent the occurrence of any other damage to the property.

(3) Pay real property taxes, special assessments and other special taxes or charges on the property of any Common Elements, or other taxes or charges levied upon the real property of the common elements.

(4) To insure the property of the common elements and to pay the cost of such insurance and to pay the cost of any other expenses including liability insurance and other expenses to be paid, levied, assessed or otherwise collected by the Declaration, the Bylaws, the Rules and Regulations of the Association;

(5) To exercise the right to enforce the Declaration, the Bylaws, the Rules and Regulations of the Association;

(6) Before the dedication of the portion of the common elements to a public body for use as a public park, a street or utility there shall be a dedication of a portion of the common elements to a public body for use as a public park, a street or utility. The dedication shall be made, notified in writing and shall be contained in a separate instrument which shall be recorded in the public records of the jurisdiction. The instrument shall be recorded in the public records of the jurisdiction. The instrument shall be recorded in the public records of the jurisdiction.

(7) To record the granting of an easement or the laying of cable television wires which are authorized by the Declaration.

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(p) To seek relief on behalf of all unit owners when authorized in connection with the assessment or levying of real property taxes, special assessments, and any other special taxes or charges (charges) of the State of Illinois, or of any political subdivision thereof, or of any lawful taxing or assessing body. The Board of Managers may act upon authorization by a two-thirds (2/3) vote of the members of the Board of Managers or by the affirmative vote of not less than a majority of the unit owners at a meeting duly called for such purposes;

(q) In the performance of their duties, the officers and members of the Board are required to exercise, whether appointed by the Developer or elected by the unit owners, the care required of a fiduciary of the unit owners;

(r) The collection of assessments from unit owners by an Association, Board of Managers or their duly authorized agents shall not be considered acts constituting a collection agency for purposes of the Collection Agency Act;

(s) To pay for water, waste removal, other operating expenses, electricity, telephone, and other necessary utility service for the Common Elements.

(t) To pay for landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair, and replacement of the Common Elements (but not including the windows and glass doors appurtenant to the Unit, if any, and the interior surfaces of the Units and of the hallway doors appurtenant thereto, which the Unit Owners shall paint, clean, decorate, maintain and repair, except if necessitated by repairs to the Common Elements) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements.

(u) To pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Amended Declaration or By-laws of which, in its opinion, shall be necessary or proper for the maintenance and operation of the property, as a first-class condominium apartment building or for the enforcement of these restrictions.

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(a) The court shall have jurisdiction to grant an order for the appointment of a receiver for the property of a corporation or partnership which is insolvent or unable to pay its debts as they become due. The court may also appoint a receiver for the property of a corporation or partnership which is insolvent or unable to pay its debts as they become due, if the court is satisfied that it is in the best interests of the creditors of the corporation or partnership to do so.

(b) The court may also appoint a receiver for the property of a corporation or partnership which is insolvent or unable to pay its debts as they become due, if the court is satisfied that it is in the best interests of the creditors of the corporation or partnership to do so.

(c) The court may also appoint a receiver for the property of a corporation or partnership which is insolvent or unable to pay its debts as they become due, if the court is satisfied that it is in the best interests of the creditors of the corporation or partnership to do so.

(d) The court may also appoint a receiver for the property of a corporation or partnership which is insolvent or unable to pay its debts as they become due, if the court is satisfied that it is in the best interests of the creditors of the corporation or partnership to do so.

(e) The court may also appoint a receiver for the property of a corporation or partnership which is insolvent or unable to pay its debts as they become due, if the court is satisfied that it is in the best interests of the creditors of the corporation or partnership to do so.

(f) The court may also appoint a receiver for the property of a corporation or partnership which is insolvent or unable to pay its debts as they become due, if the court is satisfied that it is in the best interests of the creditors of the corporation or partnership to do so.

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

(w) To maintain and repair any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements or any other portion of the building, and a Unit Owner of any Unit that has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the Board to said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair.

(x) The Board or its agent, upon reasonable notice, may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Board as a common expense.

(y) The Board's powers hereinabove enumerated and described in this Amended Declaration, shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Amended Declaration) requiring an expenditure in excess of Ten Thousand and no/100 (\$10,000.00) Dollars, without in each case the prior approval of voting members having two-thirds (2/3) of the total votes.

(z) All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the treasurer and countersigned by the President of the Board.

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(v) To pay any amount necessary to discharge the liability of any person or other person who has been or may be liable for the maintenance or repair of the property or any part thereof which may be the subject of the Board's certificate a lien against the property or against the Common Elements, rather than against the individual owner or owners of the property. The Board shall be jointly and severally liable to the extent of the amount of the certificate for the maintenance and repair of such property, but no amount shall be paid by the Board by reason of this section unless the Board has been notified in writing of the need for such maintenance or repair.

(w) To maintain and repair any part of the building or structure which is the subject of the Board's certificate, to provide the Common Elements with the building, and to cause the building and the Common Elements to be maintained, repaired and replaced in accordance with the provisions of the Board's certificate. The Board shall be jointly and severally liable to the extent of the amount of the certificate for the maintenance and repair of such property, but no amount shall be paid by the Board by reason of this section unless the Board has been notified in writing of the need for such maintenance or repair.

(x) The Board shall be jointly and severally liable for the maintenance and repair of the building and the Common Elements, but shall not be liable for the maintenance or repair of any part of the building or structure which is the subject of the Board's certificate, unless the Board has been notified in writing of the need for such maintenance or repair.

(y) The Board's power to borrow money shall be limited to the amount of the Board's certificate, and the Board shall have no authority to incur any debt or liability in excess of the amount of the Board's certificate. The Board shall not be liable for the maintenance or repair of any part of the building or structure which is the subject of the Board's certificate, unless the Board has been notified in writing of the need for such maintenance or repair.

(z) The Board shall be jointly and severally liable for the maintenance and repair of the building and the Common Elements, but shall not be liable for the maintenance or repair of any part of the building or structure which is the subject of the Board's certificate, unless the Board has been notified in writing of the need for such maintenance or repair.

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(aa) The Board may engage the services of an agent to manage the property to the extent deemed advisable by the Board.

(bb) Nothing hereinabove contained shall be construed to give the Board, Association, or Unit Owners' authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

(cc) To reasonably accomodate the needs of a handicapped Unit owner as required by the Human Rights Act in the exercise of it's powers with respect to the use of Common Elements or approval of modifications in an individual unit.

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(cc) The Board may employ one or more persons to manage the property to the extent of the Board's authority.

(cc) Nothing herein shall be construed to give the Board, Association or any other person the right to conduct any business for profit or benefit of any person or any of them.

(cc) No attorney, accountant or other professional person shall be employed by the Board or Association for the purpose of providing legal or other services to the Board or Association without the approval of the Board or Association.

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ARTICLE XVI

16.0 MEMBERS (UNIT OWNERS)

16.01 Voting Rights.

(a) There shall be one person with respect to each Unit ownership who shall be entitled to vote at any meeting of the Unit Owners. Such voting members shall be the Unit Owner or one (designated by majority agreement) of the group composed of all the Unit Owners of a Unit ownership. There is majority agreement if any one of the multiple owners casts the vote allocated to that unit without protest being made promptly to the person presiding over the meeting by any of the unit owners of the unit. Such voting member may be some person designated by such Unit Owners to act as proxy on his or their behalf and who need not be a Unit Owner. Such designations shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner or Unit Owners. A proxy shall be invalid after eleven (11) months from the date of its execution unless otherwise provided in the proxy, and every proxy must bear the date of execution. Any or all Unit Owners of a Unit ownership, and their designee, if any, may be present at any meeting of the voting members, but only the voting member of the Unit ownership may vote or take any other action as a voting member either in person or by proxy; provided, however, if only one of the multiple owners of a unit is present at a meeting of the Association, he is entitled to cast all the votes allocated to that unit. Voting is on a percentage basis until all three Units are conveyed to bona fide purchasers, then the basis is one man one vote except with matters where the requisite approval on a percentage basis is specified in the Act. A sixty seven percent (67%) vote based on percentage of Unit ownership as defined in Exhibit B is needed for any decisions until all three Units are conveyed to bona fide purchasers. Thereafter a two out of three majority vote is necessary. The total number of votes of all voting members shall be three (3). The Trustee shall designate the voting member with respect to any Unit ownership owned by the Trustee. The Association shall have one class of membership only and that nothing contained in this instrument shall permit or allow different classes of membership among the Unit Owners.

(b) That a candidate for election to the Board of Managers or such candidate's representative shall have the right to be present at the counting of ballots at such election.

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16.02 Meetings.

(a) Meetings of the voting members shall be held at the property or at such other place in Cook County, Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members of at least a majority of the voting members and voting members having at least a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes represented at such meeting.

(b) The Developer shall give at least 21 days' notice of such meeting to elect the initial Board of Managers and shall provide to any Unit Owner within three working days of the request, the names, addresses, telephone numbers (if available), and weighted vote of each Unit Owner entitled to vote at such meeting. Any Unit Owner shall be provided with the same information within three working days of the request, with respect to each subsequent meeting to elect members of the Board of Managers. If the initial Board of Managers is not elected by the Unit Owners at the time so established, the Developer shall continue in office for a period of thirty (30) days whereupon written notice of his resignation shall be sent to all of the Unit Owners entitled to vote at such election. Said initial meeting shall be held not later than sixty (60) days after the conveyance by the Developer of two out of three (2/3) of the Units or three (3) years after the recording of this Amended Declaration, whichever is earlier. Thereafter, there shall be an annual meeting of the voting members on the first Wednesday of November following such initial meeting of the voting members and on the first Wednesday of each succeeding November thereafter at 7:30 p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting.

(c) Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Amended Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President of the Board, a majority of the Board, or by the voting members having sixty seven percent

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Article 10.02

(a) The Board shall have the right to suspend or expel any member of the Board who is guilty of any act or omission which is in violation of the laws of this State or of the laws of the United States or of the laws of any other State or of the laws of any other country or who is guilty of any act or omission which is in violation of the public morals or the public interest of this State or of the United States or of any other State or of any other country. The Board shall have the right to suspend or expel any member of the Board who is guilty of any act or omission which is in violation of the laws of this State or of the laws of the United States or of the laws of any other State or of the laws of any other country or who is guilty of any act or omission which is in violation of the public morals or the public interest of this State or of the United States or of any other State or of any other country.

(b) The Board shall have the right to suspend or expel any member of the Board who is guilty of any act or omission which is in violation of the laws of this State or of the laws of the United States or of the laws of any other State or of the laws of any other country or who is guilty of any act or omission which is in violation of the public morals or the public interest of this State or of the United States or of any other State or of any other country. The Board shall have the right to suspend or expel any member of the Board who is guilty of any act or omission which is in violation of the laws of this State or of the laws of the United States or of the laws of any other State or of the laws of any other country or who is guilty of any act or omission which is in violation of the public morals or the public interest of this State or of the United States or of any other State or of any other country.

(c) Special meetings of the Board shall be held at such times and places as may be determined by the Board. The Board shall have the right to suspend or expel any member of the Board who is guilty of any act or omission which is in violation of the laws of this State or of the laws of the United States or of the laws of any other State or of the laws of any other country or who is guilty of any act or omission which is in violation of the public morals or the public interest of this State or of the United States or of any other State or of any other country.

(67%) of the total vote based on the percentage of Unit ownership as defined on Exhibit B. This is prior to conveyance of all three Units to bona fide purchasers. Thereafter, two out of three (2/3) votes are necessary. Said written notice shall be delivered not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered. Matters to be submitted at special meetings of the voting members shall first be submitted to the Board of Managers, at least ten (10) days prior to the special meeting, who shall then submit the matters to the voting members.

16.03 Notices of Meetings.

Notices of meetings required to be given herein may be delivered either personally or by mail to the person entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the unit of the Unit Owner with respect to which such voting right appertains, if no address has been given to the Board. Notice of meetings of Board of Managers shall be posted in entranceways or other conspicuous places in the condominium at least forty-eight (48) hours prior to the meeting of the Board of Managers. The Board of Managers may designate one or more locations in the proximity of these units where the notices of meetings shall be posted.

16.04 Miscellaneous.

(a) No merger or consolidation of the Association; sale, lease, exchange, mortgage, pledge, or other disposition of all, or substantially all of the property and assets of the Association; and the purchase or sale of land or of Units on behalf of all Unit Owners shall be effectuated unless there is an affirmative vote of two-thirds (2/3) of the votes of Unit Owners.

(b) When thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of members specified in the condominium instruments, or the Act, shall require instead the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

(c) That in the event of resale of a condominium unit the Purchaser of a unit from a Seller other than the Developer pursuant to an installment contract for purchase shall during such times as he or she resides in the unit be counted toward a

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