

PT6-01-046

**UNOFFICIAL COPY**  
**FOR THE PROTECTION OF THE OWNER, THIS  
RELEASE SHALL BE FILED WITH THE RECORDER  
OF DEEDS OR THE REGISTRAR OF TITLES  
IN WHOSE OFFICE THE MORTGAGE OR DEED  
OF TRUST WAS FILED.**

**RELEASE OF MORTGAGE (TORRENS)**

KNOW ALL MEN BY THESE PRESENTS, That the **Great American Federal Savings and Loan Association** of Oak Park, Cook County, Illinois, a corporation of the United States of America, does hereby certify that a certain Indenture of Mortgage, bearing date the 16th day of February, 19 79, made and executed by First National Bank of Evergreen Park of the United States of America, Cook County, Illinois, to the said **Great American Federal Savings and Loan Association**, and ~~recorded~~ (registered) in the ~~Recorder's~~ (Registrar's) Office of Cook County, Illinois, on the 8th day of March, 19 79, said mortgage being recorded (registered) in Book                     , Page                     , as Document No. 3079649 covering premises therein described as follows:

All of Lot 1 and the North 15 feet of Lot 2 in Block 1 in Orland Hills being a subdivision of part of the West 1/2 of the West 1/2 of the Northeast 1/4 of Section 3, Township 36 North, Range 12, East of the Third Principal Meridian, according to the plat thereof registered as Document #1313375, in Cook County, Illinois.\*\*

Commonly Known As: 13501 S. Elm, Orland Park, Illinois

PTN: 27-03-203-011-0000  
*AAO ALL*  
*[Signature]*

is together with the Note accompanying said Mortgage, fully paid, satisfied, released and discharged.

WITNESS the hand of William C. Eldridge Vice President and Richard Klanoer Asst. Secretary respectively, of said **Great American Federal Savings and Loan Association**, who have been duly authorized by said Association to execute this release on its behalf and to affix its seal thereto.  
Dated this 21st day of March, 19 86

**Great American Federal Savings and Loan Association**  
By William C. Eldridge Vice President

**MAIL TO  
BOX 283**

Attest:  
[Signature]  
Asst. Secretary

State of Illinois ss.  
County of Cook

I, Carolyn Williams, a Notary Public in and for the afore-said County and State, do hereby certify that William C. Eldridge and Richard Klanoer, known to me to be the Vice President and Asst. Secretary, respectively, of the **Great American Federal Savings and Loan Association**, whose names are subscribed to the foregoing Release, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Release as and for the free and voluntary act of said Association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of March, 19 86

Carolyn Williams  
Notary Public

THIS DOCUMENT WAS PREPARED  
BY James D. O'Malley  
For **Great American Federal Savings and Loan Association**  
1001 Lake Street, Oak Park, Illinois 60301

JAMES BLOOM  
13501 S. ELM  
ORLAND PARK, IL  
60462

LEGAL FOLLOWS MORTGAGE  
CANCELLED NOTE EXHIBITED

3626994

UNOFFICIAL COPY

Property of Cook County Clerk's Office

BOX 588  
MAIL TO

1332939  
3626994

1987 JUN 17 PM 3:57  
REGISTRAR OF TITLES  
HARRY (BUS) YOUSSELL  
3626994

SAFECO TITLE INSURANCE CO.  
241 LA SALLE ST.  
CHICAGO, ILL. 60602

IDENTIFIED
No.
REGISTRAR OF TITLES HARRY (BUS) YOUSSELL SAFECO

PT 6-01-046

# UNOFFICIAL COPY

0 3 6 2 6 5 2 0

2.03	Ownership of Common Elements	7
2.04	Owners' Rights To Use The Common Elements	8
2.05	Board's Right of Entry	8
2.06	Lease of Dwelling Unit	9
2.07	Guest Parking Areas	9

## ARTICLE THREE

### Assessments, Mortgages and Taxes

3.01	Assessments	9
3.02	Separate Mortgages	9
3.03	Real Estate Taxes	10

## ARTICLE FOUR

### Use, Occupancy and Maintenance of the Property

4.01	Maintenance, Repairs and Replacements of Common Elements	10
4.02	Maintenance, Repair and Replacement of Units	10
4.03	Additions, Alterations or Improvements	11
4.04	Damage Caused by Owner	12
4.05	Use Restrictions	12
4.06	Window Treatment/Floor Covering	12
4.07	Mechanic's Liens	12
4.08	Use Affecting Insurance	13
4.09	Signs	13
4.10	Animals	13
4.11	Structural Impairment	13
4.12	Proscribed Activities	13
4.13	No Unsightly Uses	13
4.14	Rules and Regulations	14

## ARTICLE FIVE

### The Association

5.01	The Association	14
5.02	Membership	14
5.03	The Board	14
5.04	Voting Rights	15

3626520

# UNOFFICIAL COPY

PROPERTY OF COOK COUNTY CLERK'S OFFICE

0800506

# UNOFFICIAL COPY

0 3 6 2 6 5 2 0

5.05	Managing Agent	15
5.06	Director and Officer Liability	15

## ARTICLE SIX

### Insurance/Condemnation

6.01	Fire Insurance	16
6.02	Insurance Trustee/Use of Proceeds	16
6.03	Other Insurance	17
6.04	Owner's Responsibility	18
6.05	Waiver of Subrogation	18
6.06	Repair or Reconstruction	19
6.07	Condemnation	20

## ARTICLE SEVEN

### Remedies for Breach or Violation

7.01	Self-Help Board	21
7.02	Involuntary Sale	21
7.03	Forcible Detainer	22
7.04	Other Remedies of the Board	22
7.05	Costs and Expenses	23
7.06	Enforcement by Owners	23

## ARTICLE EIGHT

### Annexing Additional Property

8.01	In General	23
8.02	Power to Amend	24
8.03	Effect of Amendment	25

## ARTICLE NINE

### Amendments

9.01	Special Amendment	26
9.02	Amendment by Owners	26
9.03	Amendment to Correct Error or Omission	27

3626520

# UNOFFICIAL COPY

11  
01

THIS SECTION

PROPERTY OF COOK COUNTY

11  
11  
11  
11  
11  
11  
11  
11

THIS SECTION

PROPERTY OF COOK COUNTY

11  
11  
11  
11  
11  
11  
11  
11

THIS SECTION

PROPERTY OF COOK COUNTY

11  
11  
11  
11

THIS SECTION

PROPERTY OF COOK COUNTY

11  
11  
11  
11

05000000

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

0 3 6 2 6 5 2 0

## ARTICLE TEN

### First Mortgagees' Rights

10.01	First Mortgagee's Consent	27
10.02	Notice to First Mortgagees	28
10.03	Insurance Proceeds/Condemnation Awards	29

## ARTICLE ELEVEN

### Developer's Reserved Rights

11.01	In General	30
11.02	Sales Efforts	30
11.03	Construction	30
11.04	Initial Management Agreement	30
11.05	Control of Board	30

## ARTICLE TWELVE

### Additional Easements - Cost of Maintenance

12.01		31
-------	--	----

## ARTICLE THIRTEEN

### Miscellaneous

13.01	Severability	32
13.02	Notice	32
13.03	Captions/Conflicts	32
13.04	Perpetuities and Other Invalidity	32
13.05	Title Holding Land Trust	32
13.06	Assignment by Developer or Trustee	33

3626520

# UNOFFICIAL COPY

NOV 19 1964

RECEIVED

10  
11

RECEIVED  
PROPERTY OF COOK COUNTY CLERK'S OFFICE

10  
11

NOV 19 1964

RECEIVED

10  
11  
12  
13  
14

RECEIVED  
PROPERTY OF COOK COUNTY CLERK'S OFFICE

10  
11  
12  
13  
14

NOV 19 1964

RECEIVED

10

NOV 19 1964

RECEIVED

10  
11  
12  
13  
14

RECEIVED  
PROPERTY OF COOK COUNTY CLERK'S OFFICE

10  
11  
12  
13  
14

00000000

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

0 3 6 2 6 53626520

## DECLARATION OF CONDOMINIUM OWNERSHIP FOR ARLINGTON ON THE PONDS (SOUTH) CONDOMINIUM

This Declaration is made and entered into by The Bank and Trust Company of Arlington Heights, not individually, but solely as Trustee under Trust Agreement dated April 18, 1986, and known as Trust No. 3578 ("Trustee").

### WITNESSETH:

WHEREAS, the Trustee is the record title holder of the Development Area legally described in Exhibit "A", and intends to develop the Development Area by constructing thereon no more than 152 condominium units under the Illinois Condominium Property Act ("the Act"). The development will be phased. Initially, the condominium (the "Condominium Property") shall consist of that portion of the Development Area, located in the Village of Arlington Heights, County of Cook, State of Illinois, which is legally described in Exhibit "B". From time to time, the Trustee may add additional portions of the Development Area to the Condominium Property as "Added Property" by recording Amendments to the Declaration as more fully provided for in Article Eight. Thus, as Amendments are recorded, the Condominium Property will expand to include more and more portions of the Development Area, and the Undeveloped Area shall correspondingly contract, and

WHEREAS, Trustee shall be responsible for the administration of the Undeveloped Area, and

WHEREAS, Trustee is desirous of establishing certain mutually beneficial restrictions and obligations concerning the proper administration, use, conduct, and maintenance of the Condominium Property,

NOW, THEREFORE, Trustee as record titleholder of the Condominium Parcel, hereby declares as follows:

### ARTICLE ONE

#### Definitions

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

3626520

# UNOFFICIAL COPY

05/25/2016

Property of Cook County Clerk's Office

05/25/2016

# UNOFFICIAL COPY

0 3 6 2 6 5 2 0

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

1.02 Association: Arlington on the Ponds (South) Condominium Association, an Illinois not-for-profit corporation, its successors and assigns.

1.03 Board: The board of directors of the Association as constituted at any time or from time to time acting pursuant to the By-Laws through its duly elected Board.

1.04 By-Laws: The By-Laws of the Association which are attached hereto as Exhibit "E".

1.05 Common Elements: All of the Condominium Property, except the Dwelling Units. No part of the Undeveloped Area shall be deemed to be part of the Common Elements unless and until it has been added to the Condominium Property pursuant to the provisions of Article Eight.

1.06 Common Expenses: The expenses of Administration (including management and professional services), maintenance, operation, repair, replacement, and landscaping of the Common Elements; the cost of additions, alterations, or improvements to the Common Elements; the cost of insurance required or permitted to be obtained by the Board under Article Six; utility expenses for the Common Elements; and expenses designated as Common Expenses by the Act, this Declaration, or the By-Laws; if not separately metered or charged to the Owners, the cost of waste removal, water, sewer, or other necessary utility services to the Condominium Property; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners.

1.07 Declaration: This instrument with all Exhibits hereto, as amended from time to time.

1.08 Developer: Arlington Courtyard Venture II and the successors and assigns of all of the interest of Developer in the Condominium Property other than purchasers of individual Dwelling Units.

1.09 Development Area: The real estate described in Exhibit "A" hereto with all improvements thereon and rights appurtenant thereto.

1.10 Dwelling Unit: A part of the Condominium Property, including one or more rooms, designated or intended for independent use and having lawful access to a public way. Each Dwelling Unit shall consist of the space enclosed and bounded by the planes constituting the boundaries of such Dwelling Unit as shown on the Plat and the fixtures and improvements located

3626520

# UNOFFICIAL COPY

[Faint, illegible text, likely bleed-through from the reverse side of the page]

Property of Cook County Clerk's Office

05605876

wholly within such boundaries which serve such Dwelling Unit exclusively. A Dwelling Unit shall not include the following, wherever located:

(a) any structural components of the Condominium Property; or

(b) any component of a system which serves more than one Dwelling Unit where such component is an integral part of such system and is not intended to serve the Dwelling Unit exclusively.

Each Dwelling Unit is identified on the Plat by a distinguishing number or other symbol. The legal description of each Dwelling Unit shall refer to such identifying number or symbol and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

1.11 First Mortgagee: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Unit Ownership. Any reference herein to a specified percentage of the First Mortgagees shall mean the First Mortgagees of that number of Dwelling Units which is equal to the number of Dwelling Units covered by first mortgages, first trust deeds or equivalent security interests multiplied by such percentage, rounded upward to the next full number.

1.12 Limited Common Elements: A portion or portions of the Common Elements which are designated by this Declaration or the Plat as being a Limited Common Element appurtenant to and for the exclusive use of Owners of one or more, but less than all of the Dwelling Units. Without limiting the foregoing, the Limited Common Elements assigned and appurtenant to each Dwelling Unit shall include the following (Exclusive Limited Common Elements): (a) perimeter doors and windows which serve the Dwelling Unit, (b) the unfinished interior surface of perimeter walls, ceilings and floors which define the boundary planes of the Dwelling Unit, (c) balconies and patios for the individual Units which are designated on the Plat as being exclusive Limited Common Elements appurtenant to the Dwelling Unit, (d) outdoor lighting serving balconies and patios which is controlled from within a Dwelling Unit, and (e) any system or component part thereof which serves the Dwelling Unit exclusively to the extent that such system or component part is located outside the boundaries of the Dwelling Unit.

1.13 Majority or Majority of the Unit Owners: The owners of more than 50% in the aggregate interest of the undivided ownership of the common elements. Any specified percentage of the unit owners means such percentage in the aggregate in interest of such undivided ownership.

3626520

# UNOFFICIAL COPY

The undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears in the files of the undersigned.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public for Cook County, Illinois

Witness my hand and the seal of my office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

05005050

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

0 3 6 2 6 5 2 0

1.14 Owner: A Record owner, whether one or more Persons, whose estates or interests individually or collectively aggregate fee simple absolute ownership of any Dwelling Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The Trustee shall be deemed to be an Owner with respect to each Dwelling Unit owned by the Trustee.

1.15 Parcel or Condominium Parcel: The real estate which is legally described in Exhibit "B" hereto, as Exhibit "B" may be amended from time to time, together with all rights appurtenant thereto.

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

1.17 Plat: The plat or plats of survey attached as Exhibit "C" hereto, as Exhibit "C" may be amended from time to time, which set forth the measurements, elevations, and locations of the Condominium Property, and the location of the planes which constitute the perimeter boundaries of each Dwelling Unit, a distinguishing number or other symbol to identify each Dwelling Unit, and such other data as may be required by the Act.

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

1.19 Record: To record with the Recorder of Deeds or file with the Registrar of Titles of Cook County, Illinois.

1.20 Trustee: The Bank and Trust Company of Arlington Heights not individually, but solely as Trustee under Trust Agreement dated April 18, 1986, and known as Trust No. 3578.

1.21 Turnover Date: The date on which any one of the following shall first occur:

(a) Trustee has conveyed 75% of the units to purchasers for value. The words "75% of the Units" as used in this subsection shall mean 75% of the sum of the Units listed on Exhibit "D" to this Declaration plus all of the Units which Developer contemplates constructing on the Undeveloped Area and adding to the Property pursuant to one or more Amendment to

3626520

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

05005046



Condominium Declaration described in Article Eight of this Declaration;

(b) The expiration of three (3) years from the date of the Recording of this Declaration. The aforesaid three (3) year period shall be extended for an additional three (3) years from the date of recording of the last of such Amendment to Condominium Declaration described in Article Eight of this Declaration which is recorded prior to three years after the recording of this Declaration; or

(c) The date designated in written notice from the Developer to all of the Owners as being the Turnover Date.

1.22 Undeveloped Area: That portion of the Development Area which from time to time has not yet been made subject to the Act as part of the Condominium Property. The Undeveloped Area shall not be deemed to be part of the Condominium Property unless and until it has been specifically added to the Condominium Property by an Amendment to the Declaration pursuant to the provisions of Article Eight.

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

1.24 Unit Ownership: A part of the Condominium Property consisting of one Dwelling Unit and its Undivided Interest.

1.25 Voting Member: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five of this Declaration and Article IV of the By-Laws.

## ARTICLE TWO

### Scope of Declaration and Certain Property Rights

2.01 Real Estate Subject to Declaration: Trustee is the owner of fee simple title to the Development Area. The Development Area is divided into two categories of real estate, the Condominium Parcel and the Undeveloped Area. Upon the Recording of this Declaration, the Condominium Parcel shall consist of the Parcel which is legally described in Exhibit "B", and the Undeveloped Area shall consist of that portion of the Development Area which is not legally described in Exhibit "B". Trustee, as the owner of fee simple title to the Condominium Parcel, expressly intends to and, by Recording this Declaration, does hereby subject and submit the Condominium Parcel and the

# UNOFFICIAL COPY

Faint, illegible text at the top of the page, possibly a header or introductory paragraph.

Faint, illegible text in the middle section of the page.

Faint, illegible text in the lower middle section of the page.

Faint, illegible text in the lower section of the page.

Faint, illegible text at the bottom of the page, possibly a footer or concluding paragraph.

Property of Cook County Clerk's Office

05/10/2010

Condominium Property to the provisions of the Act. Trustee shall have the right to subject additional portions of the Development Area to the provisions of the Act as provided in Article Eight. No part of the Undeveloped Area shall be part of the Condominium Parcel or the Condominium Property unless and until it is specifically made a part of the Condominium Property by the recording of an Amendment to the Declaration pursuant to the provisions of Article Eight. Nothing in this Declaration shall be deemed to obligate the Trustee to make any part of the Undeveloped Area part of the Condominium Property. The Undeveloped Area may be used for any purpose not prohibited by law. Without limiting the foregoing, any part of or all of the Undeveloped Area may be made subject to the Act as part of a condominium other than the condominium provided for in this Declaration and, in such case, any such real estate shall constitute to be deemed to be Undeveloped Area for the purposes of this Declaration.

#### 2.02 Encroachments and Easements:

(a) In the event that, by reason of the construction, repair, reconstruction, settlement or shifting of the Condominium Property or any part thereof, (i) any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Dwelling Unit, or (ii) any part of any Dwelling Unit encroaches or shall hereafter encroach upon any part of any other Dwelling Unit or the Common Elements, then, in any such case, there shall be deemed to be an easement in favor of the Owners for the maintenance and use of any of the Common Elements which may encroach upon a Dwelling Unit and there shall be deemed to be an easement in favor of any Owner for the exclusive use of any part of his Dwelling Unit which shall encroach upon the Common Elements or any other Dwelling Unit; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the intentional, willful or negligent conduct of such Owner or his agent.

3626520

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

0 3 6 2 6 5 2 0

(b) The Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company, Cablenet and all other public and private utilities and service providers serving the Condominium Property are hereby granted perpetual easements in order to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, over, upon, into, and through the Condominium Property for the purpose of providing utility and cable television services to the Condominium Property. Trustee hereby grants to the Village of Arlington Heights, a perpetual easement for the purpose of constructing, renewing, maintaining, and using, an emergency access lane, as depicted upon Exhibit "C". The County of Cook and the Village of Arlington Heights or other governmental authority which has jurisdiction over the Condominium Property or which undertakes to provide services to the Condominium Property are hereby granted perpetual access easements for ingress and egress to, over and across the Condominium Property for the purpose of providing any such services.

(c) All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the Trustee, its successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.

(d) Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

2.03 Ownership of Common Elements: Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners. Each Dwelling Unit's corresponding percentage of ownership in the Common Elements (Undivided Interest) has been

3626520

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

30531050

determined by Developer as required under the Act to be as set forth in Exhibit "D" attached hereto. Exhibit "D" may not be changed without unanimous written approval of all Owners and all First Mortgagees, except as hereinafter provided in Section 6.06 or 6.07 or in Article Eight or as permitted under the Act. The Common Elements shall remain undivided and no Owner shall bring any action for partition.

2.04 Owners' Rights To Use The Common Elements:

(a) Each Owner shall have the right to use the Common Elements (except the Limited Common Elements or portions occupied pursuant to leases, licenses or concessions made by the Board) in common with all other Owners, as may be required for ingress and egress to and from his respective Dwelling Unit, and for such other purposes not prohibited hereunder.

(b) Each Owner shall have the right to the exclusive use and possession of the Exclusive Limited Common Elements which serve his Dwelling Unit. Each Owner shall have the right to the non-exclusive use, in common with other Owners, of the Limited Common Elements which serve his Dwelling Unit and the Dwelling Units of such other Owners.

(c) The rights to use and possess the Common Elements, including the Limited Common Elements and Exclusive Limited Common Elements, as herein provided, shall extend to each Owner, and the agents, servants, tenants, family and invitees of each Owner and such rights and easements shall be subject to and governed by the provisions of the Act, this Declaration, the By-Laws, and the reasonable rules and regulations of the Board.

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

3626520

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000



2.06 Lease of Dwelling Unit: Any Owner shall have the right to lease all (but not less than than all) of his Dwelling Unit upon such terms and conditions as the Owner may deem advisable, except, that no Dwelling Unit shall be leased for transient or hotel purposes, which are hereby defined as being for a period of less than thirty (30) days or for a period of more than thirty (30) days where hotel services normally furnished by a hotel (such as room service or maid service) are furnished. Any such lease shall be in writing and shall provide that the lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease.

2.07 Guest Parking Areas: The cost and maintenance and upkeep of all guest parking areas in the Condominium Property which are designated on the Plat shall be a Common Expense. The Board shall have the authority to operate, clean, maintain, manage and use all guest parking areas, for and on behalf of the Owners and to adopt such regulations as it shall deem necessary governing the use of all guest parking areas. The guest parking areas in the Condominium Property shall be part of the Common Elements.

## ARTICLE THREE

### Assessments, Mortgages and Taxes

3.01 Assessments: The Trustee for each Unit Ownership hereby covenants, and each Owner of a Unit Ownership by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance shall be and is deemed to covenant and hereby agrees to pay to the Association such assessments or other charges or payments as are levied pursuant to the provisions of this Declaration and the By-Laws. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of such assessments or other charges or payments when due, the amount thereof together with interest thereon and the costs of collection shall constitute a lien on the Unit Ownership as provided in the Act. In addition, each such assessment, or other charges or payments, together with interest thereon and the costs of collection shall be the personal obligation of the Owner of such Unit Ownership when due.

3.02 Separate Mortgages: Each Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance or other lien on his respective Unit

3626520

# UNOFFICIAL COPY

The first part of the document is a header section containing the title and identifying information. It includes the name of the issuing authority and the date of the document. The text is somewhat faint but appears to be a standard administrative header.

The second part of the document contains the main body of text, which appears to be a list or a series of entries. The text is very faint and difficult to read, but it seems to be organized in a structured format, possibly a table or a list of items.

The third part of the document contains a section that appears to be a signature or a statement. It includes a name and a title, followed by a date and a location. The text is very faint and difficult to read.

The fourth part of the document contains a section that appears to be a list of items or a table. It includes several columns and rows of text, which are very faint and difficult to read.

The fifth part of the document contains a section that appears to be a list of items or a table. It includes several columns and rows of text, which are very faint and difficult to read.

Property of Cook County Clerk's Office

05000000

# UNOFFICIAL COPY

0 3 6 2 6 5 2 0

Ownership. No Owner shall have the right or authority to make or create, or to cause to be made or created, any mortgage or encumbrance or other lien on or affecting the Condominium Property or any part thereof, except only to the extent of his Unit Ownership.

3.03 Real Estate Taxes: Real estate taxes, special assessments, and any other special taxes or charges of the State of Illinois or any duly authorized subdivision or agency thereof, are to be separately taxed to each Owner for his Unit Ownership, as provided in the Act. The Trustee shall be responsible for the payment of that portion, if any, of the taxes which is allocable to the Undeveloped Area.

## ARTICLE FOUR

### Use, Occupancy and Maintenance of the Property

4.01 Maintenance, Repairs and Replacements of Common Elements:

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

(b) Each Owner shall furnish at his expense all of the decorating, maintenance, repair and replacement of the Exclusive Limited Common Elements appurtenant to his Dwelling Unit. If in the opinion of the Board an Owner has failed to furnish the work required above and such failure adversely affects the appearance or structural integrity of the Condominium Property, then the Board may cause such work to be furnished and charge the Owner for the cost of the work. With respect to a particular category or class of Limited Common Elements (other than the Exclusive Limited Common Elements appurtenant to his Dwelling Unit), instead of furnishing the maintenance, repair or replacement of such category or class of Limited Common Elements as a Common Expense, the Board may, in its discretion, (i) require each Owner to furnish such services to the Limited Common Elements which are appurtenant to his Dwelling Unit at his own expense; or (ii) furnish such services to the Limited Common Elements but assess the cost thereof directly to the Owners of Dwelling Units benefited thereby on the basis of Undivided Interests or in equal shares, whichever the Board feels, in its sole discretion, to be appropriate.

4.02 Maintenance, Repair and Replacement of Units:

3626520

# UNOFFICIAL COPY

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

Witness my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Property of Cook County Clerk's Office

0500506

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

(a) Each Owner shall furnish and be responsible, at his expense, for all of the maintenance, repairs and replacements within his Dwelling Unit and shall keep his Dwelling Unit in good condition and repair. The Board may, in its discretion, cause maintenance services to be performed within a Dwelling Unit upon the request of an Owner and may charge a reasonable fee for such services.

(b) Whenever the Board shall determine, in its discretion, that any maintenance, repair, or replacement of any Dwelling Unit is necessary to protect the Common Elements or any other portion of the Condominium Property (i) if such work is made necessary through the fault of the Owner, then the Board may direct the Owner thereof to perform such maintenance, repair, or replacement and pay the cost thereof, or (ii) if such work is made necessary through no fault of the Owner, then the Board may cause the work to be done and the cost thereof shall be a Common Expense. If an Owner fails or refuses to perform any such maintenance, repair, or replacement within a reasonable time after so directed by the Board pursuant to the preceding sentence, then the Board may cause such maintenance, repair, or replacement to be performed at the expense of such Owner. The determination of whether or not the work is made necessary through the fault of the Owner shall be made by the Board and such determination shall be final and binding.

#### 4.03 Additions, Alterations Or Improvements:

(a) The Board may authorize and charge as a Common Expense (or in the case of Limited Common Elements may charge the Owners benefited thereby) additions, alterations, or improvements to the Common Elements. Subject to the provisions of the By-Laws, the cost of any such work to the Common Elements may be out of special assessment.

(b) No additions, alterations or improvements shall be made by an Owner to any part of the Common Elements and no additions, alterations or improvements shall be made by an Owner to his Dwelling Unit or to the Limited Common Elements appurtenant thereto (where such work alters the structure of the Dwelling Unit or increases the cost of insurance required to be carried by the Board hereunder) without the prior written consent of the Board. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by an Owner upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay to the Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by an Owner without

3626520

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

05/10/2008

# UNOFFICIAL COPY

0 3 6 2 6 5 2 0

the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

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

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

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

4.04 Damage Caused by Owner: If, due to the act of or the neglect of an Owner, household pet or of a guest or other authorized occupant or invitee of such Owner, damage shall be caused to a part of the Condominium Property and maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the Board, to the extent not covered by insurance, if any, carried by the Association.

4.05 Use Restrictions: Except as provided in Section 5.05 or Article Eleven, each Dwelling Unit shall be used only as a residence; provided, that, no Unit Owner shall be precluded with respect to his Dwelling Unit, from (i) maintaining a personal professional library, (ii) keeping his personal business records or accounts therein or (iii) handling his personal business or professional calls or correspondence therefrom.

4.06 Window Treatment/Floor Covering: The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible from the exterior of the Dwelling Unit shall be subject to the rules and regulations of the Board. The Board may set standards concerning the sound transmission quality of flooring or floor covering within the Dwelling Units, may prohibit certain types of flooring or floor covering within the Dwelling Units, and if necessary to avoid or abate the disturbance of neighboring Owners, may require an Owner to carpet his Dwelling Unit with carpeting satisfactory to the Board.

4.07 Mechanic's Liens: The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Condominium Property or Common Elements, rather than against a

3626520



# UNOFFICIAL COPY

As per the above mentioned and to ensure that the same is duly  
and properly recorded and entered in the public records

and the same is duly recorded and entered in the public records  
of the State of Illinois, and the same is duly recorded and entered  
in the public records of the State of Illinois.

Witness my hand and the seal of the County Clerk's Office at  
Chicago, Illinois, this 1st day of January, 1911.

Attest my hand and the seal of the County Clerk's Office at  
Chicago, Illinois, this 1st day of January, 1911.

Witness my hand and the seal of the County Clerk's Office at  
Chicago, Illinois, this 1st day of January, 1911.

Witness my hand and the seal of the County Clerk's Office at  
Chicago, Illinois, this 1st day of January, 1911.

Witness my hand and the seal of the County Clerk's Office at  
Chicago, Illinois, this 1st day of January, 1911.

Witness my hand and the seal of the County Clerk's Office at  
Chicago, Illinois, this 1st day of January, 1911.

0350348

Property of Cook County Clerk's Office



particular Unit Ownership. When less than all the Owners are responsible for the existence of any such lien, the Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees) incurred by reason of such lien.

4.08 Use Affecting Insurance: Nothing shall be done or kept in any Dwelling Unit or in the Common Elements which will increase the rate of insurance on the Condominium Property or contents thereof, applicable for residential use, without prior written consent of the Board. No Owner shall permit anything to be done or kept in his Dwelling Unit or in the Common Elements which will result in the cancellation of insurance on the Condominium Property, or contents thereof, or which would be in violation of any law.

4.09 Signs: Except as provided in Article Eleven, or permitted by the Board, no "For Sale," "For Rent" or other solicitation or advertising sign or window display shall be maintained or permitted on the Condominium Property.

4.10 Animals: No animals shall be raised, bred or kept in any Dwelling Unit for any commercial purpose. No pet shall be kept in the Common Elements. The Board may from time to time adopt rules and regulations governing the keeping of pets in the Dwelling Units. Such rules and regulations may prohibit certain species of pets from being kept in the Dwelling Units. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from a Dwelling Unit upon three (3) days' written notice from the Board to the Owner of the Dwelling Unit containing such pet, and the decision of the Board shall be final.

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

4.12 Proscribed Activities: No noxious or offensive activity shall be carried on in the Condominium Property and nothing shall be done in the Condominium Property, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the Dwelling Units. An Owner shall not place or cause to be placed in the vestibules, stairways, and other Common Elements of a similar nature, any furniture, packages or objects of any kind. Such area shall be used for no other purpose than for normal transit through them.

4.13 No Unsightly Uses: No clothes, sheets, blankets, laundry of any kind, or other similar articles shall be hung out on any part of the Common Elements except as permitted by rules

3626520

# UNOFFICIAL COPY

The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

Witness my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Property of Cook County Clerk's Office

0580516

and regulations of the Board. The Condominium Property shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board.

4.14 Rules and Regulations: The use and enjoyment of the Condominium Property shall be subject to reasonable rules and regulations duly adopted by the Board from time to time, as provided in the By-Laws.

## ARTICLE FIVE

### The Association

5.01 The Association: Developer has caused the Association to be incorporated as a not-for-profit corporation. The Association shall be the governing body for all of the Owners and for the administration and operation of the Condominium Property as provided in the Act, this Declaration, and the By-Laws. All agreements and determinations lawfully made by the Association shall be deemed to be binding on all Owners and their respective successors and assigns.

#### 5.02 Membership:

(a) There shall be only one class of membership in the Association. The Owner of each Dwelling Unit shall be a member of the Association. There shall be one membership per Unit Ownership. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be the sole qualification for membership. The Association shall be given written notice of the change of ownership of a Dwelling Unit within ten (10) days after such change.

(b) One individual shall be designated as the "Voting Member" for each Unit Ownership. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record Ownership of a Dwelling Unit shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Dwelling Unit shall be designated by such Owner or Owners in writing to the Board, as more fully provided for in Article IV of the By-Laws.

5.03 The Board: From and after the Turnover Date, the Board shall consist of the number of individuals provided for in Section 5.01 of the By-Laws, each of whom shall be an Owner or a

# UNOFFICIAL COPY

of these records of the State of Illinois, and the same are hereby certified to be true and correct copies of the original records on file in the office of the State Archivist, at Springfield, Illinois.

In testimony whereof, I have hereunto set my hand and the seal of the State Archivist, at Springfield, Illinois, this 10th day of June, 1908.

WILLIAM H. HARRIS

State Archivist

This is to certify that the foregoing is a true and correct copy of the original records on file in the office of the State Archivist, at Springfield, Illinois, and that the same are hereby certified to be true and correct copies of the original records on file in the office of the State Archivist, at Springfield, Illinois.

Witness my hand and the seal of the State Archivist, at Springfield, Illinois, this 10th day of June, 1908.

In testimony whereof, I have hereunto set my hand and the seal of the State Archivist, at Springfield, Illinois, this 10th day of June, 1908.

WILLIAM H. HARRIS

Property of Cook County Clerk's Office

05828586

Voting Member. The Board shall be elected at each annual meeting of the Owners as provided in the By-Laws.

5.04 Voting Rights: Whenever a vote of the Owners of the Association is required, at any meeting of such Owners or otherwise, such votes shall be cast by the Voting Members or their proxies and each Voting Member shall have a vote equal to the Undivided Interest of the Dwelling Unit represented by him, multiplied by 100; i.e., a Voting Member who represents a Dwelling Unit which has an Undivided Interest of 1.25% shall be entitled to cast 1.25 votes. Provided, that, when 30% or fewer of the Dwelling Units, by number, possess over 50% in the aggregate of the votes, any percentage vote of members specified in the Act, this Declaration, or the By-Laws shall require the specified percentage by number of Dwelling Units rather than by Undivided Interest.

5.05 Managing Agent: Except as provided in Section 11.04, the term of any management agreement covering the management of the Condominium Property shall not exceed one year, and shall be terminable for cause by the Association on thirty (30) days written notice and without cause or payment of a termination fee by either party on ninety (90) days or less written notice. The Board may permit the managing agent to use a Dwelling Unit as its administrative office.

5.06 Director and Officer Liability: Neither the directors, officers of the Association, the Trustee nor the Developer shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors, officers, Trustee or Developer except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless the Trustee, the Developer, each of the directors and each of the officers, his heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the Trustee, the Developer, the directors and the officers on behalf of the Owners or the Association or arising out of their status as Trustee, Developer, directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, administrative, or other, in which the Trustee, the Developer, a director or officer may be involved by virtue of such person being or having been the Trustee, the Developer, a director or officer; provided, however, that such indemnity shall not be

3626520

# UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

CLERK OF SAID COUNTY

Property of Cook County Clerk's Office

11/11/11

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.



# UNOFFICIAL COPY

0 3 6 2 6 5 2 0

operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as the Trustee, the Developer, a director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is no reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as the Trustee, the Developer, a director or officer.

## ARTICLE SIX

### Insurance/Condemnation

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

6.02 Insurance Trustee/Use of Proceeds: The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository

3626520

# UNOFFICIAL COPY

Faint, illegible text at the top of the page, possibly a header or introductory paragraph.

Property of Cook County Clerk's Office

05000000

Main body of faint, illegible text, likely the primary content of the document.



# UNOFFICIAL COPY

0 3 6 2 6 5 2 0

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

6.03 Other Insurance: The board shall also have the authority to and shall obtain the following insurance:

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

(b) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any Owner occurring in, on or about the Condominium Property or upon, in or about the streets and passageways and other areas adjoining the Condominium Property, in such amounts as the Board shall deem desirable (but not less than \$1,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence).

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

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

3626520

# UNOFFICIAL COPY

The following is a copy of the original document as it appears in the records of the Cook County Clerk's Office. It is not a certified copy and should not be used for legal purposes. The text is extremely faint and largely illegible due to the quality of the scan. It appears to be a multi-paragraph document, possibly a contract or a legal notice, but the specific content cannot be discerned.

Property of Cook County Clerk's Office

05/10/2008

The following is a copy of the original document as it appears in the records of the Cook County Clerk's Office. It is not a certified copy and should not be used for legal purposes. The text is extremely faint and largely illegible due to the quality of the scan. It appears to be a multi-paragraph document, possibly a contract or a legal notice, but the specific content cannot be discerned.

(e) Directors and Officers liability insurance in such amounts as the Board shall deem desirable (but not less than \$1,000,000 covering all claims arising out of a single occurrence). Such insurance shall insure both prior directors and officers and present directors and officers and shall delete any provisions therein concerning participation by present or former directors and officers regarding any payments or claims thereunder.

(f) Fiduciary insurance as required by the Act.

(g) Such other insurance in such reasonable amounts as is required under the Act or the Board shall deem desirable. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. To the extent possible, all of such policies shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days prior written notice to the Association and First Mortgagees who specifically request such notice. The premiums for such insurance shall be Common Expenses.

6.04 Owner's Responsibility: Each Owner shall obtain his own insurance on the contents of his own Dwelling Unit and furnishings and personal property therein, and his personal property stored elsewhere on the Condominium Property, and his personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as above provided, and the Board shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Owners. Each Owner shall promptly report, in writing to the Board, all additions, alterations or improvements to his Dwelling Unit without prior request from the Board and shall reimburse the Board for any additional insurance premiums attributable thereto, and shall be responsible for any deficiency in any insurance loss recovery resulting from his failure to so notify the Board. The Board shall not be responsible for obtaining insurance on such additions, alterations or improvements unless and until such Owner shall make such report and request the Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board for such additional premiums; and upon the failure of such Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Dwelling Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

6.05 Waiver of Subrogation: Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Association, its directors and officers, the Trustee, the Developer, the manager and the managing agent, if

# UNOFFICIAL COPY

Faint, illegible text at the top of the page, possibly a header or introductory paragraph.

Faint, illegible text in the middle section of the page.

Faint, illegible text in the lower middle section of the page.

Faint, illegible text in the lower section of the page.

Faint, illegible text at the bottom of the page.

Property of Cook County Clerk's Office

Vertical stamp or mark on the left margin.

any, and their respective employees and agents, for damage to the Common Elements, the Dwelling Units, or to any personal property located in the Dwelling Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

## 6.06 Repair Or Reconstruction:

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

(b) In the case of damage by fire or other disaster to a portion of the Condominium Property where the insurance proceeds are insufficient to repair or reconstruct the Damaged Improvement as provided under the Act or the Damaged Improvement cannot be reconstructed as originally designed and built because of zoning, building or other applicable laws, ordinances or regulations, the following procedure shall be followed:

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

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

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

(4) If the Voting Members do not vote to repair or reconstruct the Damaged Improvement at the meeting provided for in (1) above, then the Board may, at its discretion, call another meeting or meetings of the Owners to reconsider the question of whether or not the Damaged Improvement shall be

3626520

# UNOFFICIAL COPY

... of ...  
... of ...  
... of ...  
... of ...  
... of ...

... of ...  
... of ...  
... of ...  
... of ...  
... of ...

... of ...  
... of ...  
... of ...  
... of ...  
... of ...

... of ...  
... of ...  
... of ...  
... of ...  
... of ...

... of ...  
... of ...  
... of ...  
... of ...  
... of ...

... of ...  
... of ...  
... of ...  
... of ...  
... of ...

... of ...  
... of ...  
... of ...  
... of ...  
... of ...

Property of Cook County Clerk's Office

03/28/2006



repaired or reconstructed. If the Voting Members do not vote to repair or reconstruct the Damaged Improvement within 180 days after the occurrence which caused the damage, then the Board may (but shall not be obligated to) in its discretion Record a notice as permitted under the Act.

(5) If (i) the Voting Members do not vote to repair or reconstruct the Damaged Improvement under Subsection (4) above, (ii) the Damaged Improvement is part of a building which contains Dwelling Units and (iii) the Board does not Record a notice as permitted under the Act, then the Board may, with the consent of Owners representing 75% of the Undivided Interests of Dwelling Units in the building and 75% of the First Mortgagees of Dwelling Units in the building, amend this Declaration to withdraw the building which includes the Damaged Improvement from the condominium as permitted under the Act. The amendment shall provide for the reallocation of Undivided Interests as provided in the Act. If a building is withdrawn from the condominium, then the amendment shall provide that the portion of the Condominium Property which is so withdrawn shall be owned by the Owners of Dwelling Units in such withdrawn portion as tenants-in-common with each Owner's interest being determined by dividing the aggregate Undivided Interests allocated to all of the Dwelling Units in such withdrawn portion into the Undivided Interests of the Owner's Dwelling Unit in the withdrawn portion. The amendment shall also reallocate the Undivided Interests of the remaining Dwelling Units as provided in the Act. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Owner shall be made to such Owner and his First Mortgagee as their interests may appear, on an equitable basis, determined by the Board, as provided in the Act.

(c) If the building is repaired or reconstructed, it shall be done in a workmanlike manner and the building, as repaired or reconstructed, shall be substantially similar in design and construction to the building as originally constructed, with any variations or modifications required to comply with applicable law

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

6.07 Condemnation: In the case of a taking or condemnation by competent authority of any part of the Condominium Property, the Association shall, if necessary, restore the improvements in the remaining portion of the Condominium Property to conform as closely as possible to the general design, structure and materials used with respect to the

3626520

# UNOFFICIAL COPY

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

Witness my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

10/10/10

Property of Cook County Clerk's Office



improvements as they existed prior to the taking or condemnation. Any proceeds or awards made to the Association in connection with any such taking or condemnation shall be applied first to the cost of any restoration and any remaining portion of such proceeds or awards shall be in the discretion of the Board either (i) applied to pay the Common Expenses or (ii) distributed to the remaining Owners and their respective First Mortgagees, as their interests may appear, based on their current Undivided Interests. In the event that part of all of one or more Dwelling Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Declaration and the Act and the court which has jurisdiction of the action shall adjust the Undivided Interests of the remaining Dwelling Units in a just and equitable manner and as provided under the Act, and if the court fails to make such adjustment, such adjustment may be made by the Board. The President and Secretary of the Association shall execute and Record an instrument on behalf of the Association as required by the Act which amends this Declaration, effective as of the effective date of the taking or condemnation, to reflect the removal of property and adjustments, if any, in the Undivided Interests as a result of an occurrence covered by this Section. From and after the effective date of the amendment referred to in the preceding sentence, the Owner of a Dwelling Unit which is removed in part or in whole from the provisions of this Declaration shall only be liable for the payment of assessments based on the Undivided Interest, if any, allocated to the Dwelling Unit in the amendment.

ARTICLE SEVEN

Remedies for Breach or Violation

7.01 Self-Help Board: In the event of a violation by an Owner of the provisions, covenants or restrictions of the Act, the Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, the Board, upon not less than ten (10) days prior written notice, shall have the right to enter upon that part of the Condominium Property where the violation or breach exists and summarily abate, remove or do whatever else may be necessary to correct such violation or breach. Any and all expenses in connection with the exercise of the right provided by this section shall be charged to and assessed against the violating Owner.

7.02 Involuntary Sale: If any Owner (either by his own conduct or by the conduct of any other occupant of his Dwelling Unit) shall violate any of the covenants or restrictions or

36245720



provisions of this Declaration, the By-Laws, or the rules or regulations adopted by the Board, and such violations shall not be cured within thirty (30) days after notice in writing from the Board, or shall reoccur more than once thereafter, then the Board shall have the power to issue to said defaulting Owner a 10-day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Dwelling Unit, and thereupon an action may be filed by the Board against said defaulting Owner for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Dwelling Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Condominium Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the defaulting Owner from reacquiring his interest at the judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Owner in the decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Dwelling Unit and to immediate possession of the Dwelling Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the Dwelling Unit so purchased subject to this Declaration

7.03 Forcible Detainer: In the event that an Owner is delinquent in payment of his proportionate share of the Common Expenses or any other charges or payments required to be paid by the Owner hereunder, the Board shall have the right to take possession of the Owner's Dwelling Unit and to maintain for the benefit of all other Owners an action for possession in the manner prescribed by "Article IX of the Code of Civil Procedure" as provided in the Act.

7.04 Other Remedies Of The Board: In addition to or in conjunction with the remedies set forth above, in the event of a violation by an Owner of the Act, this Declaration, the By-Laws, or rules and regulations of the Board, the Board or its agents shall have the right to bring an action at law or in equity against the Owner and/or others as permitted by law including, without limitation, (i) to foreclose a lien against the Unit Ownership, (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection thereof, (iv) for any combination of the remedies

3626520

# UNOFFICIAL COPY

The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County Clerk's Office.

Witness my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

Notary Public for Cook County, Illinois

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public for Cook County, Illinois

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public for Cook County, Illinois

Property of Cook County Clerk's Office

0585810

# UNOFFICIAL COPY

0 3 6 2 6 5 2 0

set forth in this Article, or (v) for any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in this Article may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to enforce any provisions of this Declaration, the By-Laws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

7.05 Costs and Expenses: All expenses incurred by the Board in connection with the actions, proceedings or self-help in connection with the exercise of its rights and remedies under this Article, including without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest legal contract rate of interest then permitted in Illinois until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same upon his Unit ownership, as provided in Section 3.01.

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

## ARTICLE EIGHT

### Annexing Additional Property

8.01 In General: Trustee and Developer reserve the right, from time to time prior to seven (7) years from the date of Recording of this Declaration, to add portions of the Undeveloped Area to the Condominium Property and submit such portions to the Act by Recording an Amendment to this Declaration, as hereinafter provided. For the purposes of this Article, any portion of the Undeveloped Area which is made subject to the Act as part of the Condominium Property by an Amendment to the Declaration shall be referred to as "Added Property," and any Dwelling Units in the Added Property shall be referred to as "Added Dwelling Units." In making Added Property part of the Condominium Property and subject to the Act, the following shall apply:

(a) A drawing showing the proposed development plan as of the date of the Recording of this Declaration is attached hereto as Exhibit "F", for informational purposes only. The

# UNOFFICIAL COPY

The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same has been compared with the original and found to be a true and correct copy thereof.

Witness my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

THIS OFFICE

CHICAGO, ILLINOIS

and I hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same has been compared with the original and found to be a true and correct copy thereof.

Witness my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Property of Cook County Clerk's Office

31550001



# UNOFFICIAL COPY

0 3 6 2 6 5 2 0

development plan may be changed by the Developer at any time or from time to time without notice and the Developer may amend or supersede Exhibit "F" to reflect any such change by Recording a Special Amendment as provided in Section 9.01.

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

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

(d) The maximum number of Dwelling Units which may be made part of the Condominium Property is 152.

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

8.02 Power to Amend: In furtherance of the foregoing, Developer reserves the right to Record a Declaration, at any time and from time to time prior to seven (7) years from the date of Recording of the Declaration, which amends Exhibits "B", "C", and "D" hereto, subject to the following limitations:

(a) Exhibit "B" may only be amended to add portions of the Development area to Exhibit "B".

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

(c) Exhibit "D" may only be amended to reflect the addition of the Added Dwelling Units, to assign to each Added Dwelling Unit an Undivided Interest, and to reassign an Undivided Interest to each Dwelling Unit shown on Exhibit "D" immediately prior to the Recording of such Amendment to the Declaration. Nine (9) types of Dwelling Units shall be made part of the Condominium Property. Following is a list of the number of points which shall be allocated to each type of Dwelling Unit for the purpose of determining the Undivided Interests allocable to each Dwelling Unit. The points reflect the relative values of the types, as required under the Act. The Undivided Interest of each Dwelling Unit shall be determined by dividing the total

3626520





# UNOFFICIAL COPY

0 3 6 2 6 5 2 0

number of points of all Dwelling Units into the number of points allocated to the Dwelling Unit in question.

<u>Type</u>	<u>Points</u>
A	112
B	117
C	127
D	132
E	142
F	147
A-1	143
C-1	157
E-1	170

8.03 Effect of Amendment: Upon the Recording of an Amendment to the Declaration by Developer and/or Trustee which makes Added Property part of the Condominium Property, as provided in this article, then:

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

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

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

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

## ARTICLE NINE

### Amendments

# UNOFFICIAL COPY

Section 14 of the Public Access to Information Act, R.S.C. (1985), c. A-31, provides that any person who has access to information under the Act is to be treated as if he or she were a member of the public.

Section 14 of the Public Access to Information Act, R.S.C. (1985), c. A-31, provides that any person who has access to information under the Act is to be treated as if he or she were a member of the public.

Section 14 of the Public Access to Information Act, R.S.C. (1985), c. A-31, provides that any person who has access to information under the Act is to be treated as if he or she were a member of the public.

Section 14 of the Public Access to Information Act, R.S.C. (1985), c. A-31, provides that any person who has access to information under the Act is to be treated as if he or she were a member of the public.

Section 14 of the Public Access to Information Act, R.S.C. (1985), c. A-31, provides that any person who has access to information under the Act is to be treated as if he or she were a member of the public.

Section 14 of the Public Access to Information Act, R.S.C. (1985), c. A-31, provides that any person who has access to information under the Act is to be treated as if he or she were a member of the public.

Section 14 of the Public Access to Information Act, R.S.C. (1985), c. A-31, provides that any person who has access to information under the Act is to be treated as if he or she were a member of the public.

Section 14 of the Public Access to Information Act, R.S.C. (1985), c. A-31, provides that any person who has access to information under the Act is to be treated as if he or she were a member of the public.

Property of Cook County Clerk's Office

00000000

# UNOFFICIAL COPY

0 3 6 2 6 5 2 0

9.01 Special Amendment: Developer and/or Trustee reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit Ownerships, (iii) to bring this Declaration into compliance with the Act, (iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any amendment thereto, or (v) to modify Exhibit "F" to reflect a change in the development plan. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer and/or Trustee to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer and/or Trustee to vote in favor of, make, execute and Record Special Amendments. The right of the Developer and Trustee to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Trustee or Developer no longer holds or controls title to a Dwelling Unit.

9.02 Amendment by Owners: Except in the case of errors or omissions as provided in Section 9.03 and subject to the provisions of Article Eight, Section 9.01, and Article Ten, and except as otherwise provided in Sections 6.06 and 6.07 and the Act, the provisions of this Declaration may be amended, modified, enlarged or otherwise changed in whole or in part by the affirmative vote of Voting Members (either in person or by proxy) representing at least 75% of the votes cast or by an instrument executed by Owners of Unit Ownerships with an aggregate Undivided Interest of at least 75%; except that (i) the provisions relating to the rights of Developer or Trustee may be amended only upon the written consent of the Developer, (ii) the provisions of Article Ten, Section 9.01, or any other provisions which specifically grants rights to the First Mortgagees and (iii) the provisions of this Section may be amended only with the written consent of all Owners and all First Mortgagees. No amendment shall become effective until Recorded.

3626520



# UNOFFICIAL COPY

0 3 6 2 6 5 2 0

9.03 Amendment to Correct Error or Omission. Subject to the provisions of Article Ten, an error or omission in this Declaration may be corrected by the Association in the following manner:

(a) An amendment to correct the error or omission may be approved by the affirmative vote of at least 2/3 of the Board or by the affirmative vote of a majority of the Voting Members at a meeting called for this purpose.

(b) In the event that the amendment to correct the error or omission is approved by the affirmative vote of 2/3 of the Board as provided in Paragraph 9.03(a) above, then upon the filing of a written petition with the Board signed by at least 20% of the Voting Members, a special meeting of the Owners shall be held within 30 days of the filing of the petition to consider the action of the Board. Unless a majority of the votes are cast by the Voting Members at the meeting to reject the action of the Board, it is ratified whether or not a quorum is present.

(c) The procedures for amendments to correct errors or omissions set forth in this Section 9.03 can be used only if such amendment does not materially or adversely affect the property rights of the Unit Owners. If said amendment does materially or adversely affect the property rights of the Unit Owners, then these procedures may be used only with the written consent of all of the affected Unit Owners.

## ARTICLE TEN

### First Mortgagees' Rights

10.01 First Mortgagee's Consent: The prior written approval of 75% of the First Mortgagees will be required for the Association to do or permit to be done any of the following:

(a) Adoption of an amendment to this Declaration which changes the Undivided Interests;

(b) The abandonment or termination of the condominium;

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

(d) The abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements, except for the dedication of portions of the Common Elements or the granting

3626520

# UNOFFICIAL COPY

of which is hereby certified to be a true and correct copy of the original as the same appears in the records of the Court.

Witness my hand and seal of office at the City of Chicago, Illinois, this 1st day of January, 1912.

CLERK OF THE COURT

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at the City of Chicago, Illinois, this 1st day of January, 1912.

CLERK OF THE COURT

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at the City of Chicago, Illinois, this 1st day of January, 1912.

Property of Cook County Clerk's Office

1111111111

# UNOFFICIAL COPY

0 3 6 2 6 5 2 0

of easements for public utilities or for other public purposes consistent with the intended use of the Condominium Property;

(e) The sale of the Condominium Property;

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

(g) The use of hazard insurance proceeds for losses to the Condominium Property (whether to Dwelling Units or to the Common Elements) for other than the repair, replacement or reconstruction of such Dwelling Units or Common Elements; provided that, such consent of First Mortgagees will not be required with respect to any action under (a) through (g) above which occurs as a result of (i) substantial damage due to fire or other casualty (including, without limitation, action taken pursuant to Section 6.06); (ii) a taking of a portion or all of the Condominium Property by condemnation or eminent domain (including, without limitation, action taken pursuant to Section 6.07); or (iii) changes in the Undivided Interests as permitted under Article Eight.

10.02 Notice to First Mortgagees: Each Owner shall notify the Association of the name and address of his First Mortgagee and the Association shall maintain a record of such information with respect to all Dwelling Units in a book entitled "Mortgagees of Units." Each First Mortgagee shall have the right to examine the books and records of the Association at any reasonable time. Upon the specific written request of a First Mortgagee to the Board, the First Mortgagee shall receive some or all of the following as designated in the request:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of a Dwelling Unit covered by the First Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners;

(c) Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;

(d) Notice of the decision of the Owners to make any material amendment to this Declaration, the By-Laws, or the Articles of Incorporation of the Association;

3626520



# UNOFFICIAL COPY

Faint, illegible text, likely bleed-through from the reverse side of the page.

Faint, illegible text, likely bleed-through from the reverse side of the page.

Faint, illegible text, likely bleed-through from the reverse side of the page.

Faint, illegible text, likely bleed-through from the reverse side of the page.

Property of Cook County Clerk's Office

03665306



# UNOFFICIAL COPY

0 3 6 2 6 5 2 0

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

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

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

The request of a First Mortgagee shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association. Failure of the Association to provide any of the foregoing to a First Mortgagee who has made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The Association need not inquire into the validity of any request made by a First Mortgagee hereunder and in the event of multiple requests from purported First Mortgagees of the same Unit Ownership, the Association shall honor the most recent request received.

10.03 Insurance Proceeds/Condemnation Awards: In the event of (i) any distribution of any insurance proceeds hereunder as a result of substantial damage to, or destruction of, any part of the Condominium Property or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Condominium Property, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Dwelling Unit with respect to any such distribution to or with respect to such Dwelling Unit; provided, that, nothing in this Section shall be construed to deny to the Association the right to apply any such proceeds to repair or replace damaged portions of the Condominium Property or to restore what remains of the Condominium Property after condemnation or taking by eminent domain of a part of the Condominium Property.

3626520

## ARTICLE ELEVEN

### Developer's Reserved Rights

# UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE \_\_\_\_\_ BY \_\_\_\_\_

THIS DOCUMENT IS UNCLASSIFIED  
DATE \_\_\_\_\_ BY \_\_\_\_\_

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE \_\_\_\_\_ BY \_\_\_\_\_

OFFICE RECORDS

COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

0 3 5 2 6 5 2 0

11.01 In General: In addition to any rights or powers reserved or granted to the Developer under the Act, this Declaration or the By-Laws, the Developer shall have the rights and powers set forth in this Article. In the event of a conflict between the provisions of this Article and any other provisions of this Declaration or the By-Laws, the provisions of this Article shall govern. Except as otherwise provided in this Article, Developer's rights under this Article shall terminate at such time as the Trustee or the Developer is no longer vested with or controls title to any portion of the Condominium Parcel.

11.02 Sales Efforts: Developer shall have the right, in its discretion, to maintain on the Condominium Property model Dwelling Units, sales, management, and/or administrative offices (which may be located in a Dwelling Unit), displays, signs and other forms of advertising and, to the extent not prohibited by law, to come upon any portion of the Condominium Property for the purpose of showing the Condominium Property to prospective purchasers or lessees of Dwelling Units, all without the payment of any fee or charge whatsoever other than the assessments payable by the Developer or Trustee with respect to Dwelling Units owned by either of them. The Developer shall have a non-exclusive access easement over and across the roads and walkways located on the Condominium Property for ingress and egress to and from the Undeveloped Area in order to exercise the rights reserved under this Section and Section 11.03 below.

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

11.04 Initial Management Agreement: The Developer shall have the right to cause the Association to enter into a management agreement appointing Courtyard Development Corporation as the managing agent for the Association. The agreement shall provide for a management fee of \$3,600.00 per year, shall be for an initial term of two (2) years from the date of Recording of this Declaration, and shall be renewable by agreement of the parties for successive one year periods.

11.05 Control of Board: Until the initial meeting of the Owners (which shall occur no later than 60 days after the Turnover Date) and the election of the initial Board as provided for in the By-Laws, the rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board by the Act, this Declaration or the By-Laws shall be held and performed by the Developer. The Developer may hold and

3626520

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

# UNOFFICIAL COPY

0 3 6 2 6 5 2 0

perform such rights and obligations through the Board which, prior to the initial meeting, shall consist of three individuals designated by the Developer from time to time.

## ARTICLE TWELVE

### Additional Easements - Cost of Maintenance

12.01 A perpetual non-exclusive easement for the purpose of constructing, connecting, maintaining, and utilizing the water main and related equipment, storm water retention ponds, and storm water sewers and related equipment over, upon, into, and through Lots 1 and 2 in ARLINGTON ON THE PONDS II, being a subdivision in the Northwest Quarter of Section 21, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, has been declared according to Declaration of Easements for Storm Sewer, Water Main, Drainage, and Storm Water Retention which trustee filed in the Office of the Registrar of Titles on 6-16, 1987, as Document Number 3626519. Said easement grants the right to connect, maintain, and utilize the water main and related equipment, and the storm water retention ponds and storm water sewers and related equipment over a part of Lots 1 and 2 in ARLINGTON ON THE PONDS II subdivision as depicted on Exhibit C to said Declaration of Easements for Storm Sewer, Water Main, Drainage, and Storm Water Retention, to all subsequent owners of the Condominium Property, including the Association. Trustee did, in said Declaration of Easements for Storm Sewer, Water Main, Drainage, and Storm Water Retention, declare a like easement over a part of the Condominium Property as depicted on Exhibit C to said Declaration of Easements for Storm Sewer, Water Main, Drainage, and Storm Water Retention, for the benefit of the owner of Lots 1 and 2 of ARLINGTON ON THE PONDS II subdivision and, specifically, the ARLINGTON ON THE PONDS (NORTH) CONDOMINIUM ASSOCIATION to be formed. This easement grants the right to utilize the water main and related equipment, and storm water retention ponds and storm water sewers and related equipment, over, upon, into, and through the Condominium Property. The cost of maintaining both easement areas shall be the joint responsibility of the owners of Lots 1 and 2 of ARLINGTON ON THE PONDS II subdivision and Trustee and shall be a Common Expense to be apportioned between the ASSOCIATION and the ARLINGTON ON THE PONDS (NORTH) CONDOMINIUM ASSOCIATION to be formed, in the proportion that the number of units in the ASSOCIATION bear to the total number of units in both the ASSOCIATION and the ARLINGTON ON THE PONDS (NORTH) CONDOMINIUM ASSOCIATION.

3626520





# UNOFFICIAL COPY

0 3 6 2 6 5 2 0

## ARTICLE THIRTEEN

### Miscellaneous

13.01 Severability: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions and reservations, by legislation, judgment or court order shall not affect liens, charges, rights, benefits and privileges and other provisions of this Declaration which shall remain in full force and effect.

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

13.03 Captions/Conflicts: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between the statements made in the recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions contained in the body of this Declaration shall govern.

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

13.05 Title Holding Land Trust: In the event title to any Unit Ownership is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Dwelling Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all assessments, charges or payments hereunder and for the performance of all agreements, covenants and undertakings chargeable or created under 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

3626520

# UNOFFICIAL COPY

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

11/25/2010





# UNOFFICIAL COPY

Faint, illegible text at the top of the page, possibly a header or introductory paragraph.

Second block of faint, illegible text, likely the main body of the document.

Third block of faint, illegible text, possibly a signature or date line.

Fourth block of faint, illegible text, possibly a signature or date line.

7. This instrument is executed by The Bank and Trust Company of Arlington Heights, not individually, but solely as Trustee as aforesaid. All the covenants and conditions to be performed Hereunder by The Bank and Trust Company of Arlington Heights are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against The Bank and Trust Company of Arlington Heights by reason of any of the covenants, statements, representations, indemnifications, or warranties express or implied herein contained in this instrument.

3626520

DO HERETO AND MADE A PART HEREOF

Property of Cook County Clerk's Office

UNOFFICIAL COPY

03626520

EXHIBIT A TO

DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
ARLINGTON ON THE PONDS (SOUTH) CONDOMINIUM

DEVELOPMENT AREA

Parcel 1

Lot 1 in "ARLINGTON ON THE PONDS I" being a Subdivision in the Northwest Quarter of Section 21, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof filed in the Office of the Registrar of Titles of Cook County, Illinois, on May 27, 1987, as Document Number LR 3620381.

PIN: 03-21-100-008

THOMAS AVE E. OF RAND RD

ARLINGTON HEIGHTS IL

3626520

# UNOFFICIAL COPY

OF A DEED

TO THE SEVERAL HEIRS OF THE DECEASED  
WILLIAM M. HARRIS DECEASED

AND CHARLES HARRIS

IN DEED

AS WITNESSED BY THE SIGNATURES OF THE PARTIES  
AND BY THE SIGNATURES OF THE CLERK OF THE COURT  
IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND  
AND SEAL OF OFFICE AT CHICAGO, ILLINOIS, THIS  
12th DAY OF FEBRUARY, 1900.

WILLIAM M. HARRIS  
CHARLES HARRIS  
CLERK OF THE COURT

Property of Cook County Clerk's Office

115000

# UNOFFICIAL COPY

0 3 6 2 5 2 0

EXHIBIT B TO

DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
ARLINGTON ON THE PONDS (SOUTH) CONDOMINIUM

CONDOMINIUM PARCEL

Parcel "A"

Parcel "A": of that part of Lot 1 in "Arlington on the Ponds I", being a subdivision in the Northwest Quarter of Section 21, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof filed in the Office of the Registrar of Titles of Cook County, Illinois, on May 27, 1987, as Document No. LR 3620381 described as follows: Beginning at a point on the East line of said Lot 1, said point being 797.60 feet North of the Southeast corner of said Lot 1, as measured along the East line of said Lot 1, thence North  $81^{\circ} 40' 06''$  West a distance of 165.45 feet; thence along a curve to the left having a radius of 371.52 feet an arc distance of 110.26 feet (the chord of which bears South  $06^{\circ} 19' 25''$  East) to a point of tangency; thence tangent to the last described curve South  $14^{\circ} 49' 33''$  East a distance of 39.95 feet to a point of curvature; thence along a curve to the right, tangent to the last described line, having a radius of 472.23 feet an arc distance of 170.33 feet (the chord of which bears South  $04^{\circ} 29' 35''$  East) to a point of reverse curvature; thence along said reverse curve to the left having a radius of 753.04 feet an arc distance of 147.79 feet (the chord of which bears South  $00^{\circ} 13' 03''$  West) to a point of tangency; thence tangent to the last described curve South  $05^{\circ} 24' 18''$  East a distance of 73.70 feet to a point of curvature; thence along a curve to the right, tangent to the last described line, having a radius of 123.60 feet an arc distance of 205.64 feet (the chord of which bears South  $42^{\circ} 15' 31''$  West) to a point of tangency; thence tangent to the last described curve South  $89^{\circ} 55' 20''$  West a

3620381

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

05/10/2010

# UNOFFICIAL COPY

0 3 6 . 2 6 5 2 0

distance of 70.00 feet to a point of curvature; thence along a curve to the left having a radius of 78.00 feet an arc distance of 122.52 feet (the chord of which bears South 44° 55' 20" West) to a point of tangency; thence tangent to the last described curve South 00° 04' 40" East a distance of 71.00 feet to a point on the South line of said Lot 1, said point being 401.71 feet West of the Southeast corner of said Lot 1, as measured along the South line of said Lot 1; thence along the South line of said Lot 1 South 89° 55' 20" West a distance of 56.00 feet; thence North 00° 04' 40" West a distance of 71.00 feet to a point of curvature; thence along a curve to the right, tangent to the last described line, having a radius of 112.00 feet an arc distance of 175.93 feet (the chord of which bears North 44° 55' 20" East) to a point of tangency; thence tangent to the last described curve North 89° 55' 20" East a distance of 92.00 feet to a point of curvature; thence along a curve to the left, tangent to the last described line, having a radius of 89.60 feet an arc distance of 149.07 feet (the chord of which bears North 42° 15' 31" East) to a point of tangency; thence tangent to the last described curve North 05° 24' 18" West a distance of 73.70 feet to a point of curvature; thence along a curve to the right having a radius of 787.04 feet an arc distance of 154.46 feet (the chord of which bears North 00° 13' 03" East) to a point of reverse curvature; thence along said reverse curve to the left having a radius of 478.23 feet an arc distance of 158.07 feet (the chord of which bears North 04° 29' 35" West) to a point of tangency; thence tangent to the last described curve North 14° 49' 33" West a distance of 39.95 feet to a point of curvature; thence along a curve to the right, tangent to the last described line, having a radius of 405.52 feet an arc distance of 216.02 feet (the chord of which bears North 00° 26' 04" East) to a point of tangency; thence tangent to the last described curve North 15° 41' 42" East a distance of 27.49 feet; thence North 89° 56' 53" East a distance of 481.14 feet to the West line of said Lot 1; thence North 00° 40' 35" West along the West line of said Lot 1 a distance of 340.00 feet to the Northwest corner of said Lot 1; thence along the North line of said Lot 1 North 89° 56' 53" East a distance of 657.91 feet to the Northeast corner of said Lot 1; thence along the East line of said Lot 1 South 00° 40' 06" East a distance of 486.18 feet to the point of beginning.



# UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

0 3 6 2 6 5 2 0

EXHIBIT D TO

DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
ARLINGTON ON THE PONDS (SOUTH) CONDOMINIUM

UNDIVIDED INTERESTS

PHASE I

<u>Unit Number</u>	<u>Address</u>	<u>Type</u>	<u>% of Undivided Interest</u>
16-1641	1641 Courtland Drive	C	2.522
16-1643	1643 Courtland Drive	D	2.622
16-1645	1645 Courtland Drive	A	2.224
16-1647	1647 Courtland Drive	B	2.324
17-1649	1649 Courtland Drive	A	2.224
17-1651	1651 Courtland Drive	B	2.324
17-1653	1653 Courtland Drive	C	2.522
17-1655	1655 Courtland Drive	D	2.622
17-1657	1657 Courtland Drive	E	2.820
17-1659	1659 Courtland Drive	F	2.919

3626520

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

05/11/2015

# UNOFFICIAL COPY

0 3 6 2 6 5 2 0

18-1661	1661 Courtland Drive	C	2.522
18-1663	1663 Courtland Drive	D	2.622
18-1665	1665 Courtland Drive	E	2.820
18-1667	1667 Courtland Drive	F	2.919
18-1669	1669 Courtland Drive	A	2.224
18-1671	1671 Courtland Drive	B	2.324
19-1673	1673 Courtland Drive	A	2.224
19-1675	1675 Courtland Drive	B	2.324
19-1677	1677 Courtland Drive	C	2.522
19-1679	1679 Courtland Drive	D	2.622
20-1648	1648 Courtland Drive	C-1	3.119
20-1652	1652 Courtland Drive	E-1	3.377
20-1656	1656 Courtland Drive	A-1	2.840
21-1642	1642 Courtland Drive	A-1	2.840
21-1644	1644 Courtland Drive	C-1	3.119
22-1631	1631 Courtland Drive	C-1	3.119
22-1635	1635 Courtland Drive	E-1	3.377
22-1639	1639 Courtland Drive	A-1	2.840

3626520



# UNOFFICIAL COPY

0 3 6 2 6 5 2 0

23-1623	1623 Courtland Drive	A	2.224
23-1625	1625 Courtland Drive	B	2.324
23-1627	1627 Courtland Drive	C	2.522
23-1629	1629 Courtland Drive	D	2.622
24-1611	1611 Courtland Drive	A	2.224
24-1613	1613 Courtland Drive	B	2.324
24-1615	1615 Courtland Drive	E	2.820
24-1617	1617 Courtland Drive	F	2.919
24-1619	1619 Courtland Drive	C	2.522
24-1621	1621 Courtland Drive	D	2.622

Total 100.00%

3626520





EXHIBIT E TO

DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
ARLINGTON ON THE PONDS (SOUTH) CONDOMINIUM

THE BY-LAWS OF  
ARLINGTON ON THE PONDS (SOUTH)  
CONDOMINIUM ASSOCIATION  
AN ILLINOIS NOT-FOR-PROFIT CORPORATION

ARTICLE I

Name of Corporation

The name of this corporation is ARLINGTON ON THE PONDS (SOUTH) CONDOMINIUM ASSOCIATION.

ARTICLE II

Purpose and Powers

2.01 Purposes: The purposes of this Association are to act on behalf of its members collectively, as their governing body for civic functions and other purposes, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property and for the promotion of the health, safety and welfare of the members of the Association, all on a not-for-profit basis. These By-Laws are attached as Exhibit B to the Declaration of Condominium Ownership for Arlington on the Ponds (South) Condominium ("Declaration"). All terms used herein have the meanings set forth in the Declaration.

2.02 Powers: The Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois, the Act, the Declaration and these By-Laws.

2.03 Personal Application: All present or future Owners, tenants, future tenants, and their agents and employees, and any other person that might use the facilities of the

# UNOFFICIAL COPY

COOK COUNTY

OFFICE OF THE CLERK

PROPERTY OF COOK COUNTY

Property of Cook County Clerk's Office

08080808

Condominium Property in any manner, shall be subject to the provisions of the Declaration, and these By-Laws. The mere acquisition or rental of a Dwelling Unit or the mere act of occupancy of a Dwelling Unit will signify the Declaration and these By-Laws are accepted, ratified and will be complied with.

ARTICLE III

Offices

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

3.02 Principal Office: The Association's principal office shall be maintained on the Condominium Parcel, or such other convenient location as the Board may from time to time determine.

ARTICLE IV

Meetings of Members

4.01 Voting Rights: There shall be one individual with respect to each Dwelling Unit who shall be entitled to vote at any meeting of the Owners (the "Voting Member"). If the Owner of a Dwelling Unit is one individual then such individual shall be the Voting Member. If the Record ownership of a Dwelling Unit shall be in more than one individual or if the Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member shall be designated by the Owner or Owners in writing to the Board and if in the case of multiple individual Owners no designation is given, then the votes allocated to that unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There shall be deemed to be a majority agreement among multiple individual owners where no designation is given, if one of the multiple individual owners casts 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. Any or all Owners may be present at any meeting of the Owners, but the voting rights shall be vested exclusively in the Voting Members; provided, however, that a Voting Member may vote either in person or by proxy executed in writing by the Voting Member or his duly authorized attorney-in-fact, bearing the date of execution of the proxy and filed with the secretary before the

3626520

# UNOFFICIAL COPY

Faint, illegible text at the top of the page, possibly a header or title area.

Property of Cook County Clerk's Office

021051E

Faint, illegible text at the bottom of the page, possibly a footer or page number.

# UNOFFICIAL COPY

0 3 6 2 6 5 2 0

meeting. No proxy shall be valid after eleven (11) months from the date of its execution. Except as otherwise specifically provided in the Declaration, these By-Laws or the Act, each Voting Member shall have a vote equal to the undivided interest of the Dwelling Unit represented by him, multiplied by 100; i.e., a Voting Member who represents a Dwelling Unit which has an Undivided Interest of 1.25% shall be entitled to cast 1.25 votes. Provided, that, when 30% or fewer of the Dwelling Units by number possess over 50% of the votes, any percentage vote of members specified in the Act, the Declaration or these By-Laws shall require the specified percentage by number of Dwelling Units rather than by Undivided Interests.

4.02 Place of Meeting; Quorum: Meetings of the Owners shall be held at the principal office of this Association or at such other place in the County in which the Condominium Property is located and convenient to the Owners as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order, as from time to time published. Voting Members holding twenty-five percent (25%) of the votes, represented in person or by proxy, shall constitute a quorum. The vote of a majority of the votes entitled to be cast by the Voting Members present or represented by proxy at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the Voting Members, unless a greater proportion is required by the Act, the Declaration or these By-Laws. The affirmative vote of 100% of the votes entitled to be cast shall be required for the following action: (a) merger or consolidation of the Association; and (b) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association. The affirmative vote of 75% of the votes entitled to be cast shall be required for the purchase or sale or land or of Dwelling Units on behalf of all Owners.

4.03 Initial and Annual Meetings: The initial meeting of the Owners shall be held upon at least twenty-one (21) days written notice mailed or delivered by the Developer. The Developer shall provide to any unit owner within three (3) working days of the request, the names, addresses, telephone numbers (if available), and the weighted vote of each Unit Owner entitled to vote at such meeting. Any Unit Owner shall be provided with the same information within three (3) working days of the request, with respect to each subsequent meeting to elect members of the Board. If not called earlier by the Developer, the initial meeting of the Owners shall be held not more than sixty (60) days after the Turnover Date. Thereafter there shall be an annual meeting of the Owners within thirty (30) days from the anniversary date of the initial annual meeting at such time and on such date designated by the Board.

3626520



4.04 Special Meetings: Special meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these By-Laws, require the approval of all or some of the Voting Members or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President, a majority of the Board, or by Voting Members representing at least twenty percent (20%) of the votes.

4.05 Notice Of Membership Meetings: Written notice of any membership meeting shall be mailed or delivered, giving Owners not less than (10) nor more than thirty (30) days notice of the time, place, and purpose of the meeting.

ARTICLE V

Board of Directors

5.01 In General: The affairs of the Association and the direction and administration of the Condominium Property shall be vested in the Board, which (after the Turnover Date) shall consist of five (5) persons ("Directors") or such other number of persons as shall be fixed from time to time by the affirmative vote of Voting Members representing more than 50% of the votes. The Board shall have all of the powers granted to it under the Act, the Declaration, these By-Laws and the General Not-For-Profit Corporation Act of the State of Illinois.

5.02 Developer Designated Boards: Anything herein to the contrary notwithstanding, until the first meeting of the Owners after the Turnover Date the Board shall consist of three (3) individuals from time to time designated by the Developer. Such individuals may, but need not, be Owners and shall serve at the discretion of the Developer. Prior to the Turnover Date, the Developer Designated Board shall maintain the following records and make them available for copying at convenient hours of weekdays by the Unit Owners, or their mortgagees and their duly authorized agents or attorneys:

(a) Copies of the recorded Declaration and By-Laws together with any amendments; and

(b) The Articles of Incorporation of the Association, together with annual reports and any rules and regulations adopted by the Association or the Board.

5.03 Boards After Turnover Date: At the first meeting of the Owners (which shall be held no later than sixty (60) days after the Turnover Date) the Voting Members shall elect the initial Board (as provided for in the Act) in the manner hereinafter provided to replace the Developer Designated Board



# UNOFFICIAL COPY

...and the ...  
...the ...  
...the ...  
...the ...

...the ...  
...the ...  
...the ...

...

...

...the ...  
...the ...  
...the ...  
...the ...

...the ...  
...the ...  
...the ...  
...the ...

...the ...  
...the ...

...the ...  
...the ...

...the ...  
...the ...  
...the ...

Property of Cook County Clerk's Office

30561250

# UNOFFICIAL COPY

0 3 - 6 2 6 5 2 0

established under Section 5.02. From and after such meeting, each member of the Board shall be an Owner. Within sixty (60) days after the election of a majority of the Board other than those designated by the Developer, the Developer shall deliver to the Board:

(a) All original documents as recorded or filed pertaining to the property, its administration and the association, such as the declaration, by-laws, articles of incorporation, other condominium instruments, annual reports, minutes and rules and regulations, contracts, leases, or other agreements entered into by the Association. If any original documents are unavailable, a copy may be provided if certified by affidavit of the Developer, or an officer or agent of the Developer, as being a complete copy of the actual document recorded as filed;

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

(c) Association funds, which shall have been at all times segregated from any other moneys of the developer;

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

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

5.04 Election: At the initial meeting of the Owners, the Voting Members shall elect a full Board of Directors in an at-large election. Each Director shall hold office until the next annual meeting of the Owners or until his successor shall have been elected and qualified. A Director may succeed himself. In all elections for members of the Board, the Voting Member for each Dwelling Unit shall be entitled to the number of votes equal to the number of Directors to be elected multiplied

3626520

# UNOFFICIAL COPY

...the ... of ...

...the ... of ...

...the ... of ...

...the ... of ...

...the ... of ...

...the ... of ...

...the ... of ...

Property of Cook County Clerk's Office

05202540

# UNOFFICIAL COPY

0 3 . 6 2 6 5 2 0

by the number of votes to which such Voting Member is entitled (and cumulative voting shall be permitted). The candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected.

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

5.06 Regular Meetings: Regular meetings of the Board shall be held at such time and place as shall be determined at the annual meeting, or, from time to time, by a majority of the Directors, provided that not less than four such meetings shall be held during each fiscal year.

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

5.08 Notice of Board Meetings: Notice of each meeting of the Board shall be mailed to each Director at least forty-eight (48) hours prior to the meeting and notice of any meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment of an assessment shall be given to each Owner in the same manner as provided in Section 4.05 of these By-Laws, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. Copies of notices of meetings of the Board shall be posted at least forty-eight (48) hours prior to the meeting of the Board, in one or more conspicuous places in the Condominium Property as designated by the Board.

5.09 Open Meetings: Each meeting of the Board shall be open to any Owner except for the portion of any meeting held:

(a) To discuss litigation when an action against or on behalf of the Association has been filed and is pending; or when the Board finds that such action is probable or imminent;

(b) To consider information regarding appointment, employment, or dismissal of an employee; or

(c) To discuss violations of the rules and regulations of the Association or a unit owner's unpaid share of common expenses.

However, any vote on these matters shall be taken at a meeting or portion thereof which is open to any unit owner. If required under the Act, notice of such meeting shall



be mailed at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. Copies of notices of meetings of the Board shall be posted at least forty-eight (48) hours prior to the meeting of the Board, in one or more conspicuous places in the Condominium Property as designated by the Board. Any unit owner may record the proceedings at a meeting which is required to be open by tape, film, or other means. The Board may adopt reasonable rules governing the conduct of Owners who attend meetings and Owners who do not comply with such rules may be removed from the meeting.

5.10 Quorum: A majority of the Directors serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present.

5.11 Compensation/Reimbursement for Expenses: No Director shall be compensated by the Association for services rendered to the Association, except as expressly provided in a resolution duly adopted by the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.

5.12 Removal Or Resignation Of Director: Any Director may be removed from office, with or without cause, by action of the Voting Members at any annual meeting or at a special meeting called for such purpose. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Any Director may resign at any time by submitting his written resignation to the Board. If a Director ceases to be an Owner, he shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Director who resigns or is removed may be elected by the Voting Members at any annual meeting or at any special meeting called for such purpose and any successor so elected shall serve the balance of his predecessor's term.

5.13 Powers And Duties Of The Board: The Board shall have all of the powers and duties granted to it or imposed upon it by the Act, the Declaration, these By-Laws, and the Illinois General Not-For-Profit Corporation Act, including, without limitation, the following powers and duties:

(a) To provide for the operation, care, upkeep, maintenance, replacement and improvement of the common elements;

# UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this 1st day of January, 1900.

Attest: My hand and the seal of said County, at Chicago, Illinois, this 1st day of January, 1900.

Attest: My hand and the seal of said County, at Chicago, Illinois, this 1st day of January, 1900.

Attest: My hand and the seal of said County, at Chicago, Illinois, this 1st day of January, 1900.

Attest: My hand and the seal of said County, at Chicago, Illinois, this 1st day of January, 1900.

Attest: My hand and the seal of said County, at Chicago, Illinois, this 1st day of January, 1900.

Property of Cook County Clerk's Office

000000