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

TATTERSALL SQUARE
CONDOMINIUM
ASSOCIATION



February, 1995

Prepared by and Mail to: Robert P. Nesbit
Kovitz Shifrin & Waitzman
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Arlington Heights, IL 60004

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Handwritten signature and initials

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**DECLARATION OF CONDOMINIUM
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TATTERSALL SQUARE
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February, 1995

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Amended Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Tattersall Square Condominium Association

MAR 09 1995

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Amended Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Tattersall Square Condominium Association

The following property, located at 2400-2500 Talcott Road, in the City of Park Ridge, County of Cook and State of Illinois, has been submitted to the Illinois Condominium Property Act:

The West 85 feet of Lot 1, the West 85 feet of Lot 2, and Lot 9 in Owners Partition of Lots 30, 31, 32 and 33 in County Clerks Division in the Northwest quarter of Section 34, Township 41 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois (except that part of said Lot 9 and of said West 85 feet of said Lot 2, taken for widening Talcott Road).

ARTICLE I DEFINITIONS

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

- 1.01 COMMON ELEMENTS: All portions of the Property except the Units.
- 1.02 OCCUPANT: Person or persons, other than Owner, in possession.
- 1.03 OWNER: The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.
- 1.04 PARCEL: The entire tract of real estate above described.
- 1.05 PARKING AREA: Area provided for parking automobiles as shown on Exhibit "A" attached hereto.
- 1.06 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- 1.07 PROPERTY: All the land, property and space comprising the parcel, all improvements and structures constructed or contained therein or thereon, including the buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of the Unit Owners.
- 1.08 UNIT: A part of the Property within a building including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for a one-family dwelling, and having lawful access to a public way, and more specifically described hereafter in Article II.

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1.09 UNIT OWNERSHIP: A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

ARTICLE II UNITS

2.01 DESCRIPTION AND OWNERSHIP. All Units in the buildings located on the Parcel are delineated on the survey attached hereto as Exhibit "A" and made a part of this Declaration.

It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof in 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," and every such description shall be deemed good and sufficient for all purposes. Except as otherwise provided by the Illinois Condominium Property Act ("Act"), no Unit Owner shall, by deed, plat or otherwise, subdivide or in any manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit "A."

2.02 CERTAIN STRUCTURES NOT CONSTITUTING PART OF A UNIT. No Owner shall own any pipes, wires, conduits, public utility lines or structural components running through his Unit and serving more than his Unit except as a tenant in common with all other Owners. However, any pipes, wires, conduits, public utility lines, structural components or other apparatus lying partially within and partially outside the designated boundaries of a Unit and serving only that Unit, shall be deemed part of the Unit.

ARTICLE III COMMON ELEMENTS

3.01 DESCRIPTION. Except as otherwise in this Declaration provided, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, swimming pool, recreation rooms, storage areas, parking areas, custodian's apartment, all stairways, elevators, halls, courtyards, lobbies, corridors, pipes, ducts, chutes, conduits, wires and other utility installations to the outlets, and such component parts of walls, floors and ceilings as are not located within the Units.

3.02 OWNERSHIP OF COMMON ELEMENTS. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners of the Property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. The extent or amount of such ownership shall be expressed by a percentage amount and, once determined, shall remain constant, and may

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not be changed without unanimous approval of all Owners. Each Unit's corresponding percentage of ownership in the Common Elements is set forth in Exhibit "B" attached hereto.

3.03 NO PARTITION OF COMMON ELEMENTS. There shall be no partition of the Common Elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit Ownership shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership as between such co-owners.

ARTICLE IV GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

4.01 SUBMISSION OF PROPERTY TO "CONDOMINIUM PROPERTY ACT." The property is hereby submitted to the provisions of the Condominium Property Act of the State of Illinois.

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

4.03 EASEMENTS:

A. Encroachments. In the event that, by reason of the construction, settlement or shifting of the building, or the design or construction of any Unit, 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, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachments 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 containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners.

B. Balconies and Patios. A valid exclusive easement is hereby declared and established for the benefit of each Unit and its Owner, consisting of the right to use and occupy the balcony or patio, as the case may be, adjoining the Unit; provided, however, that no Owner shall decorate, landscape or adorn such balcony or patio in any manner contrary to the rules and regulations as may be established by the Board of Managers or the

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Association, as hereinafter provided, unless he shall first obtain the written consent of said Board or Association so to do.

C. Utility Easements. Commonwealth Edison Company and all other public utilities serving the property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes and wires, and other equipment into and through the Common Elements for the purpose of providing the property with utility services.

D. Parking Spaces. That part of the Common Elements identified in Exhibit "A" as "Parking Area" shall be used by the Unit Owners for parking purposes. Each Unit Owner shall be entitled to at least one parking space, which right shall be appurtenant to and run with such Unit Ownership, and, provided further, that the right to use one or more parking spaces shall be subject to such charges as the Board of Managers may deem advisable, and any funds so collected shall become part of the Maintenance Fund. A Unit Owner not using the parking space appurtenant to his Unit may grant such use to another Unit Owner, such use to terminate, however, upon the sale or other disposition by the granting Owner of his Unit. The right to use any additional parking space, as hereinabove provided, shall likewise terminate upon the sale or other disposition by the licensee of his Unit, or in the event such additional parking space is no longer used by such licensee for the parking of an automobile, and all such additional parking spaces shall thereupon be subject to disposition by the Board of Managers, as herein provided. The right to use any parking space, whether appurtenant to a Unit or pursuant to license shall be evidenced by written instrument made by the Board of Managers. The Board of Managers or the Association, as hereinafter provided, shall have authority to promulgate such rules and regulations as it may deem desirable with respect to use and maintenance of the parking area.

E. Storage Area. The Storage Area in the building outside of the respective Units shall be part of the Common Elements and the exclusive use and possession of the individual portions thereof may be allocated among the respective Owners. Upon written approval of the Board of Managers, the exclusive use and possession of specified portions of the aforescribed Storage Area may be allocated to specific Unit Ownerships and may be exchanged between Unit Ownerships. The use of specific portions of the Storage Area, notwithstanding their allocation to specific Unit Ownership as aforescribed, shall remain subject to such rules and regulations applicable to all portions of the Storage Areas as the Board may prescribe. However, when the exclusive use and possession of any specified portion of the Storage Area has been allocated to a specific Unit Ownership, no part thereof may be re-allocated or terminated except with the express consent of the Owner of the Unit Ownership to whom it has theretofore been allocated or with the approval of voting members holding two-thirds (2/3) of the total votes and the substitution therefor of equivalent storage space.

F. Easements to Run With Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights

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described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcel as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE V ADMINISTRATION

5.01 ADMINISTRATION OF PROPERTY. The direction and administration of the property shall be vested in a Board of Managers (hereinafter referred to as the "Board") consisting of five persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Unit Owners; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or legal entity other than a natural person or persons, then any director of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

5.02 VOTING RIGHTS. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "voting member." Such voting member may be the Owner or one of the group composed of all the owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the voting members and may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be 100, and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit "B."

5.03 MEETINGS.

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

B. Annual Meeting. The annual meeting of the voting members shall be held not more than thirty (30) days before or after the third Tuesday of May of each year at 7:30 p.m. on the property, or at such other reasonable place or time as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days prior to the date fixed for said meeting.

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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 all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by the president, the Board of Managers or by twenty percent (20%) of the Unit Owners. The notices shall specify the date, time and place of the meeting and the matters to be considered.

D. Notice of Meeting. Each Owner shall receive written notice of any meeting of the voting members, either delivered or by mail, not less than ten (10) nor more than thirty (30) days prior to the meeting. The notice shall include the time, place and purpose of the meeting.

E. Contract Purchasers. The sale of a condominium unit pursuant to an installment contract for purchase shall during such times as the contract purchaser(s) reside 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. The contract purchaser 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 of such rights. In no event may the seller and contract 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.

5.04 BOARD OF MANAGERS.

A. Election. At each annual meeting, the voting members shall, by a majority of the total votes present at such meeting, elect a Board of Managers for the forthcoming year, consisting of five (5) Owners. Three (3) members shall constitute a quorum. Members of the Board shall serve, without compensation, for a term of one (1) year or until their successors are elected. Board members may succeed themselves. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meeting when a quorum exists. Meetings of the Board shall be held not less than four (4) times annually and may be called, held and conducted in accordance with such regulations as the Board may adopt. The Association may, upon adoption of the appropriate rules by the Board, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself, provided that the Board further adopts rules to verify the status of the Unit Owner issuing a proxy or casting a ballot; and further, that a candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots at such election.

B. Officers. The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account.

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

D. Vacancies. The remaining members of the Board shall have the right to fill any vacancy on the Board or of any office by two-thirds vote until the next annual meeting of the Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting.

E. Multiple Owners. If there are multiple owners of a single Unit, only one (1) of the multiple owners shall be eligible to serve as a member of the Board at any one time.

F. Meetings. Meetings of the Board of Managers shall be open to any Unit Owner, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the 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 of meetings or portions thereof required to be open by the Act by tape, film or other means, however, the board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of meetings of the Board of Managers shall be posted in entranceways, elevators, or other conspicuous places in the condominium at least 48 hours prior to the meeting of the Board of Managers. The Board may designate one or more locations where the notices of meetings shall be posted. All members of the Board shall receive not less than forty-eight (48) hours written notice of any meeting unless waived.

G. Special Meetings. Special meetings of the Board of Managers can be called by the President or 25% of the members of the Board.

H. Proxies. Any proxy distributed for Board elections by the Board of Managers must give Unit Owners the opportunity to designate any person as the proxy holder and give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name. A Unit Owner may vote by a proxy executed in writing by the Unit Owner or by his duly authorized attorney in fact and the proxy shall be invalid after 11 months from the date of its execution, unless otherwise provided in the proxy. Every proxy must bear the date of execution.

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ARTICLE VI POWERS AND DUTIES OF THE BOARD OF MANAGERS

6.01 GENERAL POWERS OF THE BOARD. The Board for the benefit of all the Owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, the following:

A. The Association shall obtain and maintain fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage available to protect funds in the custody or control of the Association plus the Association reserve fund. Any management company which may be responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage available to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and the management company. The Association shall be the direct obligee of any such fidelity bond. A management company holding reserve funds of the Association shall at all times maintain a separate account for the Association, provided, however, that for investment purposes, the Board of Managers may authorize the management company to maintain the Association's reserve funds in a single interest bearing account with similar funds of other Associations. The management company shall at all times maintain records identifying all moneys of each Association in such investment account. The management company may hold all operating funds of Associations which it manages in a single operating account but shall at all times maintain records identifying all moneys of each Association in such operating account. Such operating and reserve funds held by the management company for the Association shall not be subject to attachment by any creditor of the management company.

For the purpose of this section, a management company shall be defined as a person, partnership, corporation, or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for a Unit Owner, Unit Owners or Association of Unit Owners for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day to day operation and management of any property subject to the Act. For purposes of this section, the term "fiduciary insurance coverage" shall be defined as both a fidelity bond and directors and officers liability coverage, the fidelity bond in the full amount of Association funds and Association reserves that will be in the custody of the association, and the directors and officers liability coverage at a level as shall be determined to be reasonable by the Board of Managers.

If the Association has reserves plus assessments in excess of \$250,000 and cannot reasonably obtain 100% fidelity bond coverage for such amount, then it must obtain a fidelity bond coverage of \$250,000.

B. Water, waste removal, electricity and telephone and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units.

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C. A policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements for the full insurable replacement value of the Common Elements and the Units; or such fire and casualty insurance as the Board shall determine gives substantially equal or greater protection, written in the name of, and the proceeds thereof shall be payable to, the Members of the Board as trustees for each of the Unit Owners in the percentages established in Exhibit "B", and to the Owners' Mortgagees, as their interests may appear.

D. A policy of policies insuring the members of the Board, their agents and employees and the Owners against any liability to the public or to the Owners (of Units and of the Common Elements, and their invitees, or tenants), incident to the ownership and/or use of the Common Elements and Units, the liability under which insurance shall be not less than One Hundred Thousand Dollars (\$100,000.00) for any one person injured, Three Hundred Thousand Dollars (\$300,000.00) for any one accident, and Ten Thousand Dollars (\$10,000.00) for property damage (such limits to be reviewed at least annually by the Board and increased in its discretion).

E. Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

F. The services of any person or firm employed by the Board.

G. Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units and of the doors and windows appurtenant thereto, which the Owner shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements.

H. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the property as a first class condominium development or for the enforcement of these restrictions.

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

J. Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements, or any other portion of the building, and the Owner or Owners of said Unit have failed or refused to perform said

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maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Owner or Owners, provided that the Board shall levy a special assessment against such Unit Owner for the cost of maintenance or repair.

K. The Board or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. The Board may require access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to other units. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

L. The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any capital addition and improvement (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) having a total cost in excess of One Thousand Dollars (\$1,000.00), nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of One Thousand Dollars (\$1,000.00), without in each case the prior approval of the voting members holding two-thirds (2/3) of the total votes. The Board may not enter into a contract with a current Board member or with a corporation or partnership in which a Board member or a member of the Board member's immediate family has 25% or more interest, unless notice of intent to enter the contract is given to unit owners within 20 days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by 20% of the Unit Owners, for an election to approve or disapprove the contract. Such petition must be filed within 20 days after such notice and such election shall be held within 30 days after filing the petition. A Board member's immediate family means the Board member's spouse, parents, and children.

M. All vouchers for payment of expenditures by the Board 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 vouchers shall be signed by the Treasurer and countersigned by the President of the Board.

N. To adopt and amend rules and regulations covering the details of the operation and use of the property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18 of the Act, except that no quorum is required at the meeting. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, nor may any rules or regulations conflict with the provisions of the Act or the Declaration.

O. The Board may employ a managing agent or manager to manage the Property to the extent and at a salary established by the Board.

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P. To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the property. In the performance of their duties, the officers and members of the Board shall exercise the care required of a fiduciary of the Unit Owners.

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

R. The Board of Managers may disseminate to Unit Owners biographical and background information about candidates for election to the board if: (i) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated; and (ii) the Board does not express a preference in favor of any candidate.

S. Upon 10 days notice to the management company or Board of Managers and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his/her account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

T. Designation and removal of personnel necessary for the maintenance, repair and replacement of the Common Elements.

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

V. To impose charges for late payment 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, to levy reasonable fines for violation of the Declaration, By-Laws and rules and regulations of the Association.

W. To assign the right of the association to future income from common expenses or other sources, and to mortgage or pledge substantially all of the remaining assets of the Association.

X. To seek relief on behalf of all Unit Owners when authorized pursuant to the Act or this Declaration or in connection with the assessment or levying of real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body.

Y. To reasonably accommodate the needs of a handicapped unit owner as required by the federal Civil Rights Act of 1968, the Human Rights Act and any applicable local ordinances in the exercise of its powers with respect to the use of Common Elements or approval of modifications in an individual Unit.

6.02 LIABILITY OF THE BOARD OF MANAGERS. The members of the Board shall not be liable to the Owners for any mistake of judgment or for any acts or omissions made

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in good faith as such Board Members. The Owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Owners. It is also intended that the liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all the Owners in the Common Elements. Every agreement made by the Board or by the managing agent on behalf of the Owners shall provide that the members of the Board, or the managing agent, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Owners in the Common Elements.

ARTICLE VII ASSESSMENTS - MAINTENANCE FUNDS

7.01 Annual Assessment. Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies 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. This amount shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Owner shall be obligated to pay to the Board or as it may direct, one-twelfth (1/12th) of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Elements to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six months after rendering of the accounting. The Board shall have no authority to forbear the payment of assessments by any Owner.

7.02 Notice.

A. Each Unit Owner shall receive notice, in the same manner as is provided in the Declaration and Act for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate special assessment.

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B. Except as provided in paragraph D. below, if an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by Unit Owners with 20 percent of the votes of the Association delivered to the Board within 14 days of the Board action, shall call a meeting of the Unit Owners within 30 days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or separate assessment, it is ratified.

C. Any common expense not set forth in the budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against all unit owners.

D. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Unit Owner approval or the provisions of paragraph B. above or paragraph E. below. As used herein, "emergency" means an immediate danger to the structural integrity of the common elements or to the life, health, safety or property of the Unit Owners.

E. Assessments for additions and alterations to the common elements or to association-owned property not included in the adopted budget, shall be separately assessed and are subject to approval of two-thirds of the total votes of all unit owners.

F. The board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by paragraphs D. and E. above, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

7.03 Reserves. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage ownership in the Common Elements, following notice to the Owners and in accordance with the Act.

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

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7.05 Books and Records. The Board shall keep full and correct 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 other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any 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.

7.06 Use of Funds. All funds collected hereunder shall be held and expended for the purposes 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".

7.07 Default. If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Board of Managers may bring suit for and on behalf of themselves and as representatives of all 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, together with legal interest and reasonable attorneys' 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, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed by an action brought in the names of the Board of Managers as in the case of foreclosure of liens against real estate. Said 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 or savings and loan association 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 which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest therein, or files suit to foreclose his lien. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit covered by his encumbrance and unless the request shall be complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance.

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7.07 Amendment. Amendments to this Article VII shall only be effective upon unanimous written consent of the Owners, and their Mortgagees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or her Unit.

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ARTICLE VIII COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units and Common Elements shall be occupied and used as follows:

8.01 USE OF PROPERTY. No part of the Property shall be used for other than housing and the 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 or such other uses permitted by this declaration and for no other purpose. That part of the Common Elements separating 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. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from: (i) maintaining his personal professional library therein; (ii) keeping his personal business or professional records or accounts therein; or (iii) 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 said restrictions.

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

8.03 WASTE. 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 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 hereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

8.04 EXTERIOR DISPLAYS. Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

8.05 PETS. No animals, 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 subject to these restrictions upon three (3) days' written notice from the Board.

8.06 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 wilfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants.

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8.07 STRUCTURAL INTEGRITY. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the building or which would structurally change the building except as is otherwise provided herein.

8.08 OBSTRUCTION OF COMMON ELEMENTS. No clothes, sheets, blankets, laundry of any kind or other 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 materials.

8.09 BUSINESS USE / SIGNS. Except as otherwise provided in Section 8.01 of this Article VIII, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained, or permitted in any Unit, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising 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.

8.10 ALTERATION OF COMMON ELEMENTS. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

8.11 PARKING. That part of the Common Elements identified in Exhibit "A" as "Parking Area" shall be used by the Owners for parking purposes.

ARTICLE IX SALE, LEASING OR OTHER ALIENATION

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9.01 SALE. Any Owner who wishes to sell his Unit Ownership to any person not related by blood or marriage to the Owner shall give to the Board no less than thirty (30) days' prior written notice of the terms of any contemplated sale, together with the name and address of the proposed purchaser. The members of the Board and their successors in office acting on behalf of the other Owners, shall at all times have the first right and option to purchase such Unit Ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) day period and at any time within sixty (60) days after the expiration of said period, contract to sell such Unit Ownership to the proposed purchaser named in such notice upon the terms specified therein.

9.02 LEASE. It is the intent that the Owner of each Unit of Tattersall Square Condominium (2400-2500 Talcott Road, Park Ridge Condominium), shall occupy and use such Unit as a private dwelling for himself and his immediate family. Therefore, the leasing of Units to others as a regular practice for business, speculative, investment or other similar purposes is not permitted.

To meet special situations and to avoid undue hardship or practical difficulties, the Board of Managers may grant permission to an Owner to lease his Unit to a specified lessee

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for a period of not less than four (4) consecutive months nor more than twelve (12) consecutive months.

9.03 GIFT. Any Owner other than the Trustee who wishes to make a gift of his Unit Ownership or any interest therein to any person or persons who would not be heirs at law of the Owner under the Rules of Descent of the State of Illinois were he or she to die within ninety (90) days prior to the contemplated date of such gift, shall give to the Board not less than ninety (90) days' written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall at all times have the first right and option to purchase such Unit Ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the Owner desiring to make such gift shall each appoint a qualified real estate appraiser, whose fee shall be paid by the Board, to act as arbitrator. The two (2) arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser, whose fee shall be paid by the Board, to act as the third arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the three (3) arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Owner and the Board. The Board's option to purchase the Unit Ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice.

9.04 DEVISE. In the event any Owner dies leaving a Will devising his or her Unit Ownership, or any interest therein, to any person or persons not heirs at law of the deceased Owner under the Rules of Descent of the State of Illinois, and said Will is admitted to probate, the members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit Ownership or interest therein either from the devisee or devisees thereof named in said Will or, if a power of sale is conferred by said Will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Owner, the Board shall appoint a qualified real estate appraiser, whose fee shall be paid by the Board, to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator, and shall pay said arbitrator's fee. Within ten (10) days after the appointment of said arbitrator, the two (2) so appointed shall appoint another third arbitrator, whose fee shall be paid by the Board. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein devised by the deceased Owner, and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. The Board's right to purchase the Unit Ownership or interest therein at the price determined by the three (3) arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal

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representative of the deceased Owner is empowered to sell, and shall expire ten (10) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the rights of the members of the Board, acting on behalf of the other Unit Owners, or their authorized representative, pursuant to authority given to the Board by the Owners as hereinafter provided, to bid at any sale of the Unit Ownership or interest therein of any deceased Owner which said sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased Owner's estate which contains his or her Unit Ownership or interest therein.

9.05 INVOLUNTARY SALE.

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

B. In the event any Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his Unit Ownership, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article VII.

9.06 CONSENT OF VOTING MEMBERS. The Board shall not exercise any option hereinabove set forth to purchaser any Unit Ownership or interest therein without the prior written consent of all of the voting members except the members whose Unit or Units are the subject of the option. The members of the Board or their duly authorized representatives, acting on behalf of the other Unit Owners, may bid to purchase at any sale of a Unit Ownership or interest therein, which said sale is held pursuant to an order or direction of a court, upon the prior unanimous written consent of the voting members whose Units are not subject to the sale, which said consent shall set forth a maximum price which the members of the Board or their duly authorized representatives are authorized to bid and pay for said Unit or interest therein.

9.07 RELEASE OR WAIVER OF OPTION. Upon the written consent of four of the Board members, any of the options contained in this Article VIII may be released or waived and the Unit Ownership or interest therein which is subject to an option set forth in this

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Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

9.08 PROOF OF TERMINATION OF OPTION. A certificate executed and acknowledged by the acting secretary of the Board stating that the provisions of this Article IX as hereinabove set forth have been met by an Owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived upon request at a reasonable fee not to exceed Ten Dollars (\$10.00).

9.09 FINANCING OF PURCHASE UNDER OPTION.

A. Acquisition of Unit Ownerships or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each Owner in the ratio that his percentage of ownership in the Common Elements as set forth in Exhibit "B" bears to the total of all such percentages applicable to Units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in Article VII.

B. The members of the Board, in their discretion, may borrow money to finance the acquisition of any Unit Ownership or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the property other than the Unit Ownership or interest therein to be acquired.

9.10 TITLE TO ACQUIRED INTERESTS. Unit Ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the members of the Board of Managers and their successors in office, or such nominee as they shall designate, for the benefit of all the Owners. Said Unit Ownerships or interests therein shall be sold or leased by the members of the Board in such manner as the Board shall determine. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each Owner in the same proportion in which the Board could levy a special assessment under the terms of this Article.

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ARTICLE X **DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS**

10.01 SUFFICIENT INSURANCE. In the event the improvements forming a part of the property, or any portion thereof including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event, within thirty (30) days after said

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damage or destruction, the Unit Owners elect either to sell the property as hereinafter provided in Article XII or to withdraw the property from the provisions of this Declaration, and from the provisions of the Act as therein provided, then such repair, restoration or reconstruction shall not be undertaken.

10.02 INSUFFICIENT INSURANCE. In the event the property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within one hundred and eighty (180) days after said damage or destruction, then the provisions of the Condominium Property Act in such event shall apply.

10.03 DEFINITION. Repair, restoration or reconstruction of the improvements as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

ARTICLE XI CONDEMNATION OR EMINENT DOMAIN

In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements, the award made for the taking shall be payable to the Board of Managers. If 75% or more of the Unit Owners duly and promptly approve the repair or restoration of such Common Elements or the purchase of new or additional property to be joined as part of the Common Elements, the Board of Managers shall promptly act to award contracts in compliance therewith. In the event 75% or more of the Owners do not approve same, then the net proceeds of such award shall be disbursed among all the Unit Owners in proportion to their respective common interests.

ARTICLE XII SALE OF THE PROPERTY

At any time after one (1) year after the date of occupancy of the first Unit occupied, the Owners by affirmative vote of at least 75% of the total vote, at a meeting duly called for such purpose, may elect to sell the property as a whole. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner 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 objections 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, and two so selected shall select a third,

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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. The party selecting an appraiser shall pay the fee of the appraiser selected by him or it. The fee of a third appraiser, if one is selected, shall be paid by the Board.

ARTICLE XIII
REMEDIES FOR BREACH OF COVENANTS,
RESTRICTIONS AND REGULATIONS

13.01 ABATEMENT AND ENJOINMENT. The violation of any restriction or 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: (i) to enter upon the property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions herein, and the Trustee, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

13.02 INVOLUNTARY SALE. If any Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur repeatedly during any thirty-day period after written notice or request to cure such violation from the Board, then the Board shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or occupant or, in the alternative a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the 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 Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid assessments hereunder or any liens shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and, subject to the Board's rights as provided in Article VII hereof, 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

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condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

ARTICLE XIV **ASSOCIATION**

There shall be incorporated a not-for-profit corporation under the laws of the State of Illinois to be called "Tattersall Square Condominium Association", or a name similar thereto, to facilitate administration and operation of the property. The Board of Directors of such Association shall be deemed to be the Board of Managers referred to herein and in the Act. Every Owner shall be a member therein, which membership shall terminate upon the sale or other disposition by such member of his Unit Ownership, at which time the new Owner shall automatically become a member therein.

ARTICLE XV **GENERAL PROVISIONS**

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

15.02 **NOTICES**. Notices required to be given to said Board or the Association may be delivered to any member of the Board or officer of the Association either personally or by mail addressed to such member or officer at his Unit.

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

15.04 **COVENANTS**. Each Owner, by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Trustee's Deed, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

15.05 **WAIVER**. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason

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of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

15.06 AMENDMENT. The provisions of Article III, Article VII, Section 9.05 of Article IX and this Paragraph 15.06 of this Declaration, may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, all of the Owners and all mortgagees having bona fide liens of record against any Unit Ownerships. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, the Owners having at least three-fourths (3/4) of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

15.07 PARTIAL INVALIDITY. The invalidity of any covenant, restriction, condition, limitations or any other 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 rest of this Declaration.

15.08 PERPETUITIES. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provisions; (ii) the rule restricting restraints on alienation; or (iii) any other statutory or common law rule imposing time limits, then such provision shall continue only until twenty-one years after the death of the survivor of the now living lawful descendants of Richard Daley, Mayor of Chicago, and William Clinton, President of the United States.

15.09 LIBERAL CONSTRUCTION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium apartment development.

15.10 TRUSTS. 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 trust property remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of 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 liability shall be asserted against such title holding trustee personally for payment of any claim, lien or obligation or for the performance of any agreement, covenant or undertaking hereby created and the Trustee shall not be obligated to sequester funds or trust property to apply in whole or in part thereon, but the amount thereof shall continue to

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be a charge or lien upon the Unit Ownership notwithstanding any changes in the beneficial interest of any such trust or transfers of title to such Unit Ownership.

APPROVED THIS 8th DAY OF FEBRUARY, 1995.

Phyllis Radovic

Paul E. Dally, M.D. V.P.

Lillian M. Erikson

Joan L. Gussy, Treas.

Bruce R. Gallo

Being all the members of the Board of Managers
of the Tattersall Square Condominium Association.

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11/11/2010

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EXHIBIT "A"

The West 85 feet of Lot 1, the West 85 feet of Lot 2, and Lot 9 in Owners Partition of Lots 30, 31, 32 and 33 in County Clerks Division in the Northwest quarter of Section 34, Township 41 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois (except that part of said Lot 9 and of said West 85 feet of said Lot 2, taken for widening Talcott Road).

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EXHIBIT B 1 5 9 0 3 9

101 - 1.288%	201 - 1.304%	301 - 1.321%
102 - 1.261%	202 - 1.279%	302 - 1.297%
103 - 1.275%	203 - 1.293%	303 - 1.648%
	204 - 1.293%	304 - .974%
105 - 1.275%	205 - 1.293%	305 - 1.311%
106 - 1.275%	206 - 1.293%	306 - 1.311%
107 - 1.261%	207 - 1.279%	307 - 1.297%
108 - 1.275%	208 - 1.293%	308 - 1.311%
109 - 1.265%	209 - 1.279%	309 - 1.297%
110 - 1.250%	210 - 1.268%	310 - 1.286%
111 - 1.275%	211 - 1.293%	311 - 1.311%
	212 - 1.293%	312 - 1.311%
113 - 1.250%	213 - 1.263%	313 - 1.286%
114 - 1.250%	214 - 1.268%	314 - 1.286%
115 - 1.275%	215 - 1.293%	315 - 1.311%
116 - 1.275%	216 - 1.293%	316 - 1.311%
117 - 1.275%	217 - 1.293%	317 - 1.311%
118 - 1.275%	218 - 1.293%	318 - 1.311%
119 - 1.286%	219 - 1.304%	319 - 1.321%
	220 - 1.304%	320 - 1.321%
121 - 1.261%	221 - 1.279%	321 - 1.297%
122 - 1.261%	222 - 1.279%	322 - 1.297%
123 - 1.250%	223 - 1.268%	323 - 1.286%
124 - 1.250%	224 - 1.268%	324 - 1.286%
125 - 1.258%	225 - 1.275%	325 - 1.293%
126 - Janitor	226 - .956%	326 - .974%
	227 - 1.293%	327 - 1.311%
128 - .939%	228 - .956%	328 - .974%

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PERMANENT INDEX NUMBERS 2400-2500 Talcott Road, Park Ridge, IL

09-84-101-021-1001	09-84-101-021-1091	09-84-101-021-1060
09-84-101-021-1002	09-84-101-021-1092	09-84-101-021-1061
09-84-101-021-1003	09-84-101-021-1093	09-84-101-021-1062
09-84-101-021-1004	09-84-101-021-1094	09-84-101-021-1063
09-84-101-021-1005	09-84-101-021-1095	09-84-101-021-1064
09-84-101-021-1006	09-84-101-021-1096	09-84-101-021-1065
09-84-101-021-1007	09-84-101-021-1097	09-84-101-021-1066
09-84-101-021-1008	09-84-101-021-1098	09-84-101-021-1067
09-84-101-021-1009	09-84-101-021-1099	09-84-101-021-1068
09-84-101-021-1010	09-84-101-021-1040	09-84-101-021-1069
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09-84-101-021-1013	09-84-101-021-1043	09-84-101-021-1072
09-84-101-021-1014	09-84-101-021-1044	09-84-101-021-1073
09-84-101-021-1015	09-84-101-021-1045	09-84-101-021-1074
09-84-101-021-1016	09-84-101-021-1046	09-84-101-021-1075
09-84-101-021-1017	09-84-101-021-1047	09-84-101-021-1076
09-84-101-021-1018	09-84-101-021-1048	09-84-101-021-1077
09-84-101-021-1019	09-84-101-021-1049	09-84-101-021-1078
09-84-101-021-1020	09-84-101-021-1050	09-84-101-021-1079
09-84-101-021-1021	09-84-101-021-1051	09-84-101-021-1080
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09-84-101-021-1030	09-84-101-021-1059	

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