

10/18/94

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1.05 By-Laws. Each and every of the provisions for the administration of the property, including, but not limited to, assessments, maintenance, use, occupancy, sale, leasing or alienation, 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 Developer, the Board or the Association.

1.04 Building. The Building located on the parcel and forming a part of the property and containing the units as shown by the surveys of the respective floors of the Building included in the plat.

1.03 Board. The board of directors of the Association.

1.02 Association. The 901 South Plymouth Court Condominium Association, an Illinois not-for-profit corporation.

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

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

Definitions

ARTICLE I

The Board administers the property for the 901 South Plymouth Court Condominium Association, Chicago, Illinois pursuant to the Declaration for the property legally described on Exhibit A attached to and made a part of this Restated and Amended Declaration. Pursuant to Section 27(b) of the Illinois Condominium Property Act ("Act"), the Board of Directors desire to amend the Declaration. Now therefore, the Declaration is amended and restated to conform to the provisions of the Act as follows:

W I T N E S S E T H :

The Declaration of Condominium Ownership and By-Laws for the 901 South Plymouth Court Condominium Association ("Declaration") made and entered into this day of November, 1994, by the Board of Directors of the 901 South Plymouth Court Condominium Association ("Board").

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS
FOR 901 SOUTH PLYMOUTH COURT CONDOMINIUM ASSOCIATION

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1.15 Parking Space. A part of the property within the Parking Area intended for the parking of a single motor vehicle.

1.13 Parcel. The entire tract of real estate above described which is hereby submitted to the provisions of the Act.

1.11 Occupant. Person or persons, other than an owner, in lawful possession of a unit.

1.10 Majority of the Unit Owners. Those Owners, without regard to their number, who own more than fifty percent (50%) in the aggregate of the entire undivided ownership interest in the Common Elements. Any specified percentage of the Owners shall mean those Owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Elements.

1.09 Limited Common Elements. A part of the Common Elements serving exclusively a single unit or adjoining units as an inseparable appurtenance thereto and more specifically described in Section 3.03 hereof.

1.08 Declaration. This instrument by which the Property, as hereinafter defined, is submitted to the provisions of the Act, including such amendments, if any, to this instrument as may from time to time be adopted pursuant to the terms hereof.

1.07 Common Expenses. The proposed or actual expenses affecting the property, including reserves, lawfully assessed by the Board, including the expense of the administration and operation of the common elements, the cost of additions, alterations, or improvements to the common elements, any expenses designated as common expenses by the Act, this declaration, or the By-Laws; and any other expenses lawfully incurred by the Association for the common benefit of all Unit Owners.

1.06 *Common Elements*. All portions of the Property except the Units, including the Limited Common Elements, as hereinafter defined, unless otherwise specified, more specifically described in Section 3.01 hereof.

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1.17 **Plat.** The Plat of Survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, which is attached to the Declaration as Exhibit A2 and by this reference made a part hereof which was recorded concurrently with the recording of this Declaration in the office of the Recorder of Deeds of Cook County, Illinois. The Plat sets forth the measurements, elevations, locations of the Property, and such other data as may be required by the Act. The Plat shows the location of the planes which constitute the perimeter boundaries of each Unit and shall identify each Unit with a distinguishing number or other symbol.

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

1.19 **Storage Area.** A part of the Common Elements provided for the storage of personal property owned by an Owner or Occupant.

1.20 **Unit.** A part of the Property designed and intended for any type of independent use, so specified as a Unit on the Plat, and more specifically described in Article II, excepting, however, the Building Engineer's Apartment described in Section 2.03 hereof.

1.21 **Unit Ownership.** A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

ARTICLE II

Units

2.01 *Description and Ownership.*

(a) All Units in the Building located on the Parcel are delineated on the Plat attached to the Declaration and are legally described on Exhibit B attached hereto.

(b) Each Unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the Survey, together with the fixtures, appliances and improvements located wholly within such boundaries which serve such Unit exclusively. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Survey. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Survey, and every

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such description shall be deemed good and sufficient for all purposes.

(c) Except as provided by the Act, no Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Survey.

2.02 *Certain Structures Not Constituting Part of a Unit.* Except as a tenant in common with all other Owners, no Owner shall own any structural components of the Building, or pipes, wires, conduits, ducts, flues, shafts or public utility lines, running through his Unit and forming part of any system which serves one or more other Units or the Common Elements, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

2.03 *Building Engineer's Apartment.* The building engineer's apartment (if one is included) is not a Unit, but is a part of the Common Elements. All costs incurred by the Association with respect to such engineer's apartment (including without limitation real estate taxes, repairs, maintenance, decorating, utility charges, and similar expenses) shall be included in the Common Expenses assessed pursuant to this Declaration in the same manner as other parts of the Common Elements.

ARTICLE III

Common Elements

3.01 *Description.* Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include the Parcel, the portions of the Building occupied by the stairways, entrances and exits, elevators, mail boxes, if any, recreation rooms and areas, if any, hospitality suites, swimming pool, and other amenity areas, lobbies, corridors, Storage Areas, laundry rooms, management offices, building engineer's apartment, outside walks and driveways, landscaping, security service system, if any, communication facilities, if any, master antenna connections and facilities (whether leased or owned), refuse collection system (including chutes, compactor and related refuse equipment), if any, the Parking Area, all structural parts of the Building, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, central heating and cooling systems serving the Building, as a whole, rather than central heating and cooling systems installed by an Owner for the benefit of his Unit, and such component parts of walls, floors and ceilings as are not located

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within the Units, and structural parts of the Building, including structural columns located within the Units.

3.02 *Ownership of Common Elements.* Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all other Owners of the Property. The extent or amount of such ownership shall be expressed by a percentage amount and, once determined, shall remain constant, and may not be changed without unanimous approval of all Owners.

3.03 *Limited Common Elements.* The Limited Common Elements are a part of the Common Elements serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, including specifically but not by way of limitation, balconies, patios, terraces, enclosed yards, if any, and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows and entryways, and all associated fixtures and structures therein as lie outside the Unit boundaries.

3.04 *Use of the Common Elements.*

(a) *General.* Subject to the provisions of this Declaration, each Owner and Occupant shall have the non-exclusive right to use the Common Elements (except the Limited Common Elements and the Building Engineer's Apartment, if any) in common with all other Owners and Occupants, as may be required for the purpose of ingress and egress to and use, occupancy and enjoyment of the respective Unit Owners by such Owner, and such other incidental uses permitted by this Declaration. Each Owner and Occupant shall have the right to the exclusive use and possession of the Limited Common Elements serving such Unit alone or with adjoining Units. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and be governed by the provisions of the Act, this Declaration, By-Laws, and rules and regulations of the Association.

(b) *Guest Privileges.* The aforescribed rights shall extend to the Owner and the members of the immediate family and authorized guests and other authorized Occupants and visitors of the Owner, as well as such other persons as may be designated from time to time by the Board, subject to reasonable rules and regulations with respect thereto. The use of the Common Elements and the rights of the Owners, Occupants and other persons designated from time to time by the Board with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration and the By-Laws and rules and regulations of the Board or Association, as hereinafter described. The Board shall authorize the use of the swimming pool by Unit Owners in the 1115 South Plymouth Court Condominium Association and in the 1001 South Plymouth Court Condominium Association, subject to reasonable rules and regulations, including the charging of reasonable fees, which

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rules and regulations are to be applied in a nondiscriminatory manner.

(c) *User Charges.* The Board or Association shall have the authority to impose reasonable charges and/or guest fees in connection with the use of, and to lease or grant concessions or easements with respect to, parts of the Common Elements including, without limitation the Parking Area, swimming pool, other recreational facilities and laundry facilities. All income derived by the Association from leases, concessions, or other sources, shall be held and used for the benefit of the members of the Association, pursuant to such Rules, Resolutions or Regulations as the Board may adopt or prescribe.

(d) *Disclaimer of Bailee Liability.* Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, nor any Owner shall be considered a bailee of any personal property stored in the Common Elements (including property located in storage lockers, laundry rooms and vehicles parked in the Parking Area), whether or not exclusive possession of any particular areas shall be given to any Owner for storage purposes, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

ARTICLE IV

Scope of Declaration and Certain Property Rights

4.01 *Submission of Property to the Act.* The Declaration was submitted to the provisions of the Act.

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

4.03 *Easements.*

(a) *Encroachments.* In the event that by reason of the construction, repair, reconstruction, settlement or shifting of the Property or any part thereof, (i) any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or (ii) any part of any Unit encroaches or shall hereafter encroach

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upon any part of the Common Elements, or any other Unit; then, in any such case, 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 for all purposes, including, but not limited to, the maintenance of such Units or Common Elements; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the intentional, willful or negligent conduct of such Owner or his agent.

(b) *Easements for Utilities.* The Illinois Bell Telephone Company, Commonwealth Edison Company, the Peoples Gas Light and Coke Company, and all other public and private utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the Property with utility services, together with the reasonable right of ingress to and egress from the Property for said purpose. The Board or Association may hereafter grant other or additional easements for utility purposes for the benefit of the property, over, under, along and on any portion of said Common Elements, and each Owner hereby grants the Board or Association an irrevocable power of attorney to execute, acknowledge and record or register, for and in the name of such Owner, such instruments as may be necessary to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines, components of any security service, communication and master antenna systems, or structural components, which may run through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries.

(c) *Easements to Run with Land.* All easements and rights described herein are easements appurtenant, running with the land, and so long as the Property is subject to the provisions of this Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in 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 Declaration, shall be sufficient to create and reserve such easements and rights to respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

4.04 Storage and Parking Areas of the Building.

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(a) *Storage Areas.* Each Owner or Occupant shall be responsible for his personal property located in the Storage Areas of the Common Elements and the Board may grant revocable licenses to specific storage lockers and storage rooms for such purpose, under which the licensee shall have exclusive possession of the area within his assigned locker and room during the term of such license, subject, however, to the provisions of Section 3.04(d) of this Declaration. The Board or the Association may allocate Storage Areas in the event that there are fewer Storage Areas than there are Units on such reasonable and equitable basis as the Board or Association deemed appropriate and may prescribe such rules and regulations with respect to the Storage Areas as it may deem fit; provided, however, that such rules and regulations shall apply to, and be enforced against, all Owners and Occupants on a nondiscriminatory basis.

(b) *Parking Area.* The Parking Area on the Property is a part of the Common Elements, and includes all Parking Spaces therein, and any and all entrances, exits, fixtures, equipment and associated facilities used or useful in the operation of the Parking Area. The Board or Association shall have the unrestricted right to sell, lease or assign specific Parking Spaces to the individual Owners, may impose a reasonable charge therefor, and may provide for attendant parking or self-parking or any combination thereof.

Subject to the provisions of this Section 4.04(b), the Board may prescribe such rules and regulations with respect to the Parking Area as it may deem fit; provided, however, such rules and regulations shall be applied to, and be enforced against, all Owners and Occupants on a nondiscriminatory basis.

4.05 *Separate Mortgages.* Each Owner shall have the right, subject to the provisions herein, to make separate mortgages or encumbrances or other liens on his respective Unit Ownership. No Owner shall have the right or authority to make or create, or to cause to be made or created, any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of his Unit Ownership.

4.06 *Separate Real Estate Taxes.* Real estate taxes are to be separately taxed to each Owner for his Unit Ownership, as provided in the Act. In the event that such taxes for any year are not separately taxed to each Owner, but rather are taxed on the Property as a whole, then each Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership in the Common Elements, and, in such event, such taxes shall be a Common Expense. The Board shall have the authority to advance Association funds in payment of all or a portion of such taxes pending receipt from the respective Owners of their proportionate share thereof.

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

ARTICLE V

Maintenance and Repair of the Property

5.01 *Maintenance, Repair and Replacement of Common Elements.*

(a) Except as otherwise specifically provided in this Declaration, decorating, maintenance, repair and replacement of the Common Elements shall be furnished by the Board as part of the Common Expenses.

(b) Decorating, maintenance, repair and replacement of the Parking Area shall be furnished by the Board as part of the Common Expenses.

(c) Each Owner shall furnish and be responsible for, at his expense, all of the decorating, maintenance, repair and replacement of the Limited Common Elements benefitting his Unit, in whole or in part, to the extent determined by the Board at the discretion thereof. At the direction of the Board, the Board may perform, or cause to be performed, such maintenance, repair and replacement of the Limited Common Elements and the cost to be performed, such maintenance, repair and replacement of the Limited Common Elements and the cost thereof shall be assessed in whole or in part to Owners benefitted thereby, and further, at the discretion of the Board, the Board may direct such Owners, in the name and for the account of such Owners, to arrange for such maintenance, repair and replacement, to pay the cost thereof with the funds of the Owner, and to procure and deliver to the Board such lien waivers and contractor's and subcontractor's sworn statements as may be required to protect the Property from all mechanics' and materialmen's lien claims that may arise therefrom.

5.02 *Maintenance, Repair and Replacement of Units.*

(a) Each Owner shall furnish and be responsible, at his expense, for all of the maintenance, repairs and replacements within his own Unit and of the doors thereto, and his additions, betterments and improvements thereto, and all internal installations of such Unit such as refrigerators, ranges, and other kitchen appliances, laundry appliances, lighting fixtures and other electrical fixtures, and plumbing, and any portion of any other

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utility service facilities located within the Unit boundaries as specified in Section 2.01; provided that the Board may, in its discretion, cause maintenance services to be performed within a Unit upon the request of an Owner and may charge a reasonable fee for such services.

(b) Each Owner shall also furnish all of the decorating within his own Unit and, subject to reasonable rules and regulations adopted by the Board, Limited Common Elements appurtenant thereto (initially and thereafter from time to time), including painting, wallpapering, washing, cleaning, panelling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating.

(c) Each Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceiling as lie within the boundaries of his Unit as shown on the Survey, and such Owner shall maintain such portions in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board or Association. The cleaning and washing of the interior surfaces of all windows forming part of a perimeter wall of a Unit is the responsibility of each respective Owner.

(d) The Board or Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, if any, of each Unit which contribute to the support of the Building, excluding, however, interior wall, ceiling and floor surfaces and additions within, improvements and betterments to and decorating of the Units and Limited Common Elements by the Unit Owners. In addition, the Board or Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishings of utility services which may be located within the Unit boundaries as specified in Section 2.01 hereof, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Owner under subparagraph (a), above, or any other provision of this Declaration. The cleaning and washing of the exterior surfaces of all windows forming part of a perimeter wall of a Unit will be furnished by the Board as a part of the Common Expense.

(e) Whenever the Board shall determine, in its discretion, that any maintenance, repair, or replacement of any Unit is necessary to protect the Common Elements or any other portion of the Property (i) if such work is made necessary through the fault of the Owner, then the Board may direct the Owner thereof to perform such maintenance, repair, or replacement and pay the cost thereof, or (ii) if such work is made necessary through no fault of the Owner, then the Board may cause the work to be done and the cost thereof shall be a Common Expense. If an Owner fails or refuses to perform any such maintenance, repair, or replacement

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within a reasonable time after so directed by the Board pursuant to the preceding sentence, then the Board may cause such maintenance, repair or replacement to be performed at the expense of such Owner. The determination of whether or not the work is necessary through the fault of the Owner shall be made by the Board and such determination shall be final and binding.

5.03 *Nature of Obligations.* Nothing herein contained shall be construed to impose a contractual liability upon the Association for maintenance, repair and replacement, but the Association's liability shall be limited to damages resulting from negligence. The respective obligations of the Association and Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the Building, nor because they may become entitled to the benefit of any construction warranty or proceeds under policies of insurance. In addition, and notwithstanding anything hereinabove to the contrary, no Owner shall have a claim against the Board or Association for any work (such as exterior window cleaning, or repair of the Common Elements), ordinarily the responsibility of the Board or Association, but which the Owner himself has performed or paid for, unless the same shall have been consented to in advance by the Board or Association or the Developer in writing, which consent shall not be unreasonably withheld.

5.04 *Negligence of Owner.* If, due to the negligent act or omission of an Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such 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 Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board.

5.05 *Additions, Alterations or Improvements.*

(a) The Board may authorize and charge as a Common Expense (or in the case of Limited Common Elements may charge the Owners benefitted thereby) additions, alterations, or improvements to the Common Elements; provided, however, the Board shall not approve any of such additions, alterations, or improvements requiring an expenditure in excess of Ten Thousand Dollars (\$10,000), unless same are required for emergency repair, protection or operation of the Common Elements, without the prior approval of Owners owning two-thirds (2/3) of the total ownership interest in the Common Elements. The terms capital additions and improvements shall include structural and non-structural additions and improvements.

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(b) No additions, alterations or improvements shall be made by an Owner to any part of the Common Elements and no additions, alterations or improvements shall be made by an Owner to his Unit (where such work alters the structure of the Unit or increases the cost of insurance required to be carried by the Board hereunder) without the prior written consent of the Board. The Board may (but shall not be required to) condition its consent solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay to the Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by an Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

(1) Require the Owner to remove the addition, alteration or improvement and restore the Property to its original condition, all at the Owner's expense; or

(2) If the Owner refuses or fails to properly perform the work required under (1), the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or

(3) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

In any event, an Owner shall be responsible for any damage to other Units and the Common Elements which are the result of any additions, alterations or improvements made by said Owner.

ARTICLE VI

Covenants and Restrictions as to Use and Occupancy

6.01 The Property shall be occupied and used as follows which uses are consistent with the Property being operated as a condominium building of the highest grade:

(a) Each Unit or any two or more adjoining Units used together shall be used for housing and related common purposes for which the Property was designed and for no other purpose. That part of the Common Elements separating any two or more adjoining Units which are owned by the same Owner may, with the prior written consent of the Board, be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be reasonably determined by the Board, which conditions may include, but without limitation, the delivery of

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adequate security or assurances to the Association to provide for the restoration of the Common Elements so altered.

(b) Each Unit shall not be occupied for a sleeping quarters by more than the following specified persons (defined for the purposes of this section as not including any Person two (2) years old or younger):

one-bedroom unit:	two (2) persons
two-bedroom unit:	four (4) persons
three-bedroom unit:	six (6) persons
four-bedroom unit:	eight (8) persons

(c) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements (except in areas designed for such purpose) without the prior consent of the Board or except as hereinafter expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit.

(d) Nothing shall be done or kept in any Unit or in the common elements serving the Units which will increase the rate of insurance on the Property or contents thereof without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Property, or contents thereof, or which would be in violation of any law.

(e) Owners shall not cause or permit anything to be placed on the outside walls of the Building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, nor cause or permit the enclosure (either partially or entirely) of any exterior portions of the Building, without the prior consent of the Board.

(f) In order to enhance the sound conditioning of the Building, the floor covering for all Units shall meet the following minimum standards: the entire floor area of each Unit (excluding therefrom the floor area of the kitchen and bathrooms) shall have an underlayment of one-quarter inch (1/4") cork beneath one-half inch (1/2") plywood subflooring wherever such floor area is not covered by carpeting.

(g) No animals of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats, or other usual household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the

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Property upon five (5) days' written notice from the Board and the decision of the Board shall be final. The Board may restrict pets from access to any portions of the Common Elements, and may designate other portions of the Common Elements to accommodate the reasonable requirements of Owners who keep pets.

(h) No noxious or offensive activity, interior renovation, structural changes or alterations shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.

(i) Nothing shall be done in, on or to any part of the Property which will impair the structural integrity of the Building or which would structurally change the Building except as is otherwise provided herein. No Owner shall overload the electric wiring in the Building, or operate machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others. No Owner shall overload the floors of any Unit. The use of waterbeds and similar furnishings which may cause floor overloads shall be subject to Board approval. In order to ensure proper operation, any washer and dryer or other laundry equipment installed in any Unit shall comply both as to type of equipment and as to plumbing and electrical installation with minimum standards specified by rules and regulations from time to time made by the Board.

(j) No clothes, sheets, blankets, laundry of any kind, or other similar articles shall be hung out on any balcony or other parts of the Common Elements except as permitted by rules and regulations of the Board. The Property shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board.

(k) There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that, subject to reasonable rules and regulations of the Board, (1) baby carriages, bicycles, and other personal property may be stored in the Storage Areas designated for that purpose and (2) all recreational and amenity and service areas may be used for their intended purposes.

(l) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted in any Unit.

(m) No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property.

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(n) Except upon the approval of the Board or except as otherwise permitted by this Declaration, nothing shall be altered or constructed in or removed from the Common Elements.

(o) The Unit restrictions in paragraphs (a) and (1) of this Section 6.01 shall not, however, be construed in such a manner as to prohibit an Owner from: (1) maintaining his personal professional library therein; (2) keeping his personal business or professional records or accounts therein; or (3) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal resident use and not in violation of paragraphs (a) and (1) of this Section 6.01.

(p) The use and enjoyment of the Property shall be subject to reasonable rules and regulations duly adopted by the Board from time to time, provided that no rule or regulation shall be effective unless and until at least ten (10) days' notice thereof is given to all Owners. Adoption and amendment of rules and regulations covering the details of the operation and use of the property shall be adopted 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; provided no rule or regulation may impair any rights guaranteed by the first Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution; nor may any rules or regulations conflict with the provisions of the Act or the condominium instruments;

ARTICLE VII

Administration

7.01 Administration of Property. The direction and administration of the Property shall be vested in the Board of Directors (herein sometimes referred to as the "Board" or the "Board of Managers") which shall consist of five (5) persons (herein sometimes referred to as "directors") who shall be elected in the manner hereinafter set forth. Each member of the Board shall be one of the Owners, provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, trust or other legal entity shall be eligible to serve as a member of the Board. If there are multiple owners of a single Unit, only one of the multiple owners shall be eligible to serve as a member of the Board at any one time.

7.02 Association. The Association has been formed as a not-for-profit corporation under the General Not-For-Profit Corporation Act of the State of Illinois, having the name THE 901 SOUTH

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PLYMOUTH COURT CONDOMINIUM ASSOCIATION and shall be the governing body of all of the Owners for the maintenance, repair, replacement, administration and operation of the Property. The Board shall be deemed to be the "Board of Managers" for the owners referred to in the Act. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of Owners in accordance with the provisions contained herein. Each Owner shall be a member of the Association so long as he shall be an Owner, and such membership shall automatically terminate when he ceases to be an Owner, and upon the transfer of his ownership interest the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. The Association may issue certificates evidencing membership therein. The Association shall have only one class of membership.

In the event of a resale of a condominium unit, the purchaser, pursuant to an installment contract for purchase, shall during such times as he or she resides in the unit be counted toward a quorum for the purposes of election of members of the Board of Managers at any meeting of the unit owners called for purposes of electing members of the Board. shall have their right to vote for the election of members of the Board and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents.

7.03 Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Owners. Such person shall be known (and hereinafter referred to) as a "voting member." Such voting member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or be some person designated by such Owner or Owners to act as proxy on his or their behalf and who must be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all such Owners may be present, in person or by proxy, at any meeting of the voting members and (those constituting a group acting as a single voting member) may vote or take any other action as a single voting member either in person or by proxy. The total number of votes of all voting members shall be 100, and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit B. From and after the date on which thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the

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votes in the Association, any percentage vote of Owners specified herein shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

The Board may disseminate to Unit Owners' biographical and background information about candidates for election to the Board if: (1) no preference is expressed in favor of any candidate; and (2) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated. Ballots and proxies distributed for Board elections must give Unit Owners the opportunity to designate any persons as the proxy holder and the opportunity to express a preference for any of the known candidates for the Board or write in a name.

7.04 Meetings.

(a) **Quorum.** 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 having twenty percent (20%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

(b) **Annual Meeting.** There shall be an annual meeting of the voting members, one of the purposes of which shall be to elect members of the Board as hereinafter provided. Such annual meetings shall occur within fifteen (15) days of the anniversary of the initial meeting, or at such other reasonable time or date as may be designated by written notice of the Board delivered to the voting members not less than ten (10) and no more than thirty (30) days prior to the date fixed for said meeting.

(c) **Special Meetings.** Special meetings of the voting members may be called at any time by the President, the Board, or twenty percent (20%) of the Unit Owners for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. The following matters shall require the approval of voting members having not less than two-thirds (2/3) of the total votes: (i) the merger or consolidation of the Association; (ii) the sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all, of the property and assets of the Association; and (iii) the purchase or sale or lease of Units or other real estate on behalf of all Owners. Said meetings may be called by the President of the Board or by the

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voting members having twenty percent (20%) of the total votes and delivered not less than ten (10) days and no 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.

7.05 *Notice of Meetings of Voting Members.* Notice of meetings of voting members required to be given herein may be delivered either personally or by mail to the persons 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 Owner with respect to which such voting right appertains, if no address has been given to the Board; provided that any such notice shall be delivered no less than ten (10) and no more than thirty (30) days prior to the date fixed for such meeting and shall state the time, place and purpose of such meeting.

7.06 *Board of Directors.*

(a) In all elections for members of the Board, each voting member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Board members shall be elected for a term of two (2) years each. Members of the Board may succeed themselves. 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 decrease the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3) and that the terms of at least one-third ($1/3$) of the persons on the Board shall expire annually. Members of the Board shall not receive any compensation for their services as a director. 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. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt; provided, however, that (i) that each Unit Owner shall receive notice in the same manner as is provided in this Act for a membership meeting, of any meeting of the Board of Managers concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment, (ii) that if an adopted budget requires assessment against the Unit Owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board of Managers, upon written petition by Unit Owners with twenty percent (20%) of the votes of the association filed within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of filing of the petition to consider the budget; that unless a majority of the votes of the Unit Owners are cause at the meeting to reject the budget, it is

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ratified whether or not a quorum is present, that in determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, and anticipated expenses by the association which are not anticipated to be incurred on regular or annual basis, shall be excluded from the computation; and (iii) the Board shall meet no less than four (4) times each year. A majority of the total number of members on the Board shall constitute a quorum.

(b) 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 be designated to mail and receive all notices and execute all amendments hereto as provided herein and in the Act, a Secretary who shall keep the minutes of all meeting of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of the Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. Any officer may be removed at any meeting by the affirmative vote of the majority of the members of the Board, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

(c) 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 annual meeting or special meeting called for the purpose. A successor to fill the unexpired term of a board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

(d) Any action required by this Declaration to be taken at a meeting of the members of the Board, or any other action, which may be taken at a meeting of the Board, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Board.

(e) Written notice stating the place, date and hour of any meeting of the Board may be delivered either personally or by mail to each member of the Board not less than five (5) days prior to the date of such meeting. The purpose for which the meeting is called shall be stated in the notice.

(f) That meetings of the Board of Directors 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 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

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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 or portions thereof required to be open by this 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 forty-eight (48) hours prior to such meeting unless a written waiver of such notice is signed by the Owner entitled to such notice prior to the convening of such meeting. A "meeting of the Board of Directors" means any gathering of the Board held for the purpose of conducting Board business.

(g) A vacancy shall be filled by the Board or among the remaining members of the Board by two-thirds (2/3) vote until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of the petition.

7.07 *General Powers of the Board.* The Board shall have all the powers vested in it by the Act, including but not limited to the following general powers:

(a) The Board or its agents, upon reasonable notice, may enter any Unit when necessary in connection with any maintenance, repair or replacement for which the Board is responsible or may enter any Unit to make emergency repairs as may be necessary to prevent damage to the Common Elements or to any other Unit or Units.

(b) The Board by vote of at least two-thirds (2/3) of the persons on the Board shall have the authority to lease or grant licenses, concessions and contracts with respect to any part of the Common Elements, including, but without limitation, leases and/or licenses relating to the Master Antenna Section, Parking Area and Laundry Area.

(c) 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. The managing agent of the Property may be authorized to execute those documents required to enable it to perform its duties under its management agreement.

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(d) The Board's duties shall include adoption and amendment of rules and regulations covering the details of the operation and use of the property and shall be adopted 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; provided no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution; nor may any rules or regulations conflict with the provisions of the Act or the condominium instruments.

(e) The Board may engage the services of an agent to manage the portions of the Property for which the Board is responsible pursuant to this Declaration, to the extent deemed advisable by the Board.

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

(g) The Board shall have the power and duty to provide for the designation, hiring and removal of employees and other personnel, including lawyers and accountants, to engage or contract for services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent).

(h) The Board shall have the power to bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for Common Expenses under the Act, or at a sale pursuant to an order or direction of a court, or other involuntary sale; upon the consent or approval of Owners owning not less than sixty-six and two-thirds percent ($66\frac{2}{3}\%$) in the aggregate of the undivided ownership of the Common Elements.

(i) The Board shall have the power to exercise all other powers and duties of the Board of Directors or Owners as a group referred to in the Declaration or the Act.

(j) Subject to the provisions of Section 5.01(c) and 8.08 hereof, the Board for the benefit of all the Owners shall acquire and shall pay out of the maintenance funds hereinafter provided for, the following:

(1) Operating expenses of the Common Elements, including water, electricity and telephone and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units.

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(ii) Services of any person or firm to act on behalf of the Owners in connection with real estate taxes and special assessments on the Unit Ownerships, and in connection with any other matter where the respective interests of the Owners are deemed by the Board to be similar and non-adverse to each other. The cost of such services shall be Common Expenses.

(iii) Painting, cleaning, outside window washing, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of windows and of the Units and of the hallway doors appurtenant thereto, which the Owners shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.

(iv) Any other materials, supplies, utilities, furniture, equipment, labor, services, maintenance, repairs or structural alterations which the Board is required to secure or pay for, pursuant to the terms of the Declaration and By-Laws or 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.

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

(vi) Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements, or any other portion of the Building, and an Owner of any Unit 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 delivered by the Board to said Owner, provided that the Board shall levy a special assessment against such Owner for the cost of said maintenance or repair.

Notwithstanding anything to the contrary contained in this Section 7.07 and elsewhere in this Declaration, the Board shall not have the authority to physically alter the use or character of the Common Elements without, in each case, the prior written consent of the voting members having a majority of the total votes. The Board may not enter into a contract with a current Board member or with

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a corporation or partnership in which a Board member has twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Unit Owners, for an election to approve or disapprove the contract, such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. Such compensation shall be approved or ratified by vote of the voting members having a majority of the total votes, or be included in a budget so approved or ratified.

7.05 Insurance

(a) The Board shall have the authority to and shall obtain insurance for the Property, including the Unit 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 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 on appropriate insurance appraisals. The cost of any and all such appraisals shall be Common Expenses. All said policies of insurance (i) shall be written in the name of, and the proceeds thereof shall be payable to, the Board as trustee for each of the Owners in accordance with their percentage of ownership in the Common Elements; (ii) shall contain standard mortgage clause endorsements in favor of the mortgagees as their respective interests may appear, (iii) shall provide that the insurance, as to the interests of the Board, shall not be invalidated by any act or neglect of any Owner, (iv) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement thereof, such option shall not be exercisable if the Owners elect to sell the Property or remove the Property from the provisions of the Act, (v) to the extent possible, shall provide that such policy shall not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' written notice to the Owner and mortgagee of each Unit, and (vi) shall contain waivers of subrogation with respect to the Association, its officers, the members of the Board, the managing agent, their respective employees and agents, and the Owners and Occupants.

(b) The Board shall have the authority to and shall obtain comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any Owner occurring in, on or about the Property or upon, in or about the streets and passageways and

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other areas adjoining the Property, in such amounts as the Board shall deem desirable, insuring the Board, the Association, the management agent, and their respective employees, agents and all persons acting as agents. The Owners shall be included as additional insured, but only with respect to that portion of the Property not reserved for their exclusive use. Said insurance shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against any of the above named insured parties and shall cover claims of one or more insured parties against other insured parties.

(c) The Board shall have the authority and shall obtain insurance for the Property as follows:

(i) Insurance on the Property (exclusive of the Parcel and excavations, foundations and footings) against all loss or damage from explosions of boilers, heating apparatus, pressure vessels and pressure pipes installed in, on or about said Property, in such amount as the Board shall deem desirable.

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

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

(iv) Directors and officers liability insurance.

(v) The Association shall obtain and maintain fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage available to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and a management company. The Association shall be the direct obligee of any such fidelity bond. A management company holding reserve funds of an association shall at all times maintain a separate account for each association, provided, however, that for investment purposes, the Board may authorize a management company to maintain the Association's reserve funds in a single interest bearing account with similar funds of other associations. The management company shall at all times maintain records identifying all moneys of each association in such investment account. The management company may hold all operating funds of associations which it manages in a single operating account, but shall at all times maintain records identifying

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all moneys of each association in such operating account. Such operating and reserve funds held by the management company for the Association shall not be subject to attachment by any creditor of the management company.

(vi) Such other insurance (including insurance with respect to the Parking Area) in such reasonable amounts as the Board shall deem desirable.

(d) The premiums for all of the insurance obtained pursuant to this Section 7.08 shall be Common Expenses and all said insurance shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Illinois.

(e) The Association, for the benefit of the Owners and the mortgagees of each Unit, shall pay the premiums on the policies of insurance described in Section 7.08 at least thirty (30) days prior to the expiration dates of the respective policies and shall notify the Owner and mortgagee of each Unit of such payment within ten (10) days after the date on which the payment is made.

(f) The loss, if any, under any policies of insurance described in Section 7.08(a) shall be payable and the insurance proceeds paid, on account of any such loss shall be applied and disbursed as follows:

(i) To the Board, or trustee for each of the Owners in their respective percentages of ownership in the Common Elements as established in the Declaration, in the case of any one loss, of Fifty Thousand Dollars (\$50,000.00) or less in the aggregate, which insurance proceeds less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, shall be applied to the payment of the cost of restoring the Property to substantially the same condition in which it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before, free from vendor's, mechanic's, materialman's and other similar liens; or

(ii) In case of any one loss exceeding Fifty Thousand Dollars (\$50,000.00) in the aggregate, then the insurance proceeds shall be paid to a corporation designated by the Board that is qualified to accept and execute trusts in the State of Illinois and having capital of not less than Five Million Dollars (\$5,000,000.00), which corporation, together with the Board of Directors (collectively the "Insurance Trustee") pursuant to the Act for the purpose of collecting and disbursing the insurance proceeds described in this

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subparagraph (ii). Such proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, and the fees of the Insurance Trustee, shall be applied by the Insurance Trustee to the payment of the cost of restoring the Property to substantially the same condition in which it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before. Such proceeds shall be paid by the Insurance Trustee to or for the account of the Association, from time to time as work progresses, in such manner as shall be required to facilitate the restoration of the Property in accordance with the provisions of the Act. The Association and the Insurance Trustee may, prior or subsequent to any such loss, enter into an insurance trust agreement further implementing the provisions of the Act and this Declaration with respect to the collection and disbursement of proceeds of insurance by the Insurance Trustee.

(g) Each 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 liability insurance for all of the Owners obtained as part of the Common Expenses as above provided and the Board shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Owners. The Board shall obtain insurance on any additions, alterations or improvements made by any Owner to his Unit upon such Owner's notice to the Board for any additional premiums attributable thereto; provided that upon the failure of such Owner to so notify the Board, 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, and provided further in such event, such Owner shall be liable for any deficiency in any insurance loss recovery to the building and to any Unit therein resulting from such Owner's failure to so notify the Board.

(h) Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Association, its Directors and Officers, the manager and the managing agent if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

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7.09 *Cancellation of Insurance.* The Board shall be responsible, in the event any insurance required under Section 7.08(a) or (b) is canceled, for serving notice of such cancellation upon any person insured thereunder.

7.10 *Director and Officer Liability.* Neither the directors nor the officers of the Association shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Owners shall indemnify and hold harmless each of the directors and each of the officers, his heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association or arising out of their status as directors or officers unless such contract or act shall have been made fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any director or officer may be involved by virtue of such person being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for gross negligence or fraud in the performance of his duties as such director or officer. It is also intended that the liability of any Owner arising out of any contract made by or other acts of the Board or officers of the Association, or out of the aforesaid indemnity in favor of the members of the Board and officers of the Association, shall be limited to such proportion of the total liability hereunder as his percentage of interest in the Common Elements bears to the total percentage of interest of all Owners in the Common Elements. Every agreement made by the Board or by the managing agent on behalf of the Owners shall provide that members of the Board or the managing agent, as the case may be, are acting only as agents for the Owners, and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Owners in the Common Elements.

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ARTICLE VIII Assessments

8.01 *Preparation of Annual Budget.* Each year on or before November 1, the Board shall cause to be prepared a proposed budget for the ensuing calendar year. Such budget shall take into account the estimated Common Expenses and cash requirements for the year, by category, including wages, materials, insurance, services, supplies and all other Common Expenses, together with an indication of which portions are intended for reserves, capital expenditures or repair or payment of real estate taxes. The budget shall provide for reasonable reserves for capital expenditure and deferred maintenance for repair or replacement of the Common Elements. To determine the amount of reserves appropriate for the Association, the Board of Managers shall take into consideration the following: (i) the repair and replacement cost and the estimated useful life of the property which the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the buildings and common elements, and energy systems and equipment; (ii) the current and anticipated return on investment of association funds; (iii) any independent professional reserve study which the Association may obtain; (iv) the financial impact on Unit Owners, and the market value of the condominium units, of any assessment increase needed to fund reserves; and (v) the availability of the Association to obtain financing or refinancing. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements and to the extent that the assessments and other cash income collected from the Owners during the preceding year are more or less than the expenditures during the preceding year, the surplus or deficit shall also be taken into account. A copy of the proposed budget shall be furnished to each Owner at least thirty (30) days prior to its adoption by the Board.

8.02 *Annual Assessment.* On or before January 1 of the ensuing calendar year, and the 1st of each and every month of said year, each Owner jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, as his respective monthly assessment for the Common Expenses, one-twelfth (1/12) of this proportionate share of the Common Expenses for each year as shown by the annual budget. Such proportionate share for each Owner shall be in accordance with his respective percentage of ownership in the Common Elements as set forth in Exhibit B attached hereto. No Owner shall be relieved of his obligation to pay his assessments for Common Expenses by abandoning or not using his Unit, the Common Elements, or the Limited Common Elements. If any Owner shall fail or refuse to make any such payment of the Common Expenses or fine when due, the amount thereof, together with interest at the maximum rate permitted by the laws of the State of Illinois, shall constitute a lien on the interest of such Owner in

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the Property as provided in the Act, provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the Unit Ownership of such Owner which secures a debt to a bank, insurance company, savings and loan association, or other lender, except with respect to the proportionate share of the Common Expenses which become due and payable from and after the date upon which any such mortgagee accepts a conveyance of any interest therein (other than as security).

8.03 *Failure to Prepare Annual Budget.* In the event that the Board shall not approve a proposed annual budget, shall fail to determine new monthly assessments for any year, or shall delay in doing so, each Owner shall continue to pay each month the amount of his respective monthly assessment as last determined.

8.04 *Reserve for Contingencies and Replacements.* The Board may build up and maintain a reasonable reserve for contingencies and replacements, which reserve shall be segregated and allocated for specific purposes. Extraordinary expenditures not originally included in the proposed annual budget which may become necessary during the year shall be charged first against such reserve.

8.05 *Special Assessments.* In the event the proposed annual budget is inadequate for any reason or an extraordinary expense is incurred or anticipated for any year, the Board may levy a special assessment, which shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements as follows: (i) each Owner shall receive notice, in the same manner as is provided for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a special assessment; (ii) except as provided in subsection (iv) of this paragraph, if an adopted budget or any special assessment would result in the sum of all regular and special assessments payable in the current fiscal year exceeding 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by the Owners with 20% of the votes of the Association delivered to the Board within 14 days of the Board action, shall call a meeting of the Owners within 30 days of the date of delivery of the petition to consider the budget or special assessment; that unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or special assessment, it is ratified; (iii) that any Common Expenses not set forth in the budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against all Owners; (iv) special assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Owner approval or the provisions of (ii) above or (v) below ("emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Owners; (v) assessments for additions and

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alterations to the Common Elements or Association-owned property not included in the adopted budget shall be separately assessed and are subject to approval of two-thirds of the total votes of all Owners; (iv) that the Board may adopt special assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by items (iv) and (v), the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved. As provided in Section 7.06(a), a special assessment shall become effective with the monthly assessment next due after the delivery or mailing of such notice of special assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

8.06 *Annual Report.* On or before April 1, the Board shall cause to be furnished to each Owner an itemized accounting of the Common Expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or repayment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment and showing the net excess or deficit of income over expenditures plus reserves.

8.07 *User Charges.* The Board may establish, and each Owner shall pay, user charges to defray the expense of providing services, facilities or benefits which may not be used equally or proportionately by all of the Owners or which, in the judgment of the Board, shall not be charged to every Owner. Such expenses may include, without limitation, fees for the use of any recreational facilities located in the Common Elements, including the swimming pool, the master antenna system, the Parking Area, and fees for such other services and facilities provided to Owners which should not reasonably be allocated among all the Owners in the same manner as the Common Expenses. Such user charges may be billed separately to each Owner benefitted thereby, or may be added to such Owner's share of the Common Expenses, as otherwise determined and collected as a part thereof. Nothing herein shall require the establishment of user charges pursuant to this Section, and the Board may elect to treat all or any portion thereof as Common Expenses.

8.08 *Books and Records.* The Board shall keep full and correct books on account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner at such reasonable time or times during normal business hours as may be requested by the Owner or their mortgagees and their duly authorized agents or attorneys as follows:

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(1) Copies of the recorded Declaration, By-Laws, other condominium instruments and any amendments, Articles of Incorporation of the Association, annual reports and any rules and regulations adopted by the Association or its Board.

(2) Detailed accurate records in chronological order of the receipts and expenditures affecting the common elements specifying and itemizing maintenance and repair expenses of the common elements and any other expenses incurred, and copies of all contracts, leases or other agreements entered into by the Association shall be maintained.

(3) The minutes of all meetings of the Association and the Board shall be maintained for not less than seven (7) years.

(4) Ballots and proxies for all elections to the Board and for any other matters voted on by the Unit Owners for a period of not less than one (1) year.

(5) Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General-Not-For Profit Corporation Act of 1986.

Where a request for records under this Section is made in writing to the Board or its agent, failure to provide the requested record or to respond within thirty (30) days shall be deemed a denial by the Board. A reasonable fee may be charged by the Association or its Board for the actual cost of copying.

Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Owner or Owner's mortgagee shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

ARTICLE IX

Sale, Leasing or Other Alienation

9.01 Sale or Lease. Subject to the exceptions and limitations set forth in Section 9.08 and 9.09 of this Declaration, any Owner of a Unit who wishes to sell or lease his Unit, any owner of the beneficial interest in a Unit who wishes to sell or assign said beneficial interest, and any lessee of any Unit wishing to assign or sublease his lease of such Unit, shall give to the Board not less than thirty (30) days' prior written notice of the terms of any contemplated sale or assignment or lease, together with the name, address and financial and character references of the proposed purchaser or assignee or lessee or sublessee and such other information, as the Board may reasonably require. The

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members of the Board acting on behalf of the other Owners shall at all times have the first right and option to purchase or lease such Unit upon the same terms, which option shall be exercisable for a period thirty (30) days following the date of receipt by the Board of such notice. If said option is not exercised by the Board within said thirty (30) days, the Owner (or lessee in the case of a sublease or assignment) may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, contract to sell, assign the beneficial interest in or lease (or sublease or assign) such Unit to the proposed purchaser or assignee or lessee or sublessee named in such notice upon the terms specified therein. If the Owner (or lessee in the case of a sublease or assignment) fails to close said proposed sale or lease transaction within said ninety (90) day period, the Unit shall again become subject to the Board's right of first refusal as herein provided.

The provisions of this Declaration, By-laws, Rules and Regulations and the Act shall be incorporated into each lease. The Board may file suit to enjoin a tenant from occupying a Unit or may seek to evict a tenant for failure of the lessor-owner to comply with these requirements and may proceed directly against the tenant.

9.02 Involuntary Sale.

(a) In the event any Unit or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale or a conveyance or sale in lieu of such foreclosure by a mortgagee of such Unit), the person acquiring title through such sale shall, before taking possession of the Unit so sold, give forty-five (45) days' written notice to the Board of his intention so to do, whereupon the Board acting on behalf of the Owners shall have an irrevocable option to purchase such Unit 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 forty-five (45) 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 forty-five (45) day period.

(b) In the event any 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, 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, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article XII hereof.

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9.03 *Consent of Voting Members.* The Board shall not exercise any options granted it pursuant to Sections 9.01 and 9.02 hereof to purchase any Unit or interest therein, without the prior written consent of the voting members having sixty-six and two-thirds percent (66-2/3%) of the total votes. The members of the Board or their duly authorized representatives, acting on behalf of the other Owners, may bid to purchase at any sale of a Unit or interest therein, of any Owner, living or deceased, which is held pursuant to an order or direction of a court, upon the prior written consent of the voting members having sixty-six and two-thirds percent (66-2/3%) of the total votes, which consent shall set forth a maximum price which the members of the Board or their duly authorized representatives are authorized to bid and pay for said Unit or interest therein.

9.04 *Release or Waiver of Option.* Upon the approval of the Board, the options contained in Section 9.01 and 9.02 hereof may be released or waived and the Unit or interest therein which is subject to an option set forth in this Article may be sold, conveyed or leased free and clear of the provisions of this Article. Waivers applicable to future subleases may be included in any prime lease so approved.

9.05 *Proof of Termination of Option.* A certificate executed and acknowledged by the Secretary of the Board or the Association stating that the provisions of this Article IX as hereinabove set forth have been met by an Owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Owners in favor of all persons who rely thereon in good faith and such certificate shall be furnished to an 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 Dollars (\$10.00).

9.06 *Financing of Purchase under Option.*

(a) Acquisition by the Board of Unit Ownership or any interest therein under the provisions of this Article shall be made from the reserve for contingencies and replacements. If said reserve is insufficient, the Board shall levy an assessment against each remaining Owner in proportion to the interests of all remaining Owners in the Common Elements which assessment shall become a lien and be enforceable in the same manner as provided in Section 12.03 of this Declaration.

(b) The Board, in its discretion, may borrow money for and on behalf of the Association to finance the acquisition of any Unit Ownership or interest therein authorized by this Article; provided, however, that no financing may be secured by an encum-

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branch or hypothecation of any portion of the Property other than the Unit Ownership or interest therein to be acquired.

9.07 *Title to Acquired Interest.* Unit Ownerships or interests therein acquired by the Board pursuant to the terms of this Article shall be held of record in the name of the members of the Board and their successors in office, or such nominee as they shall designate, for the benefit of all the Owners. All costs and expenses incurred by the Association during the period in which the Board, or said nominee, owns said Unit Ownership or is required to pay rent with respect thereto, shall be Common Expenses. Said Unit Ownership 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 assessment fund and credited to each Owner in the same proportion in which the Board could levy a special assessment under the terms of Section 8.06 of this Declaration.

9.08 *Exceptions of Board's Right of First Refusal.*

(a) The rights of first refusal and options provided for in Sections 9.01 and 9.02 of this Declaration shall not apply to any sale, lease, sublease, gift, devise or other transfer (including the assignment of beneficial interest) by or between co-owners of the same Unit, or to the spouse, or to any descendants of the Owner, or any one or more of them, or to any trustee of a trust, the sole beneficiary or beneficiaries of which are the Owner, the spouse or descendants of the Owner, or any one or more of them.

(b) The rights of first refusal provided for in Section 9.01 of this Declaration shall not apply to any sale, lease, sublease or other transfer or conveyance (including an assignment of the beneficial interest) by any Owner to the Association, or by the Association to any other entity.

9.09 *Limitation on Ownership of Units.* At no time shall title and ownership of more than two (2) Units be vested in or held by the same natural person or persons, their agents, assigns, heirs, or nominees or by any corporation, trust, organization, or other entity, their agents, assigns or nominees.

ARTICLE X

Damage, Destruction, Condemnation and Restoration of Building

10.1 *Sufficient Insurance.* In the event the improvements forming a part of the Property, or any portion thereof, including

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any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration, or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds (including the Insurance Trustee) in payment therefor.

10.02 *Insufficient Insurance.* In the event the Property or the improvements thereon so damaged or destroyed are not insured against the peril which caused the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, or in the event the Property or any part thereof shall be taken by eminent domain or any proceeding in the nature of eminent domain, and the Owners and all other parties in interest do not voluntarily make provisions for reconstruction, repair, or restoration of the improvements within one hundred eighty (180) days after said damage, destruction, or taking, then the provisions of the Act in such event shall apply. Notwithstanding the foregoing, if such damage, destruction or taking renders uninhabitable fewer than one-half (1/2) of the Units, then, upon the affirmative vote of not fewer than three-fourths (3/4) of the Owners voting at a meeting called for that purpose, the Board shall cause the Property or any affected part thereof to be repaired, restored and reconstructed. Such 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 damage, destruction or taking. At such meeting, the Board, or its representative, shall present an estimate of the cost of repair, restoration, or reconstruction and the estimated amount of necessary separate assessments to be levied against each Owner. All holders of first mortgages of record shall be notified by the Board of any eminent domain proceeding.

10.03 *Repair, Restoration or Reconstruction of the Improvements.* As used in this Article, "repair, restoration or reconstruction" of improvements means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and Common Elements having the same vertical and horizontal boundaries as before.

ARTICLE XI Sale of Property

11.01 At a meeting duly called for such purpose, the Owners by affirmative vote of at least seventy-five percent (75%) of the total number of votes of all voting members, 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

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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 13.02 of this Declaration. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts as in manner and form which may be necessary to effect such sale; provided, however, that any 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 value of this interest, as determined by an appraisal, less the amount of any unpaid assessments or charges due and owing from such Owner. In the absence of agreement on an appraiser, such Owner and the Board may each select a qualified appraiser, experienced in the appraisal of condominium units in Chicago, Illinois, and the two (2) so selected, shall select a third appraiser, experienced in the appraisal of condominium units in Chicago, Illinois, and the fair market value, as determined by a majority of the three (3) so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

ARTICLE XII Remedies

12.01 *Self-Help by Board.* In the event of a violation by an Owner (or Occupant) of the provisions, covenants or restrictions of the Act, the Declaration, the By-Laws, or rules or regulations of the Board, upon not less than ten (10) days' prior written notice, the Board shall have the right to enter upon that part of the Property where the violation or breach exists and summarily abate, remove or do whatever else may be necessary to correct such violation or breach. Any and all expenses in connection with the exercise of the right provided by this section shall be charged to and assessed against the violating Owner. The Board or its agents shall not thereby be deemed guilty in any manner of trespass.

12.02 *Involuntary Sale.* If any Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration, the By-Laws, or the rules or regulations adopted by the Board, and such violations shall not be cured within thirty (30) days after notice in writing from the Board, or shall reoccur more than once thereafter, then the Board shall have the power to issue to said defaulting Owner a ten (10) day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit, and thereupon any action may be filed by the Board against said defaulting Owner for a decree declaring the termination of said

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defaulting Owner's right to occupy, use or control the Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the defaulting Owner from reacquiring his interest at the judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Owner in the decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed of the Unit and to immediate possession of the Unit sold and may apply to the court for writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide that the purchaser shall take the Unit so purchased subject to this Declaration and specifically Section 9.02 thereof.

12.03 *Forcible Detainer.* In the event that an Owner fails to pay his proportionate share of the Common Expenses or any other charges, fines or payments required to be paid by the Owner hereunder, including, without limitation, user charges levied pursuant to Section 8.08 hereof, the Board or its agents shall have such rights and remedies to enforce such collection as shall be provided or permitted by law from time to time, including the right to take possession of the Owner's interest in the Property and to maintain for the benefit of all other Owners an action for possession in the manner prescribed by "An Act in Regard to Forcible Entry and Detainer", approved February 16, 1974, as amended.

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

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12.05 *Costs and Expenses.* All expenses incurred by the Board in connection with any actions, proceedings or self-help in connection with the exercise of its rights and remedies under this Article, including without limitation, any attorneys' fees arising out of a default by any Unit Owner, his tenant, invitee or guest in the performance of any of the provisions of the condominium instruments, rules or any applicable statute or ordinance, and all other damages liquidated or otherwise, together with interest thereon at the highest legal contract rate of interest then permitted in Illinois until paid shall be charged to and assessed against the defaulting Unit Owner and, and shall be deemed part of his respective share of the Common Expenses, and the Board shall have a lien for all the same upon the Unit Ownership of such defaulting Owner and upon all of his additions and improvements thereto and upon all his personal property in his Unit or located elsewhere on the Property.

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

ARTICLE XIII General Provisions

13.01 *Notice to Mortgagees.* Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner whose Unit Ownership is subject to such mortgage or trust deed.

13.02 *Manner of Giving Notice.* Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board or Association, or any Owner, as the case may be, at 901 South Plymouth Court, Chicago, Illinois 60605 (indicating thereon the number of the respective Unit if addressed to an Owner), or at such other address as herein provided. An Owner may designate a different address or addresses for notice to him by giving written notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgement of the receipt thereof, or, if addressed to an Owner, when deposited in his mailbox, if any, in the Building, or at the door of his Unit in the Building.

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13.03 *Notice to Estate or Representatives.* Notices required to be given to any devisee, heir or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of court wherein the estate of such deceased Owner is being administered.

13.04 *Conveyance and Leases.* Each grantee by the acceptance of a deed of conveyance, and each purchaser under a purchase contract therefor, and each tenant under a lease for a Unit, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Property, and shall inure to the benefit of such Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

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

13.06 *Change, Modification or Rescission.* The provisions of Section 13.06 of this Declaration may be changed, modified or rescinded only by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, and by all of the Owners and all mortgagees having bona fide liens of record against all the Unit Ownerships. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, the Owners having at least two-thirds (2/3) of the total ownership in the Common Elements and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, no less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recordation of such instrument in the office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no change, modification or rescission shall change the boundaries of any Unit, the allocation of percentages of interest in the Common Elements, the number of votes in the Association or the liability for Common Expenses assessed against any Unit, except to the extent authorized by other provisions of this Declaration or by the Act, and provided, further, that no provisions of this Declaration may be

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changed, modified or rescinded so as to conflict with the provisions of the Act.

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

13.08 *Perpetuities and Other Invalidity.* If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of William Clinton, President of the United States.

13.09 *Liberal Construction.* The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class condominium development.

IN WITNESS WHEREOF, the Board has duly executed this Amended and Restated Declaration on the day and year first above written.

BOARD OF DIRECTORS OF THE
901 SOUTH PLYMOUTH COURT
CONDOMINIUM ASSOCIATION

Paul Lawrence
Paul Lawrence
Thomas J. Lawrence
Michael Lawrence

901.DEC

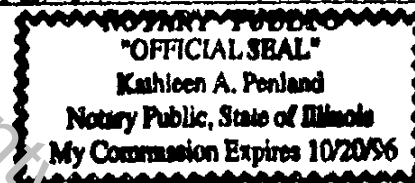
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STATE OF ILLINOIS }
COUNTY OF C O O K } SS.

I, KATHLEEN A. PENLAND, a Notary Public in and for said County, in the State aforesaid, do hereby certify that RONI LAWRENCE, ROBERT ENGLER, PAUL KONKOLY, THOMAS GAZZU and MICHAEL KRAMER personally known to me to be the same persons whose names are subscribed to the foregoing Amended and Restated Declaration of Condominium Ownership and By-Laws for 901 South Plymouth Court Condominium Association Directors of the 901 South Plymouth Court Condominium Association, appeared before me this day in person and acknowledged that they signed and delivered said Amended and Restated Declaration as their free and voluntary act for the uses and purposes set forth therein.

Given under my hand and notarial seal this 15th day of August, 1994.



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