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**PLAT**

9-20-95

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PREPARED BY and MAIL TO:  
DI SILVESTRO & ASSOCIATES  
3800 N. AUSTIN AVENUE  
CHICAGO, ILLINOIS 60634  
ATTN: ROBERT F. DI SILVESTRO

**PLAT WITH THIS DOCUMENT**

DEPT-01 RECORDING \$171.00  
T92222 TRAN 3978 09/20/95 11:03:00  
#1312 + KB #--95-633013  
COOK COUNTY RECORDER

DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM PURSUANT TO THE CONDOMINIUM PROPERTY ACT OF ILLINOIS

WELLINGTON COMMONS CONDOMINIUMS LOCATED AT  
3001 AND 3009 ORIOLE AVENUE, CHICAGO, ILLINOIS 60635  
in Cook County

PARCEL I:

LOT 11 (EXCEPT THE NORTH 1/2 THEREOF) IN J.W. THOMPSON AND COMPANY'S SECOND ADDITION TO ELMWOOD PARK GARDENS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 3001 NORTH ORIOLE AVENUE, CHICAGO, ILLINOIS

P.I.N.: 12-25-208-007 (covers property in question and adjacent)

PARCEL II:

THE NORTH 1/2 OF LOT 11 IN J. W. THOMPSON AND COMPANY'S SECOND ADDITION TO ELMWOOD PARK GARDENS, BEING A SUBDIVISION OF THE WEST TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 3009 North Oriole Avenue, Chicago, Illinois

P.I.N.: 12-25-208-007 (covers property in question and adjacent)

UNIT NUMBER	PARKING SPACE TO BE ASSIGNED	SQUARE FOOTAGE	PERCENTAGE INTEREST IN COMMON ELEMENTS
3001-101		1,055	7.10% UNDIVIDED INTEREST
3001-102		1,279	8.58% UNDIVIDED INTEREST
3001-201		1,279	8.58% UNDIVIDED INTEREST
3001-202		1,279	8.58% UNDIVIDED INTEREST
3001-301		1,279	8.58% UNDIVIDED INTEREST
3001-302		1,279	8.58% UNDIVIDED INTEREST
3009-103		1,279	8.58% UNDIVIDED INTEREST
3009-104		1,055	7.10% UNDIVIDED INTEREST
3009-203		1,279	8.58% UNDIVIDED INTEREST
3009-204		1,279	8.58% UNDIVIDED INTEREST
3009-303		1,279	8.58% UNDIVIDED INTEREST
3009-304		1,279	8.58% UNDIVIDED INTEREST
		14,900	100.00%

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17/00  
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PROPERTY TAX  
13000

COOK COUNTY CLERK  
100 N. LAUREL ST.  
CHICAGO, ILL. 60602  
TEL: 312-603-1000

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## DECLARATION OF CONDOMINIUM OWNERSHIP

for

### WELLINGTON COMMONS CONDOMINIUMS

This Declaration, made and entered into by LORENZO DI VITO and BIAGIO PECORELLO (hereafter referred to as the "Legal Owners").

#### WITNESSETH THAT:

WHEREAS, the Legal Owners hold legal title to the parcels of real estate located in the City of Chicago, Cook County, and State of Illinois (herein referred to as the "Parcel") as set forth and legally described on the Plat attached hereto with easements appurtenant thereto:

WHEREAS, the Legal Owners desire and intend by this Declaration to submit the Property as hereinafter defined, to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time; and

WHEREAS, the Legal Owners further desire to establish for their own benefit and for the mutual benefit of all future owners or occupants, assignees of occupants, mortgagees and any other persons hereafter acquiring rights, easements and privileges in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, as hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of residence on the Property and are established for the purpose of perfecting the value, desirability and attractiveness of the Property;

NOW, THEREFORE, the Legal Owners as the legal titleholder of the Parcel and for the purpose above set forth, intend and by this instrument hereby DECLARE AS FOLLOWS:

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## I. DEFINITIONS

As used herein, unless the context otherwise requires:

(a) "Act" means the Condominium Property Act of the State of Illinois, as amended from time to time.

(b) "Association" means WELLINGTON COMMONS CONDOMINIUM ASSN., an Illinois not-for-profit corporation.

(c) "Board" or "Board of Directors" means the board of managers provided for and referred to in the Illinois Condominium Property Act.

(d) "Building" means the structure and buildings, or any one of them located on the Parcel, forming part of the Property and containing the Units, as showing on the Plat.

(e) "By-laws" means the By-Laws of the Association, attached hereto and made a part hereof.

(f) "Common Elements" means all of the Property (except the Units) including, without limitation, the easements and service agreements appurtenant thereto (relating to the support and structural integrity of the Building) parking, utility pumps, entrance or exit areas, spaces/rooms containing heating, water, electrical, or similar apparatus servicing the Units or Common Elements, roofs, pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), public utility lines, central heating system, including fan-coil systems servicing each Unit, structural parts of the Building and all other portions of the Property except the individual Units. Structural columns or elements located within the boundaries of a Unit shall be part of the Common Elements. Any reference to the "Common Elements" appearing on the Plat (except references to Limited Common Elements) shall be deemed solely for purpose of general information and shall not be limiting in any way, nor shall any reference define the Common Elements in any way.

(g) "Common Expenses: means the proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board.

(h) "Condominium Instruments: means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and Plat.

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

(j) "Developer" means WELLINGTON PARTNERS, INC.

(k) "Limited Common Elements" means a portion of the Common Elements which shall be reserved for the use of a certain Unit or Units to the exclusion of others including pass-throughs described herein which are assigned to the Units to which they are an inseparable appurtenance.

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(l) "Majority" or "Majority of the Unit Owners" means the owners of more than fifty percent (50%) of the undivided ownership of the Common Elements. Any specific percentage of the Unit owners who in the aggregate own such specified percentage of the entire undivided ownership of the Common Elements.

(m) "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

(n) "Parcel" means the parcel or tract of real estate described in Exhibit A hereto, submitted to the provisions of the Act in accordance with Article II hereof.

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

(p) "Plat" means the plats of survey of the parcel and of all Units and Limited Common Elements in the Property submitted to the provisions of the act, said Plat being attached hereto as Exhibit A and made a part hereof and recorded simultaneously with the recording of this Declaration.

(q) "Property" means all of the land, property, and space described on the Plat comprising the Parcel, and all improvements and structures erected, constructed or contained herein or hereon, including without limitation the Buildings described on Exhibit A hereto, all easements, rights and appurtenances belonging thereto, and all furniture, fixtures, and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

(r) "Record" or "Recording" refers to the record or recording in the Office of the Recorder of Deeds of Cook County, Illinois.

(s) "Recreational Facilities" means a portion of the Common Elements available to and designed for the recreational use, benefit and enjoyment of the Unit-Owners, subject to the provisions of this Declaration and By-Laws, and such rules and regulations as the Board may adopt from time to time.

(t) "Unit" means a part of the Property so specified as a Unit as set forth on the Plat, attached hereto as Exhibit A. Each Unit shall consist of the space enclosed and bound by the horizontal and vertical planes as shown on said Plat, provided, however, that no structural components of the building in which such Unit is located and no pipes, wires, conduits, ducts, chases, shafts, or public utility lines, situated within such Unit and forming part of any system serving one or more other units or the Common Elements, shall be deemed to be part of such Unit.

(w) "Unit Owner" or "Owner" means the person or persons whose estates or interest, individually or collectively, aggregate fee simple ownership of a unit and of the undivided interest in the common elements appurtenant thereto. Unless specifically provided otherwise herein, the declarant shall be deemed a unit owner so long as it is the legal title holder of any unit.

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## II. SUBMISSION OF PROPERTY TO THE ACT

The Legal Owners, as owners in fee simple of the parcel, expressly intend to and by recording this declaration do hereby submit the property to the provisions of the condominium Property Act of the State of Illinois.

## III. OWNERSHIP OF UNITS AND COMMON ELEMENTS

A. Plat. The Plat sets forth the measurements, elevations, locations and other data required by the Act with respect to (1) the parcel and its exterior boundaries; (2) the building and each floor thereof, and (3) each unit of the building and its horizontal and vertical planes which are sometimes in this declaration referred to as unit boundaries.

B. Legal Description. The legal description of each unit shall consist of the identifying number or symbol of such unit as shown on Exhibit A. Every deed, lease, mortgage or other instrument may legally describe a unit by its identifying number or symbol as shown on Exhibit A.

C. Structures Not Constituting Part of the Unit. Except as a tenant in common with all other owners, no owner shall own any pipes, wires, conduit, public utility lines or structural components running through his unit and serving more than his unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of his unit.

D. Subdivision or Combination of Units. Except as provided by the Act, no owners shall, by deed, plat, court decree or otherwise, combine, 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 Exhibit A. Units may be combined only as provided by the Act subject to the provisions of Section D of Article V.

E. Separate Mortgages. Each unit owner shall have the right, subject to the provisions herein, to make separate mortgages for his respective unit together with his respective ownership interest in the Common Elements. No unit owner shall have the right or authority to make or create or cause to be made or created any mortgage or other lien on or affecting the property or any part thereof, except to the extent of his unit and his respective ownership interest in the common elements.

F. Separate real estate taxes. Real estate taxes are to be separately levied and assessed to each unit owner for his unit and the corresponding percentage of ownership percentage or ownership of his unit in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately assessed to each unit owner, but are assessed on the property as a whole, then each unit owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements, and the Association may assess and collect said share from all owners to pay said taxes.

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G. Ownership of the Common Elements. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the unit owned by such Unit Owner as set forth on the first page hereof. The aforesaid percentages of ownership interest have been computed and determined in accordance with the Act, and shall remain constant and shall not be changed, except as specifically permitted under the Act or the Declaration, without unanimous written consent of all Unit Owners. Said ownership interests in the Common Elements shall be owned by the Unit Owners and tenants in common in accordance with their said respective percentages of ownership. The Trustee at any time may adjust or change the percentage of ownership of Common Elements allocable to Units then owned by the Trustee so long as such adjustment or change does not increase or decrease the total percentage of ownership in the Common Elements allocable to all units then owned by the Trustee. The Trustee has so determined each Unit's corresponding percentage of ownership in the Common Elements as set forth on the first page hereof.

H. Use of Common Elements. Subject to the provisions of this Declaration, each Unit Owner shall have the nonexclusive right to use the Common Elements, in common with all other Unit Owners, as may be required for the purpose of ingress to and use, occupancy and enjoyment of the Unit owned by such Unit Owner, and the agents, servants, licensees, family and invitees of each Unit Owner, such rights to use and possess the Common Elements shall be subject to and governed by the provisions of the Act, this Declaration, the By-Laws and the rules and regulations of the Association, except that the Association shall not unreasonably restrict their use by the Unit Owner's allowed commercial usage under this Declaration.

I. Storage Areas. The storage areas, if any, in the Parcel are part of the Unit.

J. Easements due to Encroachment. In the event that;  
(i) by reason of the construction, settlement or shifting of the Building, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or,

(ii) by reason of the design or construction of any Unit, it shall be necessary or advantageous of an Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to said Unit, which will not unreasonably interfere with the use or enjoyment of the Common Elements by the Owners, or,

(iii) by reason of the design or construction of utility and ventilation systems, any main pipes, ducts, or conduits serving more than one unit, encroach or shall hereafter encroach upon any Unit, then valid easements for the maintenance of such encroachment and for use of the Common Elements are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Building shall remain standing; provided however, that in no event shall a valid easement exist for any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other owners, and if it occurred due to the willful conduct of any Owner.

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K. Utility Easements. Peoples Gas Company, Commonwealth Edison Company, Ameritech, and all other public utilities serving the Property are hereby granted the right to lay, construct, renew, operate, repair, replace and maintain pipes, meters, conduits, cables, wires, transformers, switching apparatus and other equipment, into and through the Common Elements for the purpose of providing utility services to the Property, together with the reasonable right to ingress to and egress from the Property for said purpose. The Board may hereafter grant other or additional easements, for utility purposes for the benefit of the Property over, under, along, and on any portion of Common Elements, and each Owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge and record, 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 or components of the building electronic system or structural components, which may run through the interior walls of a Unit.

L. Easements 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 inure to the benefit of and be binding on the Trustee, its successors and assigns, and any Owner, purchaser, mortgagee or other person having an interest in the Property, or any part or portion thereof. Reference in any respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in any part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and Trustees of such unit ownership, as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

## IV. MAINTENANCE, REPAIRS, AND REPLACEMENTS OF UNITS.

A. By the Board. The Association through the Board 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. In addition, the Board shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries, and forming part of any system servicing more than one Unit, beyond the wall outlets, or which may be the responsibility of an individual Owner under any applicable provision of this Declaration. Unit Owners shall each pay their respective separately metered utility charges in connection with their Unit, and shall each be responsible for providing heat to their respective Unit, unless there is a central heating system for the Unit and the other Units.

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B. By the Owner. Except as otherwise provided in this Declaration, each Unit Owner shall furnish and be responsible for, at his own expense:

(i) all of the maintenance, repairs and replacements within his own Unit and of the doors and windows (including glass) appurtenant thereto, and all internal installations in such Unit as heating/cooling systems, refrigerators, ranges, and other kitchen lighting fixtures and other electrical fixtures and plumbing fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, gas and electricity to the Unit, shall be furnished by the Board as part of the Common Expenses; and provided further that the Board by its rules and regulations, may provide for ordinary maintenance and minor repairs and replacements to be furnished by building personnel to Units and appliances therein as a Common Expense.

(ii) all of the decorating within its own Unit (initially and thereafter from time to time), including without limitation, painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps, and other furnishings, and interior decorating.

Each Owner shall be entitled to exclusive use of such portions of the perimeter walls, floors and ceiling as comprise the inside surface of his Unit and such Owner shall maintain such portions in good condition and clean interior window surfaces and outside rear deck or porch window if any as his sole expense as may be required from time to time. Said maintenance and use shall be subject to the rules and regulations of the Board. Each Owner who shall elect to install in any portion of his Unit (other than in bath and powder rooms) hard surface floor covering (e.g., tile, slate, or ceramic) shall be first required to install a sound-absorbent undercushion of such kind and quality as to prevent the transmission of noise to the Unit below, and shall obtain approval of the Board prior to making installation. If such prior approval is not so obtained, the Board, may, in addition to exercising all of the other remedies provided for in this Declaration for breach of any of the provisions hereof, require such Owner to cover all-non-conforming work, at the expense of the Owner of such Unit. The surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of the respective owner unless otherwise designated by the Board. The use of coverings for the interior surfaces of such windows, whether by draperies, blinds, shades or other items visible on the exterior building shall be subject to the rules and regulations of the Board.

(iii) any charge or expense in connection with expenditures for the Limited Common Elements shall be assessed only against that unit to which such Limited Common Elements are assigned or appurtenant.

C. Joint Facilities. To the extent that equipment, facilities and fixtures within any Unit shall be connected to similar equipment, facilities or fixtures affecting or serving other Units, the operation, repair, removal or replacement thereof shall be subject to the rules and regulations of the Board.

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The authorized representatives of the Board, or of the managing agent retained by the Board, shall be entitled to reasonable access to the individual units as may be required in connection with maintenance, repairs, or replacements of or to the common elements or any equipment facilities or fixtures affecting or serving other units or the Common Elements.

## V. ADMINISTRATION AND OPERATION OF THE PROPERTY

A. Governing body. There has been or shall be formed an association having the name WELLINGTON COMMONS CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation, ("Association") which Association shall be the governing body for all of the unit owners, for the purpose of maintenance, repair, replacement, administration and operation of the property, as provided in the Act, this Declaration, and the By-laws. The board of directors of the Association shall constitute the board of managers provided for in the Act. The initial By-Laws of the Association shall be the By-laws incorporated in this Declaration in Articles XIII through XIX hereof. The fiscal year of the Association shall be determined by the Board of Directors of the Association and may be changed from time to time as said Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of Unit Owners in accordance with the provisions of the Declaration and By-laws. Each Unit Owner shall automatically become a member of the Association upon becoming a unit owner and shall remain a member of the Association so long as he shall be a Unit Owner. A Unit Owner's membership in the Association shall automatically terminate when he ceases to be a Unit Owner. Upon the transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be One Hundred (100) and shall be divided among the respective Unit Owners in accordance with their respective percentage of ownership interest in the Common Elements, as set forth on the first page hereof, as the same may be amended from time to time. All funds collected by the Board shall be held and expended for the purposes designated in the Declaration and By-laws and (except for such adjustments as the Board may require to reflect delinquent, prepaid and special assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages as set forth on the first page hereof and shall be administered in accordance with the provisions of the Declaration and By-laws.

B. POWERS OF THE BOARD. The Board shall have the powers set forth in the By-laws as incorporated herein.

C. COMMON EXPENSES. Each Unit Owner, including the Legal Owners, shall pay his proportionate share of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in conformance with the Declaration and By-laws (which expenses are herein sometimes referred to as "Common Expenses"), including, but not limited to, the maintenance and repair thereto and any all replacements and

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additions thereto. Except for its responsibilities, if any, as a Unit Owner, as provided herein, and except for any contracts entered into by the Legal Owners for work in progress to or at the time of the recording of this Declaration or to be completed thereafter, neither the Legal Owners shall have any responsibility for the maintenance, repair or replacement of any part of the Common Elements after the date this Declaration is recorded. Such proportionate share of the common Expenses for each Unit Owner shall be in accordance with his percentage of ownership in the Common Elements, set forth in Exhibit B hereto. Payment of common expenses, including any prepayment thereof required by contract for sale of a unit, shall be in such amounts and at such time as determined in the manner provided in the By-laws. No Unit Owner shall be exempt from payment of his proportionate share of the Common expenses by waiver or non-use of enjoyment of the Common Elements or by abandonment, of his Unit. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof together with interest thereon at the rate of ten percent (10%) per annum, or such greater percentage as may then be permitted under law of the State of Illinois, after said Common Expenses become due and payable, shall constitute a lien on the interest of such Unit Owner in the property as provided in the Act, provided however, that such lien shall be subordinate to the lien of prior recorded first mortgage on the interest of such Unit Owner, owned or held by a bank, insurance company, savings and loan association, mortgage company, other lender and/or other holder except for the amount of the proportionate share of the Common Expenses which become due and payable from and after the date on which the said mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as a security) or files suit to foreclose its mortgage, and causes a receiver to be appointed. This provision shall not be amended, changed, modified or rescinded without the prior written consent of all mortgage lien holders of record. Notwithstanding any provision herein to the contrary, the Trustee, as the initial Owner of each Unit, shall only be required to pay monthly installments of the Common Expenses less the amount of the monthly management fee on each Unit owned by the Trustee, commencing on the first day of the first month subsequent to sixty (60) days after the completion of each such Unit.

D. ALTERATIONS, ADDITIONS OR IMPROVEMENTS. No alterations of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior approval by the Board. The board may authorize and charge as Common Expenses alterations, additions and improvements of the Common Elements as made and provided in the By-laws. Any Unit Owner may make alterations within his Unit without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the property as a result of such Unit alterations, additions or improvements. The Board or Legal Owners may grant a right and privilege appurtenant for ingress and egress over, across and through the common walls or common floor and ceiling of units which are adjacent to each

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other and owned by the same Unit Owner for the purpose of constructing a pass-through Limited Common Elements between said Units. Said Limited Common Elements shall be contingent upon the following:

(1) The Owner shall obtain and pay all costs attendant to an architectural plan or engineering study specifically describing said pass-through or doorway.

(2) Said plan must be submitted to an approved in writing by a certified structural and/or mechanical engineer selected by the Board of Directors.

(3) Said planned pass-through shall not unreasonably cause the displacement of pipes, ducts, conduits etc... which service other Units and reasonable displacement shall be at such Owner's cost.

(4) The maintenance, construction and return to original construction (upon the separation of Ownership of the Units) of said pass-through or Limited Common Elements shall be solely at such Owner's expense.

(5) Said rights and privileges including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto; provided, however, that said rights and privileges shall cease upon the conveyance of said units to separate Owners.

**E. MANAGEMENT OF PROPERTY** The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the property, or any part thereof, to the extent deemed advisable by the Board. The cost of such services shall be a Common Expense, as defined in paragraph C above.

**F. START-UP COSTS**. At the time the initial sale of each Unit is closed, the purchaser of the Unit shall pay to the Association, through the Managing Agent, an amount equal to two (2) months' assessment which assessment shall be determined by multiplying the percentage of ownership in the Common Elements attributable to the particular Unit times the annual operating budget for the year in which such closing occurs. This sum shall be used and applied for start-up costs and as an operating reserve in connection with all expenses which may be incurred by the Association, including without limitation, insurance expenses, employment of managing agent, as provided above, and in any other manner as the Association may direct. This payment shall not be refundable and shall not be applied as a credit against the Unit Owner's monthly assessment.

**G. USE BY THE LEGAL OWNERS**. During such time as the Legal Owners offer any Unit for sale, or while the Legal Owners own any Unit, the Legal Owners, their agents, employees, contractors and subcontractors, and their respective agents and employees reserve the right of ingress and egress to and from the building and the property as may be required for purposes of said sale or use of Units. While the Legal Owners own any of the said Units each Unit sold by them is occupied by the purchasers thereof, the Legal Owners and their agents reserve the right to use and show one or more of such unsold or unoccupied Units as a model Unit or Units and may use one or more unsold or unoccupied Units as a

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sales office, and may maintain signs in and on the property in connection therewith. In furtherance of the foregoing rights, a power coupled with an interest is hereby reserved and granted to the Legal Owners for ingress or egress, to show models and other selling procedures. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgement of and a consent to the reservation of the power to the Legal Owners to exercise the aforesaid rights. The foregoing power is a power coupled with an interest and may not be revoked or amended by the Unit Owners.

H. SHARING OF EXPENSES. It shall be the duty of each Unit Owner to pay his proportionate share of the Common Expenses. The proportionate share shall be in the same ratio as his percentage of ownership in the Common Elements set forth in this Declaration. Common Expenses for insurance premiums may be assessed on a basis reflecting increased charges for coverage on certain Units. The Board of Managers shall prepare and distribute to all Unit Owners a detailed proposed annual budget, setting forth with particularity all anticipated Common Expenses by category as well as all anticipated assessments and other income. The initial budget and Common Expenses assessment based thereon shall be adopted prior to the conveyance of any Unit. The budget shall also set forth each Unit Owner's proposed Common Expenses assessment. Any non-recurring Common Expense, any Common Expense not set forth in the budget as adopted, any increase in assessment over the amount adopted shall be separately assessed against all Unit Owners. Any such separate assessments shall be subject to approval by the affirmative vote of at least two-thirds (2/3) of the Unit Owners voting at a meeting of the Unit Owners duly called for the purpose of approving the assessment if it involves proposed expenditures resulting in total payment assessed to a Unit equal to: five (5) times the Unit's most recent Common Expense assessment calculated on a monthly basis or \$300.00, whichever is lesser. Payment of any assessment shall be in amounts and at time as determined by the Board. Any charge in connection with expenditures for the Limited Common Elements shall be assessed only against that Unit to which such Limited Common Elements are assigned or appurtenant.

I. Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owner relating to the Property, or any questions of interpretation or application of provisions of the Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all such Unit Owners. In any case of conflict between this Declaration and the By-Laws or the Rules and Regulations of the Association, the Declaration shall govern.

## VI. LIABILITY OF THE BOARD AND OWNERS

A. Non-Liability. Neither the Directors, Board, officers of the Association, nor the Legal Owners shall be personally liable to the Unit Owners for any mistake of judgment or for any

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other acts or omissions of any nature whatsoever as such Directors, Board, officers, Legal Owners except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the Directors, Board, officers, Legal Owners and their respective heirs, executors, Administrators, successors and assigns in accordance with the By-laws.

B. Disclaimer of Bailee Liability. Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, any Unit Owner, nor the Legal Owners shall be considered a bailee of any personal property stored in the Common Elements whether or not exclusive possession of any particular areas shall be given to any owner for storage purpose, 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.

C. Nature of Obligations. Nothing herein contained shall be construed to impose a contractual liability upon the Association for maintenance, repair or replacement, but the Association's liability shall be limited as herein provided. The respective obligations of the Association and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed because any such maintenance, repair or replacement is required. In addition, and notwithstanding anything hereinabove to the contrary, no Unit Owner shall have a claim against the Board or Association for any work or repair of the Common Elements, which may have been assumed by or which is ordinarily the responsibility of the Board or Association, but which the Unit Owner himself has performed or paid for, unless the same has been agreed to in advance by the Board.

D. Negligence of Owner. If, due to the negligent act or omission of an Occupant or Unit Owner (or a member of the family or household pet of, or a guest or visitor of such occupant or 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 a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board to the extent not covered by the Association's insurance.

## VII. INSURANCE

A. General. The Board shall have the authority to and shall obtain insurance for the property exclusive of the additions, improvements and decorating made to the Units by the Unit Owners, against loss or damage by fire and such other hazards as the Board may deem desirable for the full insurance replacement cost of the Common Elements and the Units. Such insurance shall be written in the name of, and the proceeds thereof shall be payable to the Board or the Association, as the trustee for each of the Unit Owners in direct ratio to their respective percentages of Ownership in the Common Elements as set forth in the Declaration and to the holders of mortgages on such Units, if any. The policy of insurance should also contain an endorsement waiving subrogation rights by the insurer against individual Unit Owner. Premiums for such insurance shall be a Common Expense.

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Application of the insurance proceeds to reconstruction and disposition of the property where the insurance proceeds are insufficient for reconstruction, shall be as provided in the Act.

B. Types of Insurance. The Board shall also have the authority to and shall obtain comprehensive public liability and directors and officers liability insurance (for the initial Board and thereafter) in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Unit Owner, mortgagee of record, if any, the Association, its officers, Board and employees, the Legal Owners, and the managing agent of the property, if any, from liability in connection with the property. The Developer shall be included as an additional insured in his capacity as Unit Owner and Board member. The Unit Owners shall be included as additional insurers, but only with respect to that portion of the premises not reserved for their exclusive use. Premiums for such insurance shall be a Common Expense. The Board shall also have the authority to obtain such other insurance as it deems desirable, in such amounts, from such sources, and in such forms as it deems desirable and the premiums therefor shall be Common Expenses.

C. Insurance by Owners. Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit, his additions and improvements thereto, any decorating and furnishings and personal property, and for his own personal liability to the extent not covered by the liability insurance for all of the Unit Owners obtained as part of the Common Expenses as above provided. It shall be the responsibility of the individual Unit Owner to obtain any special business or commercial insurance coverage including without limitation any business interruption coverage which may either be required by law, or which the individual Unit Owner, may desire to obtain.

D. Subrogation and Waiver. Each Unit Owner agrees to accede to a waiver of subrogation provision in any of the foregoing policies obtained and maintained by the Board and, further, agrees to execute evidence thereof at the request of the Board or the insurer. Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board, the Legal Owners and the manager and managing agent of the Building, 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 carried to cover the loss or which is the responsibility of the Unit Owners to carry hereunder.

## VIII. TRANSFER OF A UNIT OPTION TO ASSOCIATION

A. UNRESTRICTED TRANSFERS. Subject to Paragraphs B, C and D below, a Unit Owner may, without restriction under this Declaration, sell, give, devise, lease or otherwise transfer his unit, or any interest therein to this spouse or to his child,

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parent, brother or sister, or to any one or more of them, or to any Trustee of a trust, the sole beneficiary of which is the Unit Owner or his spouse, child, parent, brother or sister, or any one or more of them. Notice of any such unrestricted transfer shall be given to the Board within five (5) days following consummation of such transfer.

B. Limit on the term of lease. No Unit, or interest therein, shall be leased by a Unit Owner for a term greater than two (2) years. A copy of such lease, as and when executed, shall be furnished to the Board. The lessee under every such lease shall be bound by and subject to all of the obligations under the Declaration and By-laws, of the Unit Owner making such lease, and the lease shall expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any said obligations.

C. Notice of Association of certain transfers. Whenever a Unit Owner shall propose to sell, give, devise, lease or otherwise transfer his Unit, or any interest therein, to any person or entity other than a person or entity described in paragraph A above, said Unit Owner shall give the Association not less than thirty (30) days prior written notice of the proposed transfer, which notice shall briefly describe the type of transfer proposed by the Unit Owner and shall state the name, address, and financial and character reference or credit report of the proposed transferee, and if a lease, the terms of the lease.

D. Association's First Option to Lease If a Unit Owner proposes to lease his Unit, or any interest therein, to any person or entity other than a person or entity described in Paragraph A above, then for a period of thirty (30) days following the date notice of said proposed transfer is given to the Association, the Association shall have the first right, at it's option to lease such Unit from said Unit Owner (the "transferring party") upon the terms described in said notice.

E. Association's Rights to Purchase at Judicial Sale. The Board shall have the power and authority to bid and purchase, for and on behalf of the Association, any Unit, or interest herein, at a sale pursuant to mortgage foreclosure, a foreclosure of the lien for Common Expense under the Act, or an order or direction of a court, or at any other involuntary sale, upon the consent or approval of Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Elements. Such consent shall set forth a maximum price which the Board or it's duly authorized agent may bid and pay for said Unit.

F. Association's right to enforcement Specified in Lease. Any Lease of a Unit shall contain the following provision: This lease shall be subject to the terms of the Declaration and By-Laws for the Condominium recorded in the office of the recorder of Deeds of Cook County, Illinois, as amended from time to time, and any failure of the lessee, any sublessee or their respective successors and assigns to comply with the terms of said Declaration, By-Laws or any rules and regulations promulgated by the Board of Directors thereunder shall constitute a default under this lease entitling the Board of Directors of the Condominium Association to seek relief, in law or equity, against the Unit Owner and/or lessee, any sublessee or their respective

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successors and assigns as the Board of Directors deems necessary to enforce the terms of this Declaration and By-Laws. Lessor hereby appoints lessee as lessor's agent for the purpose of accepting service of process in connection with any suit brought by the Board of Directors predicated upon the failure of lessee to observe, perform and comply with the terms of said Declaration, By-Laws or any rules and regulations promulgated by the Board of Directors thereunder.

G. Financing of Purchaser by Association. The Board shall have authority to make such mortgage arrangements and special assessments proportionately among the respective Unit Owners, and other such financing arrangements as the Board may deem desirable, in order to close and consummate the purchase or lease of a Unit, or interest therein by the Association. However, no such financing arrangement may be secured by an encumbrance on any interest in the Property other than the Unit, or interest therein, to be purchased or leased, and the percentage interest in the Common Elements appurtenant thereto.

H. Miscellaneous.

(1) A transfer or lease of a Unit, or interest therein, by or to the Board, the Legal Owners, or the holder of any mortgage on a Unit who acquires possession of the mortgaged Unit pursuant to the remedies provided in such mortgage, or pursuant to foreclosure of such mortgage, or pursuant to a deed (or assignment) in lieu of foreclosure of such mortgage, shall not be subject to the provisions of this Article.

(2) The Association shall hold the title to or lease any Unit, pursuant to the terms hereof, in the name of the Association, or a nominee thereof delegated by the Board, for the sole benefit of all Unit Owners. The Board shall have the authority at any time to sell, lease or sublease any such Unit on behalf of the Association upon such terms as the Board shall deem desirable, but in no event shall the Unit be sold for less than the amount paid by the Association to purchase said Unit unless Unit Owners owning not less than seventy-five (75%) of the total ownership of the Common Elements first authorize the sale for such lesser amount. All of the net proceeds or deficit from such a sale, lease or sublease shall be applied among all the Unit Owners in such manner as the Board shall determine.

(3) All notices referred to or required under this Article VIII shall be given in the manner provided in this Declaration for the giving of notices.

(4) The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of this Article VIII for the purpose of implementing and effectuating said provisions.

(5) If any transfer or lease of a Unit is made or attempted without complying with the provisions of this Article VIII, such transfer or lease shall be subject to each and all of the rights and options of, and remedies and actions available to, the Association hereunder and otherwise.

## IX. USE OF COMMON ELEMENTS AND OCCUPANCY RESTRICTIONS

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A. Residential Limited Use of Units. Each Unit shall be used solely for housing and related residential purposes and for the following additional purposes:

(a) A Unit Owner may maintain his personal professional library, keep his personal business or professional records or accounts and handle his personal business or professional telephone calls or correspondence from his Unit.

(b) A Unit Owner may use his Unit for Office purposes.

The use of a Unit by a Unit Owner for office purposes as specifically hereinabove provided shall be subject to the provisions of this Declaration and By-laws and all rules and regulations promulgated by the Board of Directors with respect to such use. No office commercial use may be made of a Unit which, in the sole and absolute discretion of the Board of Directors, creates a nuisance or disturbance to other Unit Owners, results in excessive traffic in or through the Common Elements or increases the rate of insurance paid by the Association for insurance required by the terms of this Declaration or the Act. Nothing contained in this Article IX, shall preclude the Legal Owners or Declarant from using owners Units for any purpose permitted by or reserved in this Declaration.

Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner. The percentage of ownership interests set forth have been computed and determined in accordance with the Act, and shall remain constant and shall not be changed, except as specifically permitted under the Act or the Declaration, without unanimous written consent of all Unit Owners and all mortgagees having bonafide liens of record against any of the Unit Ownerships. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership.

B. Limited Common Elements. The Limited Common Elements shall include all such spaces as may be described on the Plat, and are such parts of the Common Elements serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, as designated as such in this Declaration, including in the Plat, or which by the nature or location thereof or by the terms of this Declaration, are clearly intended to be reserved for or for the use of one or more Units to the exclusion of other Units. The Limited Common Elements pertaining to, or designated or reserved for, or for the use of, serving any Unit (alone or in conjunction with other Units) are hereinafter from time to time referred to as the Limited Common Elements of such Unit. The Limited Common Elements shall include, but shall not be limited to, the following:

(a) garden and patio areas and terraces serving exclusively a single Unit;

(b) the interior surfaces of the perimeter walls, ceilings and floors which define the boundary planes of a Unit;

(c) perimeter doors and windows which serve exclusively a single Unit;

(d) the parking space described on the Plat as may be assigned by deed to a purchaser of a single Unit;

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(e) those portions of the roof which serve exclusively a single Unit and the airspace extending eight (8) feet above such roof;

(f) with respect to any Unit occupying more than one (1) story, the floor and ceiling which separate the stairs of that Unit and the components of such floor and ceiling and the space occupied by the same, shall constitute and are hereby designated as Limited Common Elements appurtenant to such Unit, and

(g) any system or component part thereof (including, without limitation, the furnaces, boilers, fittings, housings, ducts, flues, shafts, electrical wiring, conduits and the areas of rooms containing them) which serves a Unit exclusively, to the extent that such system or component part is located outside the boundaries of a Unit.

C. Use of the Limited Common Elements. Each Unit Owner and Occupant shall have the right to (a) the exclusive use and possession of the Limited Common Elements serving exclusively the Unit of such Unit Owner or Occupant, which right shall be appurtenant to and shall run with the title to such Unit, and shall not be separated from such Unit, and (b) the use and possession of the Limited Common Elements serving the Unit of such Owner or Occupant in common with one or more (but not all) other Units, which use and possession shall be to the exclusion of all other persons except the Unit Owner and Occupant of any such other Unit to which such Limited Common Elements shall respectively appertain. The use of the Limited Common Elements may be transferred between Unit Owners at their expense in accordance with the Act.

D. Use of Common Elements. The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, invitees and licensees for ingress to and egress from the respective Units and for such other purpose incidental to the use of the Units; provided, however, the lobbies, storage areas and other areas designed for a specific use shall be used for the purpose approved by the Board. Unless permitted under this Declaration for adjacent Units in accordance with Article V, Section D, the use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Legal Owners or Board at some future time, affecting any part of all said Common Elements.

## X. SALE OF THE PROPERTY

The Unit Owners by affirmative written vote of at least seventy five (75%) of the total Unit Owners, at a meeting duly called for such purpose, may elect to sell the Property as a whole, within ten (10) days after the date of such meeting at which such sale was approved. The Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit Ownership entitled to notice under this Declaration. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all

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acts as in manner and form may be necessary to effect such sale; provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved, shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may each select an appraiser, which appraisers shall select a third, and the fair market value, as determined by a majority of the three 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.

## XI. DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

A. Sufficient Insurance. In the event improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damages or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event within thirty (30) days after said damage or destruction, the Unit Owners elect either to sell the Property as provided in Article X hereof or to withdraw the Property from the provisions of this Declaration, and from the provisions of the Act as herein provided, then such repair or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds (including the insurance trustee) among all owners according to each Owner's percentage of ownership in the Common Elements, after first paying out of the share of each Owner, the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

B. Insufficient Insurance. In the event the Property, any part thereof, any Unit, or portion thereof, shall suffer damage or destruction from any cause and the proceeds of any policy insuring against such loss or damage and payable by reason thereof, shall be insufficient to pay the cost of repair, restoration or reconstruction, or the Property is not insured against the peril causing the loss or damage, and the Unit Owners and all other parties in interest do not, by the affirmative vote of three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, voluntarily make provision for reconstruction, restoration or repairs within ninety (90) days after said damage or destruction, or within thirty (30) days following the final adjustment of insurance claims, if any, whichever is later, then the provisions of the Act shall apply. In particular, if fewer than one-half (1/2) of the Units were rendered uninhabitable and the insurance proceeds are

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insufficient, an affirmative vote of three-fourths (3/4) of all Unit Owners may provide for reconstruction. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by Unit Owner shall cease.

## C. Disposition or Removal of Portions of the Property.

In the event the Property or any part thereof, any Unit or portion thereof, or any Common Elements shall suffer damage or destruction from any cause and the proceeds of any policy insuring against such loss or damage, and payable by reason thereof, shall be insufficient to pay the damage, or in the event the Property or any Unit or portion thereof or any Common Elements shall be the subject of a condemnation award, then the Unit Owners, by the affirmative written vote of three-fourths (3/4) of all Unit Owners, may authorize the withdrawal of any such Units or Unit or portion thereof or Common Elements, as the case may be, from the provisions of the Act and authorize the Board to take all action necessary or desirable to effect such withdrawal. Holders of the first mortgage liens shall be notified by the Board of any such condemnation proceeding. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Units. If only a portion of the Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in the market value of that Unit, as determined by the Board. The payment of just compensation, or the allocation of any insurance, or other proceeds to any withdrawing or remaining Unit Owner, shall be on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. After the Board has effected any such withdrawal, there shall be no assessment with respect to the Unit, portion thereof, or Common Elements withdrawn.

## XII. REMEDIES

In the event of any default by any Unit Owner under the provision of the Act, Declaration, By-laws or rules and regulations of the Board or Association, or its successors and assigns, the Board, or its agents, shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-laws, Forcible Entry and Detainer Act, or said rules and regulations, or which may be available at law or in equity, and may prosecute any action or other proceeding against such defaulting Unit Owner and/or others; (i) if for enforcement or foreclosure of any lien and the appointment of a receiver for

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the Unit and ownership interest of such Unit Owner, without notice and without regard to the value of such Unit or the ownership interest or the solvency of such Unit Owner, or (ii) for damages or injunction or specific performance or for judgment. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board. The provisions of this paragraph applicable to the priority of the liens held by the first mortgagees shall not be amended or modified without the express and prior written consent of all holders of first mortgage liens on Units and on the Property.

If any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any of the covenants, restrictions or provisions of this Declaration, or the rules and regulations duly adopted by the Board, and such violation shall continue for ten (10) days after notice to the unit Owner in writing from the Board, or shall recur more than once thereafter, then the Board shall have the power to issue to said defaulting Owner a notice in writing to terminate the rights of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit, and thereupon an action may be filed by the Board against said defaulting Unit Owner for any appropriate relief, including (i) money damages; (ii) a judgment or order of mandatory injunction against said defaulting Owner or Occupant, requiring the defaulting Unit Owner or Occupant to comply with the provisions of this Declaration and the By-laws; (iii) an order declaring the termination of said defaulting Unit Owner's right to convey, 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 Unit Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the Court shall enjoin and restrain the said defaulting Unit Owner from reacquiring his interest at such judicial sale. In the event the violation upon which such action is predicated shall consist of conduct by any Unit Owner, Occupant or invitee which, (in the judgment of the Board shall be conclusive and shall not be subject to question), creates a substantial hazard to the safety of any other Unit Owner or Occupant or to any employee of the Association or to the Property or any portion thereof or to any invitee thereon, the Board may file such action in equity without first giving the ten (10) day notice hereinabove provided for. Pending the disposition of such proceeding, the Board may exercise any or all of its summary rights under this Article XII. The proceeds of 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 Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting Unit Owner. Upon the confirmation of such sale, the purchaser of the Unit sold shall thereupon be entitled to a deed

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to the Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold and may apply to the Court for a writ of assistance for the purpose of acquiring such possessions, and it shall be a condition of any such sale, and the decree shall provide that the purchaser shall take the interest in the Unit sold subject to this Declaration.

## ARTICLE XIII BY-LAWS OF WELLINGTON COMMONS CONDOMINIUM ASSOCIATION

The provisions of the following Articles XIV, XV, XVI, XVII, XVIII AND XIX shall constitute the By Laws of the Association and the By-Laws prescribed by the Act.

### ARTICLE XIV

1. (a) Board of Managers (Board of Directors). The direction and administration of the property shall be vested in a Board of Managers, consisting of three (3) persons who shall be appointed or elected in the manner herein provided. Each member of the Board shall be one of the Unit owners and shall reside on the property; provided however, that in the event a Unit Owner is a corporation, partnership, trust, or other legal entity other than a natural person or persons, then any officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a Member of the Board, provided such person must reside on the property unless he is a Board Member nominated by the Legal Owners. All members of the Board shall be elected at large.

1. (b) Board of Managers (Board of Directors). At the initial meeting the voting members shall elect the three (3) Board Members. Each voting member shall be entitled to one vote for each member of the Board to be elected. In all elections for Members of the Board, the total number of votes of all voting Members shall be twelve (12) for each office to be filled. The candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. The three (3) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of one (1) year. Upon the expiration of the term of office of the Board Members elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board Members at any annual or special meeting, provided that such number shall not be less than three (3), and that the terms of at least one-

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third (1/3) of the persons on the Board shall expire annually, and that no Board Member or officer shall be elected to a term in excess of two (2) years; provided, however, that a Board Member or officer may be re-elected at the expiration of his term. Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of voting members having two-thirds (2/3) of the total votes. Vacancies on the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the vote of the remaining Members of the Board by two-thirds (2/3) vote until the next meeting of unit owners or for period terminating no later than thirty (30) days following the filing of a petition signed by the Unit Owners holding 20% of the votes of the Association requesting a meeting of the unit owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners holding 20% of the votes of the Association requesting such a meeting.

A candidate for election to the Board of Managers or such candidate's representative shall have the right to be present at the counting of ballots at such election.

In the event of a sale of a unit by an owner, other than Developer, pursuant to an installment contract the purchaser shall, during such times as he or she resides in the Unit, be counted toward a quorum for purposes of election of Members of the Board of Managers at any meeting of the Unit Owners called for purposes of electing Members of the Board, shall have the right to vote for the election of Members of the Board of Managers and to be elected to and serve on the Board of Managers, unless the seller expressly retains in writing any or all such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office, or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents. For purposes of this subsection, "installment contract" shall have the same meaning as set forth in Section 1(e) of "Act relating to Installment Contracts to sell Dwelling structures", approved August 11, 1967, as amended.

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 wherein a quorum exists. A majority of the total number of the Members of the Board shall constitute a quorum. Meetings of the Board may be called, held, and conducted in accordance with such resolutions as the Board may adopt.

1. (c) Board of Managers (Board of Directors). The Board shall elect for a term of one year from among its Members the following officers: 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

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shall execute amendments to the Condominium instruments; a Secretary who shall keep the minutes of all meetings of the Board and of the voting members, who shall mail and receive all notices, and who shall, in general, perform all the duties incident to the office of Secretary; a Treasurer to keep the financial records and books of account; and such additional officers as the Board shall see fit to elect. 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 by a two-thirds (2/3) vote until the next meeting of Unit Owners or for a period terminating no later than 30 days following the filing of a petition signed by Unit Owners holding 20% of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term.

1. (d) Board of Managers (Board of Directors). Any Board member may be removed from office by affirmative vote of the voting members having at least two-thirds of the total votes, at any special meeting called for that purpose. A successor to fill the unexpired term of the Board Member removed, may be elected by the vote of the remaining Members of the Board by two-thirds (2/3) vote, until the next meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding 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 a petition signed by Unit Owners holding 20% of the votes of the Association requesting such a meeting.

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

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the Board of Managers shall be posted in entrance ways, elevators, or other conspicuous places in the Condominium at least 48 hours prior to the meeting of the Board of Managers. The Board of Managers may designate one or more location in the proximity of the units where the notices of meetings shall be posted.

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

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

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

(c) Levying of assessments.

(d) Collection of assessments from unit owners.

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

(f) Obtaining adequate and appropriate kinds of insurance.

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

(h) Adoption and amendment of rules and regulations covering the details of the operation and use of the property, after a meeting of Unit Owners called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations and which conforms to the requirement of Section 18(b) of the Act, however, no rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article 1 of the Illinois Constitution.

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

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

(k) Pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or

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assessing body, which are authorized by law to be assessed and levied upon the real property of the Condominium.

(l) Impose charges for late payments of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, By-laws, and rules and regulations of the Association.

(m) Unless otherwise prohibited, in the Condominium instruments, assign its right to future income, including the right to receive common expenses.

(n) Record the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under the provisions of Section 14.2 of the Act.

(o) Record the granting of an easement for the laying of cable television cable where authorized by the Unit Owners under the provisions of Section 14.3 of the Act

(p) Convene duly called meetings of the Unit Owners relating to matters subject to the affirmative vote of not less than two-thirds (2/3) of the votes of Unit Owners which shall include but not be limited to:

(i) 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 of land or of units on behalf of all Unit Owners.

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

(r) The Association shall have no authority to forebear the payment of assessments by any Unit Owner.

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

(t) To pay for landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair, and replacement of the Common Elements (but not including the windows and glass doors appurtenant to the unit, if any, and

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the interior surfaces of the units and of the hallway doors appurtenant thereto, which the Unit Owners shall paint, clean, decorate, maintain and repair, except if necessitated by repairs to the Common Elements) and such furnishing and equipment for the common elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements.

(u) To pay for any other materials, supplies, furniture, labor, services, maintenances, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or 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) To pay any amount necessary to discharge any mechanic's lien or other encumbrance against the entire property or any part thereof which may, in the opinion of the Board, constitute a lien against the property or against the Common Elements, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the costs of discharging it, and any costs incurred by the Board by reason of said lien or liens, including reasonable attorney's fees, shall be specially assessed to said Unit Owner of Owners.

(w) To maintain and repair any unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements or any other portion of the Building, and of any unit wherein a Unit Owner 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 has been mailed or delivered by the Board to said Unit Owner; provided, however that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair.

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

(y) The Board's powers hereinabove enumerated and described in the Declaration, shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00), without in each case the prior approval of voting members having two-thirds (2/3) of the total votes.

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(2) 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.

(aa) The Board may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, and administration herewith, as it may deem advisable for conservation, and beautification of the property, and for the health, comfort, safety, and general welfare of the Unit Owners and occupants of the property. Written notice of such rules and regulations shall be given to all Unit Owners and occupants and the entire property shall at all times be maintained subject to such rules and regulations.

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

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

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

(ee) The manager or Board of Managers shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the Unit Owners or their mortgagee and their duly authorized agents or attorneys:

(i) 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 of Managers. Prior to the organization of the Association, the Developer shall maintain and make available the records set forth in this subsection for examination and copying.

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(ii) Detailed accurate records 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, and copies of all contracts, leases, or other agreements entered into by the Association.

(iii) The minutes of all meetings of the Association and the Board of Managers. The Association shall maintain these minutes for a period of not less than seven (7) years.

(iv) Ballots for all elections to the Board of Managers and for all other matters voted on by the Unit Owners shall be maintained for a period of not less than one (1) year.

(v) Such other records of the Association as are available for inspection by members of a not-for-profit corporation Act approved July 19, 1943, as amended.

(vi) A reasonable fee covering the direct out-of-pocket cost of providing such information and copying may be charged by the Association or its Board of Managers for the cost of copying.

(ff) Any mortgage or trust deed owned or held by a first mortgagee and recorded prior to the recording or mailing of a notice by the Association of the amount owing by a Unit Owner who has refused or failed to pay his share of the monthly assessment when due, shall be superior to the lien of such unpaid Common Expenses set forth in said notice and to all assessments for Common Expenses which become due and are unpaid subsequent to the date of recording of such first mortgage or first trust deed. Any first mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or trust deed, foreclosure of the mortgage or trust deed or deed of assignment in lieu of foreclosure, shall not be liable for, and shall take the Unit and its proportionate interest in the Common Elements free from claims for unpaid common or special assessments levied by the Association which accrue prior to the date of possession as aforesaid.

## ARTICLE XV

### MEMBERS (UNIT OWNERS)

1. Voting Rights. There shall be one person with respect to each unit ownership who shall be entitled to vote at any meeting of unit owners. Such voting members shall be the Unit Owner or one of the group composed of all the Unit Owners of the unit ownership or may be some person designated by such Unit Owners to act as proxy on his or their behalf and who need not be a Unit Owner. Such designations at any time by actual notice to the Board or the death or judicially declared incompetence of any

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designator, or by written notice to the Board by the Unit Owner or Unit Owners. A proxy shall be invalid after eleven months from the date of its execution, unless otherwise provided in the proxy and every proxy must bear the date of execution. Any or all Unit Owners of a unit ownership and their designee, if any, may be present at any meeting of the voting members, but only the voting member of the unit ownership may vote or take any other action as a voting member either in person or by proxy. Except for the election of the Board of Managers as provided in Article XIV (1b), the total number of votes of all voting members shall be 100 and each Unit Owner or group of Unit 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". The Trustee shall designate the voting member with respect to any unit ownership by the Trustee. The Association shall have one class of membership only and nothing contained in these Condominium instruments shall permit or allow different classes of membership among the Unit Owners. If only one of the multiple owners of a Unit is present at a meeting of the Association, he is entitled to cast the vote allocated to that Unit. If more than one of the multiple owners are present, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There is a majority agreement if any one of the multiple owners cast the votes allocated to that unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the unit.

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

2. (b) MEETINGS. The initial meeting of the voting members shall be held upon written notice, given not less than twenty-one (21) or more than thirty (30) days', by the Legal Owners or Developer. Said initial meeting shall be held not later than sixty (60) days after the conveyance by Developer or Legal Owners of 75% of the units or three (3) years after the recording of the Declaration, whichever is earlier. Thereafter, there shall be an annual meeting on the first Wednesday of August following such initial meeting and on the first Wednesday of each succeeding August thereafter at 7:30 p.m. or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days nor more than thirty (30) days prior to the date fixed for said meeting.

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2.(c) Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which by the terms of this Declaration, require the approval of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President, a majority of the Board, or the voting members having 20% of the total votes and delivered not less than ten (10) days nor more than thirty (30) days prior to the date fixed for said meeting. The notice shall specify the Date, time, and place of the meeting and matters to be considered. Matters to be submitted at special meetings of the voting members shall first be submitted to the Board of Managers, at least ten (10) days prior to the special meeting, who shall then submit the matters to the voting members.

3. Notices of Meetings. Notices of meeting required to be given herein may be delivered either personally or by mail to the person entitled to vote, addressed to each person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains if no address has been given to the Board.

4. Miscellaneous. No merger or consolidation of the Association, sale, lease, exchange, mortgage, pledge, or other disposition of all, or substantially all of the property and assets of the Association, and the purchase or sale of land or of Units on behalf of all Unit Owners shall be effective unless there is an affirmative vote of two-thirds (2/3) of the vote of Unit Owners, unless a greater percentage is otherwise provided for in the Declaration.

## ARTICLE XVI

### ASSESSMENTS - MAINTENANCE FUND

1. Estimated Annual Report and Assessments. Each year on or before October 31, the Board shall estimate the total amount necessary to pay the cost of all common expenses which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. The annual budget shall set forth with particularity all anticipated common expenses by category as well as anticipated assessments and other income. The budget shall also set forth each Unit Owner's proposed common expense assessment. Each Unit Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board of Managers, a copy of the proposed annual budget together with an indication of which portions are intended for capital expenditures or repairs or payment of real estate taxes. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements, if any. The "estimated annual budget" shall be assessed to the Unit

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Owners according to each Unit Owners' percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto. Each Unit Owner shall receive notice in the same manner as is provided in this Declaration for membership meetings of any meeting of the Board of Managers concerning the adoption of the proposed annual budget or any increase or establishment of an assessment. Said meetings of the Board of Managers shall be open to any Unit Owner, and notice of such meeting shall be mailed at least seventy-two (72) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. Pursuant to the Illinois Condominium Act, the Developer or the Board of Managers may provide for the assessment, in connection with expenditures for the Limited Common Elements, of only those Units to which such Limited Common Elements are assigned.

On or before the first day of the month following the adoption of the budget, and the first of each and every month of the ensuing fiscal year, said Unit Owners jointly and severally shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment against his unit ownership made pursuant to this section. On or before December 31 of each year following the year in which the initial meeting is held, the Board shall supply to all Unit Owners an itemized accounting of the common expenses for the preceding year actually incurred and paid with an indication of which portions were for capital expenditures or repairs or payment of real estate taxes together with a tabulation of the amounts collected pursuant to the budget or assessments and showing the net excess or deficit of income over expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year estimate, until exhausted. Any net shortage shall be added according to each Unit Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting.

2. (a) Reserves and Adjustments. The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Any extraordinary or nonrecurring Common Expenses, any Common Expense not set forth in the budget as adopted, and any increase in assessments over the amount adopted shall be separately assessed against all Unit Owners. Any such separate assessment shall be subject to approval by the affirmative vote of at least two-thirds (2/3) of the Unit Owners voting at a meeting of such Unit Owners duly called for the purpose of approving the assessment if it involves proposed expenditures resulting in a total payment assessed to a Unit Owner equal to the greater of fifteen percent (15%) more than the unit's most recent common expense assessment calculated on a monthly basis or Three Hundred Dollars (\$300.00). All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

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2. (b) Reserves and Adjustments. 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 14 days of the Board action, shall call a meeting of the Unit Owners within 30 days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the Unit Owners are cast at the meeting to reject the budget, it is ratified, whether or not a quorum is present. In determining whether assessments exceed 115% of similar assessments in prior years, any authorization provisions for reasonable reserves for repairs or replacement of the condominium property, and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

3. Initial Estimate of Annual Budget. When the first Board elected or appointed hereunder takes office, it shall determine the "estimated annual budget" as hereinabove defined, for the period commencing thirty (30) days after said election and ending on October 31st of the year following the year in which said election occurs. Assessments shall be levied against the Unit Owners during said period as provided in Section 1 of this Article.

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

5. Books and Records. The Board shall keep complete and accurate books of account in chronological order, of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such books and records are those books and records specified in Article XIV. (ee) (i) to (vi) inclusive, of the Declaration and By-laws.

6. Use of Funds. All funds collected hereunder shall be held and expended for the purpose designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the unit owners in the percentages set forth in Exhibit "B".

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7. Insurance. Any insurance premiums assessed on a basis reflecting increased charges for coverage on certain Units shall be assessed to such Unit.

8. Assessments. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Members of the Board may bring suit for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorney's fees to be fixed by the court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, interest, costs and fees as above provided, shall be and become a lien or charge against the unit ownership of the Unit Owner involved when payable. Such lien may be foreclosed by action brought in the name of the Board as in the case of foreclosure of liens against real estate. Such lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by any bank, insurance company, savings and loan association, or other lender shall be subject (as to priority after written notice to said encumbrancer of unpaid common expenses only) to the lien of all common expenses on the encumbered unit ownership which became due and payable subsequent to the date encumbrancer either takes possession of the unit, accepts a conveyance of any interest in the unit ownership, or has a receiver appointed in a suit to foreclose its lien. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Unit Owner shall fail to pay the proportionate share of the common expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include: (1) the right to enforce the collection of such defaulting Unit Owner's share of such expenses (whether due by acceleration or otherwise), together with interest thereon, at the maximum rate permitted by law, and all fees and costs (including reasonable attorneys' fees) incurred in the collection thereof; (2) the right, by giving such defaulting unit owner five days' written notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses occurring with respect to the balance of the assessment year; and (3) the right to take possession of such defaulting Unit Owner's interest in the Property, to maintain for the benefit of all the other Unit Owners an action for possession in the manner prescribed by Article IX of the Code of Civil Procedure, 111. Revised Statutes Chapter 110 par. 9-102, to 9-111., and to execute leases of such defaulting Unit Owner's interest in the property and apply the rents derived therefrom against the expenses.

9. Nonuse. No unit owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his unit.

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## ARTICLE XVII

### COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The units and common elements shall be owned, occupied, and used subject to the following covenants and restrictions:

1. General Use. No part of the Property shall be used for other than housing and related common purposes for which the property was designed. Each Unit or any two or more adjoining Units used together, shall be used as a residence for a single family, and any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining units in such manner and upon such conditions as shall be determined by the Board in writing.

2. Obstruction of Common Elements and Unit Maintenance. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without prior consent of the Board except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own unit.

3. Prohibited Use. Nothing shall be done or kept in any Unit, or in the Common Elements, which will increase the rate of insurance on the Building or contents thereof, applicable for residential use, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit, or in the Common Elements, which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements. No Unit Owner shall overload the electric wiring in the Building, operate any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories, or equipment to the heating or plumbing system, without the prior written consent of the Board.

4. Unit Owner Insurance. Each Unit Owner shall be responsible for his own insurance on his personal property in his own Unit, his personal Property, stored elsewhere in the property and his personal liability, to the extent not covered by the liability insurance for all the Unit Owners obtained by the Board as hereinabove provided.

5. Exterior Attachments. Unit Owners shall not cause or permit anything to be placed on the outside walls of the building and no sign, awning, canopy, shutter, radio, or television antenna shall be affixed to or placed upon exterior walls or roof or any part thereof, without the prior consent of the Board.

6. Window Treatment. The use of coverings for the interior surfaces of the glass windows and/or doors appurtenant to the

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units of the building, whether by draperies, shades, or other items visible from the exterior of the Building, shall be subject to the rules and regulations of the Board.

7. Pets. No animals, reptiles, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements except, that dogs, cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided 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 property upon three (3) days' written notice from the Board.

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

9. Unsuitability. No clothes, sheets, blankets, laundry, or any kind of articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly material.

10. Personal Effects. 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 baby carriages, bicycles, and other personal property may be stored in the common storage area or areas in the event that an area or areas are designated for that purpose.

11. Commercial Activities. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained, or permitted in any of the Units.

12. "For Sale" and "For Rent" Signs. No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the Property except, at such location and in such form, as shall be determined by the Board; provided that the right is reserved by the Legal Owner, the Developer, and their agents, to maintain on the Property until the sale of the last Unit, all models, sales offices, and advertising signs, banners, and lighting in connection therewith, at such locations and in such forms as they shall determine, together with the right of ingress, egress, and transient parking therefor through the Common Elements.

13. Common Elements. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

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14. Exceptions. The unit restrictions in paragraph 1 and 12 of this Article XVIII shall not, however, be constructed in such a manner as to prohibit a Unit Owner from: (a) maintaining his professional library therein, (b) keeping his personal business or professional records or accounts therein, or (c) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of Sections 1 and 12 of this Article XVII.

## ARTICLE XVIII

### REMEDIES FOR BREACH OF COVENANTS

1. Abatement and Enjoinment. The violation of any restriction, condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right in addition to the rights set forth in the next succeeding section: (a) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that may exist thereon contrary to the intent and the provisions hereof, and the Legal Owners, the Developer, or their successors or assign, or the Board, or its agent, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate, or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, include court costs and reasonable attorneys' fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest legal rate until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same upon the Unit ownership of improvements thereto and upon all his personal property in his unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

2. Involuntary Sale. If any Unit Owner (either by his own conduct or by the conduct of any occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration, or the regulations adopted by the Board, and such violations shall continue for thirty (30) days after notice in writing from the Board, or shall re-occur more than once after such notice, then the Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use, or control his Unit in such event, an action in equity may be filed by the members of the Board against the defaulting Unit Owner for a decree of mandatory injunction against the Unit Owner or occupant or, in the alternative, for a decree declaring the termination of the

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defaulting Unit Owner's right to occupy, use, or control the unit owned by him on account of the said violation, and ordering that the right, title, and interest of the Unit 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 establish, except that the court shall enjoin and restrain the defaulting Unit Owner from re-acquiring his interest in the Property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney's fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting unit owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit ownership and, to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

## ARTICLE XIX

### GENERAL PROVISIONS

1. 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 Unit Owner whose Unit ownership is subject to such mortgage or trust deed.

2. Notices to Board, Association and Unit Owners. 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 Unit Owner, as the case may be, at

4534 North Anthon  
Chicago, Illinois 60656

(indicating thereon the number of the respective Unit if addressed to a Unit Owner), or at such other address as herein provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may also designate a different address for notices 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 a unit owner, when deposited in his mailbox in the building or at the door of his Unit in the Building.

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

4. Binding Effect. Each grantee of the Legal Owners, by acceptance of a deed of conveyance, or each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, covenants, reservations and liens of the 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 or any Unit, and shall inure to the benefit of such unit Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

5. Waiver. 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.

6. Amendment. Except as otherwise provided in the Act, this Declaration and By-laws, the provisions of the Condominium instruments may be amended, or modified by an instrument in writing setting forth such amendment, or modification, signed and acknowledged by all of the Members of the Board, at least three-fourths (3/4) of the Unit Owners, and the approval of any mortgagees required under the provisions of the Condominium instruments, and containing an affidavit by an officer of the Board certifying that a copy of the amendment, or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit, no less than ten (10) days prior to the date of such affidavit. Any amendment, or modification shall conform to the provisions of the Condominium Property Act and shall be effective upon recordation thereof. No modification or amendment which affects the rights, privileges, or obligations of the Trustee or the Developer or any unit owner shall be effective without the prior written consent of the Legal Owners or the Developer or the affected Unit Owner or owners. Except to the extent authorized by provisions of the Act, no amendment to the Condominium instruments shall change the boundaries of any unit or the undivided interest in the Common Elements, the number of votes in the Unit Owners' Association, or the liability for common expenses appertaining to a Unit.

7. Invalidity. All provisions of the Declaration, Bylaws and other Condominium instruments are severable. The invalidity of any covenant, restriction, condition, limitation or any other

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provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration. In the event of a conflict between the provisions of the Declaration and the Bylaws or other Condominium instruments, the Declaration prevails except to the extent the Declaration is inconsistent with the Act.

8. Perpetuities and Restraints. If any of the options, privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void for violations of (a) the rule against perpetuities or some analogous statutory provision, (b) the rules restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last to die of the now living lawful descendants of GEORGE BUSH, former President of the United States and ALAN J. DIXON, former Senator of the State of Illinois.

9. Liens. In the event any lien exists against two (2) or more Units and the indebtedness secured by such lien is due and payable, the Unit Owner of any such Unit so affected may remove such unit and the undivided interest in the Common Elements appertaining thereto from such lien by payment of the proportionate amount of such indebtedness attributable to such Unit. In the event such lien exists against the Units or against the Property, the amount of such proportional payment shall be computed on the basis of the percentage set forth in the Declaration. Upon payment as herein provided, it is the duty of the encumbrancer to execute and deliver to the Unit Owner a release of such Unit and the undivided interest in the Common Elements appertaining thereto from such lien.

The owner of such Unit shall not be liable for any claims, damages, or judgments entered as a result of any action or inaction of the Board of Managers or the Association other than for mechanic's liens as hereinafter set forth. Each Unit Owner's liability for any judgment entered against the Board of Managers or the Association, if any, shall be limited to his proportionate share of the indebtedness as set forth herein, whether collection is sought through assessment or otherwise. A Unit owner shall be liable for any claim, damage, or judgment entered as a result of the use or operation of his Unit, or caused by his own conduct. Before conveying a Unit, the Developer shall record or furnish purchaser releases of all liens affecting that Unit as its Common Elements interest which the purchaser does not expressly agree to take subject to or assume, or the Developer shall provide a surety bond or substitute collateral for or insurance against such liens. After conveyance of such Unit, no mechanic's lien shall be created against such unit or its Common Elements interest by reason of any subsequent contract by the Developer to improve or make additions to the property.

If, as a result of work expressly authorized by the Board of Managers, a mechanic's lien claim is placed against the Property



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or any portion of the Property, each Unit Owner shall be deemed to have expressly authorized it and consented thereto, and shall be liable for the payment of his unit's proportionate share of any due and payable indebtedness.

10. Release of Claims. Each unit owner hereby waives and releases any and all claims which he may have against any other unit owner, occupant, the Association, its officers, Members of the Board, the Legal Owners, the Developer, the managing agent, 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.

11. 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 apartment building.

12. Headings. The headings and captions contained herein are inserted for convenient reference only and shall not be deemed to construe or limit the sections and articles to which they apply.

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

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IN WITNESS WHEREOF, the undersigned, LORENZO DI VITO and BIAGIO PECORARO, have executed this Declaration of Condominium this 15<sup>th</sup> day of September, 1995.

  
LORENZO DI VITO

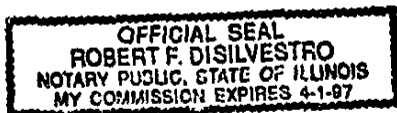
  
BIAGIO PECORARO

STATE OF ILLINOIS )  
                          ) ss.  
COUNTY OF COOK )

I, the undersigned, Notary Public in and for said County in the State aforesaid, do hereby certify that LORENZO DI VITO and BIAGIO PECORARO, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15<sup>th</sup> day of September, 1995.

  
NOTARY PUBLIC



THIS INSTRUMENT PREPARED BY:  
Robert F. Di Silvestro  
Di Silvestro & Associates  
3800 N. Austin Avenue  
Chicago, Illinois 60634  
(312) 736-7100

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## CONSENT OF MORTGAGEE

BLOOMINGDALE BANK AND TRUST, a corporation existing under the laws of the State of Illinois, holder of a Mortgage dated January 13, 1995 and recorded January 17, 1995 as Document 95036372, and Assignment of Rents dated January 13, 1995, recorded January 17, 1995 as Document 95036373 on the premises described in the Declaration of Condominium Ownership, hereby consents to the execution and recording of the above and foregoing Declaration of Condominium, and hereby submits said Mortgage to the provisions of the above and foregoing Declaration of Condominium and the Condominium Property Act.

IN WITNESS WHEREOF, the said BLOOMINGDALE BANK AND TRUST has caused this instrument to be signed by its duly authorized officers on its behalf, at Bloomingdale, Illinois on this 24 day of AUGUST, 1995.

BLOOMINGDALE BANK AND TRUST

**ATTEST:**

Melanie T. Weirich

BY: Raymond J. Wengel

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, ALMA D. MARTINEZ, a Notary Public, in and for the said County and State do hereby certify that RAYMOND J. WENDEL and MELANIE T. WEIRICH respectively, of BLOOMINGDALE BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Counsel and Asst. Vice President appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

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Given under my hand and Notarial Seal this 24th day of August, 1995.

Alma D. Martinez  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:  
Robert F. Di Silvestro  
Di Silvestro & Associates  
3800 N. Austin Avenue  
Chicago, Illinois 60634  
(312) 736-7100

