

**AMENDED AND
RESTATED
DECLARATION OF
CONDOMINIUM
OWNERSHIP AND
OF EASEMENTS,
RESTRICTIONS,
COVENANTS AND
BY-LAWS
EMBODIED
THEREIN FOR
NORMANDY HILL
CONDOMINIUM
ASSOCIATION III**



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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
 OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND
 BY-LAWS EMBODIED THEREIN FOR NORMANDY HILL CONDOMINIUM
 ASSOCIATION III**

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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS
AND BY-LAWS EMBODIED THEREIN FOR NORMANDY HILL
CONDOMINIUM ASSOCIATION III**

THIS CORRECTED AMENDED AND RESTATED DECLARATION is made and entered into by owners of the Normandy Hill Condominium Association III, in accordance with the provisions of the original Declaration, which provides that the Association may amend the Declaration as may be required to conform to the Act, and any other applicable statute by vote of three-fourths of the owners of the Association.

**ARTICLE I
Definitions**

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

1. **Association**. Normandy Hill Condominium Association III, an Illinois not-for-profit corporation, its successors and assigns.
2. **Board**. The Board of Managers or the Board of Directors, as the case may be, of Normandy Hill Condominium Association III.
3. **Building**. The building located on the parcel containing the units as more specifically hereafter described in Article II.
4. **Common Elements**. All portions of the property except the Units, including Limited Common Elements.
5. **Common Expenses**. The proposed or actual expenses of administration of the Property, including reserves, if any, maintenance, operation, repair, and replacement of the Common Elements in the Building; the cost of additions, alterations, or improvements to the Common Elements in the Building; the cost of insurance required or permitted to be obtained by the Board with respect to the Building; any expenses designated as Common Expenses by the Act, this Declaration, or the By-Laws; if not separately metered or charged to the individual Unit, the cost of waste removal, scavenger services, water, sewer, or

other necessary utility services to the Building and Units; and any other expenses lawfully incurred by or on behalf of the Association for the common benefit of all of the Owners.

6. **Condominium Instruments.** All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and plats.

7. **Condominium Property Act.** The Condominium Property Act of the State of Illinois as the same may be from time to time amended.

8. **Declaration.** This instrument by which the Property is submitted to the provisions of the Condominium Property Act of the State of Illinois, and such Declaration as from time to time amended.

9. **Limited Common Elements.** All Common Elements serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units either in this Declaration, on the Plat or by the Board. Said Limited Common Elements shall include but shall not be limited to, pipes, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units and such portions of the perimeter walls, floors and ceilings, doors, and entryways, and all associated fixtures and structures therein, as lie outside the Unit boundaries and serve exclusively a single Unit or adjoining Units, as aforesaid.

10. **Occupant or Occupants.** Person or Persons, other than an Owner, in possession of a Unit.

11. **Owner or Owners.** The Person or Persons whose estate or interest, individually or collectively, aggregate fee simple absolute ownership of a Unit Ownership. For the purposes of Article VIII hereof, unless otherwise specifically provided herein, the word "Owner" shall include any beneficiary of a Trust, shareholder of a corporation or partner of a partnership holding legal title to a Unit.

12. **Parcel.** The entire tract of real estate above described.

13. **Parking Area.** That part of the Common Elements provided for parking automobiles.

14. **Person.** A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property. For the purposes of Article VII hereof, unless otherwise specifically provided herein, the word "owner" shall include any beneficiary of a Trust, shareholder of a corporation or partner of a partnership holding legal title to a unit.

15. **Property.** All the land, property and space comprising the Parcel, all improvements and structures constructed or contained therein or thereon, including the Building and all easements, licenses, permits, rights and appurtenances belonging thereto, and all fixtures, equipment and property intended for the mutual use, benefit or enjoyment of the Unit Owners.

16. **Reserves.** Those sums paid by Unit Owners which are separately maintained by the Board of Managers for purposes specified by the Board of Managers or the Condominium Instruments.

17. **Total Vote.** The votes of the Owners based on their percentage of ownership as detailed in Exhibit B attached hereto, unless specifically designated otherwise in this Declaration.

18. **Unit.** A part of the Property within the building, including one or more rooms occupying one or more floors or a part or parts thereof, designed and intended for a single family dwelling or such other uses by this Declaration, and having lawful access to a public way.

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

ARTICLE II Units

1. **Description and Ownership.** All units in the Building located on the Parcel are delineated on the survey (Plat) attached as Exhibit "A" and made a part of this Declaration, and are legally described as follows:

It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof on the Plat. The legal description of each Unit shall consist of the identifying number or symbol of each Unit as shown on the Plat. Every deed, lease, mortgage, or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat of the original Declaration, and every such description shall be deemed good and sufficient for all purposes. An Owner or Owners may, at their

own expense, subdivide or combine Units and locate or relocate Common Elements affected or required thereby, in accordance with the requirements of the Condominium Property Act. Except as provided by the Condominium Property Act, no Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the survey (Plat).

2. **Certain Structures Not Constituting Part of a Unit.** No Owner shall own any pipes, wires, conduits, public utility lines or structural components running through a Unit and serving more than that Unit except as a tenant in common, and not a joint tenant, with all other Owners. To the extent that perimeter and partition walls, floors or ceilings are designated as the boundaries of the Units or of any specified Units, all decorating, wall and floor coverings, paneling, molding, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof, shall be deemed a part of such Units, while all other portions of such walls, floors or ceilings and all portions of perimeter doors shall be deemed part of the Common Elements.

3. If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

4. Any shutters, awnings, window boxes, doorsteps, porches, balconies, patios, perimeter doors, decks, sliding doors, and any other apparatus designed to serve a single Unit shall be deemed a Limited Common Element appertaining to that Unit exclusively.

ARTICLE III **Common Elements**

1. **Description.** Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, outside walks and driveways, elevators, landscaping, stairways, entrances and exits, patios, balconies, exterior windows, hallways, lobbies, corridors, roofs, outdoor parking area, parking facilities, basements, including laundry areas, storage areas, utility rooms and furnace rooms, structural parts of the Building, pipes, ducts, flues, chutes, conduits, wires and other utility

installations to the outlets, and such component parts of walls, floors and ceilings as are not located within the Units.

2. **Ownership of Common Elements and Limited Common Elements.** Each Owner shall own an undivided interest in the Common Elements and Limited Common Elements as a tenant in common, but not a joint tenant, with all other Owners of the Property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of each Unit as a place of residence, and such other purposes and uses permitted by this Declaration which right shall be appurtenant to and run with each Unit. The extent or amount of such ownership shall be expressed by a percentage amount and, once determined, shall remain constant, and may not be changed without unanimous approval of all Owners except as otherwise provided by the Condominium Property Act. Each Unit's corresponding percentage of ownership in the Common Elements and Limited Common Elements is set forth in Exhibit "B" attached hereto.

ARTICLE IV

General Provisions as to Units and Common Elements

1. **Submission of Property to the Condominium Property Act.** The property is hereby submitted to the provisions of the Condominium Property Act of the State of Illinois.

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

3. **Easements.**

(a) **Encroachments.** In the event that, by reason of the construction, repair, reconstruction, settlement or shifting of a Building, any portion of the Common Elements encroaches or shall hereafter encroach upon any portion of any Unit, or any portion of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or, if by reason of the design or construction of any Unit, it shall be necessary or advantageous to an Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to said Unit,

which will not unreasonably interfere with the use or enjoyment of the Common Elements by other Unit Owners, or, if by reason of the design or construction of utility and ventilation systems, any mains, pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid mutual easements for the maintenance of such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Building shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Owners and if it occurred due to the willful or negligent conduct of any Owner or that of his agent.

(b) Utility Easements. Commonly recognized public utilities serving the Property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment into and through the Common Elements for the purpose of providing utility services to the Property.

(c) Easements To Run With Land. All easements and rights described herein are easements appurtenant, running with the land and, so long as the Property is subject to the provisions of this Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding on Owners, Occupant, purchaser, mortgagee and other Person having an interest in the Property, or any part thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such easements and rights were fully recited and set forth in their entirety in such documents.

4. Parking Area. The Parking Area has been divided into Parking Spaces as delineated on the Plat. The legal description of each said Parking Space shall consist of the identifying number or symbol of such Parking Space as shown on the Plat. Wheresoever reference is made to any Parking Space in a legal instrument or otherwise, a Parking Space may be legally described by its identifying number or symbol as shown on the Plat and every such description shall be deemed good and sufficient for all purposes. Each Unit Ownership shall

include as a right and easement appurtenant thereto a grant of a perpetual and exclusive easement, hereinafter referred to as the "Parking Easement", consisting of the right to use for parking purposes not less than one Parking Space. The Parking Easement to a specific Parking Space or Spaces was determined and allocated to specific Unit Ownerships by the Developer. Each deed, lease, mortgage or other instrument affecting a Unit Ownership shall include the Parking Easement to the specific Parking Space or Spaces so allocated and appurtenant thereto. Any such deed, lease, mortgage or other instrument purporting to affect a Unit Ownership without also including the Parking Easement to the specific Parking Space or Parking Spaces expressly allocated to said Unit, shall be deemed and taken to include the said Parking Easement to the said Parking Space or Spaces, even though not expressly mentioned or described therein. Owners may exchange or rent between themselves the Parking Easement to a specific Parking Space or Spaces appurtenant to their own Unit Ownerships. No person not having an interest in a Unit Ownership shall have any interest in and to a Parking Space or in and to the right to the Parking Easement thereon for any purpose. No Parking Space shall be used in any manner contrary to such rules and regulations applicable to all Parking Spaces as may be established by the Board of Managers of the Association, as hereinafter provided, or unless the Owner shall first obtain the written consent of the said Board or Association so to do.

5. **Real Estate Taxes.** It is intended that real estate taxes are to be levied by the County Assessor on each Unit Ownership as provided in the Condominium Property Act. In the event such taxes are levied on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements, and, in such event, such taxes shall be a Common Expense.

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

7. **Storage Areas.** The storage areas for the Owners' personal property in the Building outside of the Units shall be part of the Common Elements, and the exclusive use and possession of the storage areas shall be allocated among the Owners in such manner and subject to such rules and regulations as the Board may prescribe. Each Owner shall be responsible for such Owner's personal property in the storage areas. The Board and the

Association shall not be considered the bailee of such personal property and shall not be responsible for any losses or damage thereto whether or not due to the negligence of the Board and/or the Association.

8. **Balconies, Terraces, Patios and Third Floor Deck Areas.** A valid exclusive easement is hereby declared and established for the benefit of each Unit and its Owner, consisting of the right to use and occupy the balcony, patios, terrace and third floor deck area adjoining the Unit; provided, however, that no Owner shall decorate, fence, enclose, landscape, adorn or alter such balcony, patios, terrace and third floor deck area in any manner contrary to such rules and regulations as may be established by the Board of Managers, as hereinafter provided, unless he shall first obtain the written consent of said Board to do so.

ARTICLE V **Administration**

1. **Administration of the Property.** The direction and administration of the Property shall be vested in the Board of Managers (hereinafter referred to as the "Board") which shall consist of five (5) individuals who shall be elected in the manner hereinafter set forth. The number of Board members may decreased or increased as more fully provided in Section 6 of this Article. Each member of the elected Board shall be an Owner; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural individual, then any officer, director or other designated agent of such corporation, partner or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board if such person resides on the property.

2. **Organization.**

(a) **Unit Owners' Association** The Unit Owners' Association is responsible for the overall administration of the Property through its duly elected Board of Managers. Each Unit Owner shall be a member of the Association. The Association shall have the powers specified in the Illinois General Not For Profit Corporation Act of 1986, as amended, which are not inconsistent with the Act. The Association shall have and exercise all powers necessary or convenient to affect any or all of the purposes for which the Association is organized, and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Act or in the Condominium Instruments.

(b) Association. There is incorporated a not-for-profit corporation under the General Not For Profit Corporation Act of the State of Illinois, called Normandy Hill Condominium Association III, which corporation (herein referred to as the "Association") is the governing body for all the Owners for the maintenance, repair, replacement, administration and operation of the Property.

(c) The Board of Directors of the Association shall be deemed to be the Board of Managers referred to herein and in the Condominium Property Act.

(d) Every Owner shall be a member therein, which membership shall automatically terminate upon the sale, transfer or other disposition of such Owner's Unit Ownership, at which time the new Owner shall automatically become a member therein. The Association may issue certificates evidencing membership in the Association. The Association shall have one (1) class or membership.

(e) A Unit Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a Unit owner under the Condominium Property Act, the Condominium Instruments, or the rules and regulations of the Association; and such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void.

3. Voting Rights.

(a) There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Owners. Such person shall be known (and hereinafter referred to) as a "Voting Member." Such voting member shall be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated to act as proxy for such Owner(s) and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner(s). Except as otherwise required by the terms of this Declaration or the Condominium Property Act of Illinois, the total number of votes of all voting members shall be 100, and each voting member shall be entitled to the number of votes equal to the percentage of ownership in the Common Elements applicable to such voting member's Unit ownership as set forth on Exhibit "B". When thirty percent (30%) or fewer of the Units, by number, possess over 50% in the aggregate of the votes in the Association, any

percentage vote of voting members specified in the Condominium Property Act or in this Declaration shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

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

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

(e) Matters subject to the affirmative vote of not less than two-thirds $\frac{2}{3}$ of the votes of Unit Owners at a meeting duly called for that purpose, shall include, but not be limited to:

(1) merger or consolidation of the association;

(2) sale, lease, exchange, or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the Association and

(3) the purchase or sale of land or of units on behalf of all unit owners.

4. Meetings.

(a) Place and Quorum. Meetings of the voting members shall be held at the Property or at such other place in Cook County, Illinois as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members representing twenty percent (20%) of the total votes shall constitute a quorum. In the event of a resale of a Unit, the purchaser of a Unit, pursuant to an installment contract for

purchase, shall during such times as he or she resides in the Unit be counted toward a quorum for purposes of election of members of the Board of Managers at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of members of the Board of Managers and to be elected to and serve on the Board of Managers unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents. For purposes of this section, "installment contract" shall have the same meaning as set forth in Section 1(e) of "An Act Relating to Installment Contracts to Sell Dwelling Structures," approved August 11, 1967, as amended. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting or at least fifty-one percent (51%) of the number of units represented at such meeting.

(b) Annual Meeting. There shall be an annual meeting of the voting members on the third Tuesday of May of each year at 7:30 p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by a written notice from the Board delivered to the voting members not less than ten (10) nor more than thirty (30) days prior to the date fixed for said meeting.

(c) Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Special meetings shall be called by written notice by the President of the Association, a majority of the Board, or by the voting members having twenty percent (20%) or more of the total votes and delivered not less than ten (10) nor more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

(d) Meetings of the Board. Meetings of the Board of Managers shall be open to any Unit Owner, except for the portion of any meeting held:

(1) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or

administrative tribunal, or when the Board of Managers finds that such an action is probable or imminent;

(2) to consider information regarding appointment, employment or dismissal of an employee; or

(3) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of common expenses.

Any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner, and any Unit Owner may record the proceedings at meetings or portions thereof required to be open by the Condominium Property Act by tape, film or other means. The Board may prescribe reasonable rules and regulations to govern the conduct of a Board meeting and the right to make such recordings. Notice of such meetings shall be mailed or delivered at least 48 hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice pursuant to the Condominium Instruments or provision of law other than this section before the meeting is convened, and that copies of notices of meetings of the Board of Managers shall be posted in entranceways, elevators, or other conspicuous places in the Building at least 48 hours prior to the meeting of the Board of Managers.

(e) Secret Ballot. The Association may, upon adoption of the appropriate rules by the Board of Managers, conduct elections to the Board by secret ballot whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself, provided that the Board further adopts rules to verify the status of the Unit Owner issuing a proxy or casting a ballot; and further, that a candidate for election to the Board of Managers or such candidate's representative shall have the right to be present at the counting of ballots at such election.

5. Notices of Meetings. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board. Written notice of any membership meeting shall be mailed or delivered as herein provided giving voting members no less than ten (10) and not more than thirty (30) days notice of the time, place and purpose of such meeting.

6. Board of Managers (Board of Directors).

(a) In all elections for members of the Board of Managers, each voting member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected.

(b) A majority of the total number of members on the Board shall constitute a quorum.

(c) There shall be five (5) Board members who shall be elected for two (2) year terms.

(d) The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of individuals on the Board or may increase or decrease the terms of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3), and the terms of at least one-third (1/3) of the members of the Board shall expire annually. Board members may succeed themselves.

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

(f) Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two-thirds (2/3) or more of the total votes.

(g) Vacancies in the Board shall be filled by appointment by a two-thirds (2/3) vote of the remaining Board members for a period up to the next annual meeting or special meeting called for the purpose, at which time a member shall be elected for the balance of the term of the departed Board member, unless a petition is filed, signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. Vacancies in the Board created by any increase in the number of persons on the Board shall be filled by the voting members present at the next annual meeting or at a special meeting of the voting members called for such purpose.

(h) Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. A quorum shall consist of a majority of the Board members. Meetings of the Board may be called, held and conducted by the President or twenty-five percent (25%) of the members of the Board in accordance with such regulations as the Board may adopt.

(i) Meetings of the Board shall be open to any owner, and notice of such meetings shall be mailed or given to Board members 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.

(j) The Board shall meet at least four (4) times annually.

(k) Officers. The Board shall elect the following officers from among its members: a President who shall be a member of the Board and preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board and the Association; a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall be designated as the officer to mail and receive all notices served by or upon the Board of the Association, and shall, in general, perform all the duties incident to the office of Secretary; a Treasurer to keep the financial records and books of account; and such additional officers as the Board shall see fit to elect. Such officers shall serve at the will of the Board, which shall fill any vacancies. No officer shall be elected for a term of more than one (1) year, but officers may succeed themselves.

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

(m) Members of the Board shall receive notice of any meeting of the Board either personally or by mail, not less than forty-eight (48) hours prior to the meeting, stating the date, time, place and purpose of the meeting.

7. **General Powers of the Board.** The Board for the benefit of all the Owners, shall acquire and shall pay for out of the operating fund hereinafter provided for, the following:

(a) Water, waste removal, garage operating expense, professional management fees, electricity, telephone and other necessary utility services for the Common Elements and (if not separately metered or charged) for the Units.

(b) **Property Insurance.** Property insurance (i) on the common elements and the units, including the limited common elements and except as otherwise determined by the Board of Directors, the bare walls, floors, and ceilings of the unit; (ii) providing coverage for special form causes of loss, and; (iii) in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage for the increased costs of construction due to building code requirements, at the time the insurance is purchased and at each renewal date.

(c) **General Liability Insurance.** Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the property in a minimum amount of \$1,000,000, or a greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the management agent, and their respective employees and agents and all persons acting as agents. The Unit Owners must be included as additional insured parties, but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.

(d) **Fidelity Bond; Directors and Officers Coverage.**

(1) The Association must obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund.

(2) The Board of Directors must obtain Directors and officers' liability coverage at a level deemed reasonable by the

Board, if not otherwise established by the Declaration or By-Laws. Directors and officers' liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as Directors and Officers, but this coverage shall exclude actions for which the Directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or the Declaration and By-Laws of the Association.

(e) Contiguous Units; Improvements and Betterments. The insurance maintained by the Association must include the Units, the Limited Common Elements except as otherwise determined by the Board of Directors, and the Common Elements. The insurance need not cover improvements and betterments to the units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected.

(1) Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall and ceiling coverings. "Improvements and betterments" means all decorating, fixtures and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built-in cabinets installed by Unit Owners.

(f) Deductibles. The Board of Directors of the Association may, in the case of a claim for damage to a Unit or the Common Elements, (i) pay the deductible amount as a common expense; (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Owners who caused the damage or from whose Units the damage or cause of loss originated; or (iii) require the Unit Owners of the Units affected to pay the deductible amount.

(g) Other Coverage. The Association may carry any other insurance, including workers compensation, employment practices, environmental hazards, and equipment breakdown, the Board of Directors considers appropriate to protect the Association, the Unit Owners, officers, Directors or agents of the Association.

(h) Insured Parties; Waiver of Subrogation. Insurance policies carried pursuant to subsections (a) and (b) must include each of the following provisions.

(1) Each Unit Owner and secured party is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association.

(2) The insurer waives its right to subrogation under the policy against any Unit Owner of the condominium or members of the Unit Owner's household and against the Association and members of the Board of Directors.

(3) The Unit Owner waives his or her right to subrogation under the Association policy against the Association and the Board of Directors.

(i) Primary Insurance. If at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the Association's policy is primary insurance.

(j) Adjustment of Losses; Distribution of Proceeds. Any loss covered by the property policy must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for unit owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings and floors of the Units, and then to any improvements and betterments the Association may insure. Unit Owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completed repaired or restored or the Association has been terminated as Trustee.

(k) Certificates of Insurance. Contractors and vendors (except public utilities) doing business with a condominium association under contracts exceeding \$10,000.00 per year must provide certificates of insurance naming the Association, its Board of Directors and its managing agent as additional insured parties.

(l) Settlement of Claims. Any insurer defending a liability claim against a condominium association must notify the Association of the terms of the settlement no less than ten (10) days before settling the claim. The Association may not veto the settlement unless otherwise provided by contract or statute.

(m) Upon authorization by a two-thirds vote of the members of the Board of Managers or by the affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for such purpose, the Board of Managers acting on behalf of all Unit Owners shall have the power to seek relief from or in connection with the assessment or levy of any such taxes, special assessments or charges, and to charge and collect all expenses incurred in connection therewith as a Common Expense.

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

(o) Any other materials, supplies, furniture, labor, service, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first class condominium building or for the enforcement of these restrictions.

(p) Any amount necessary to discharge any mechanics lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of such lien, shall be specially assessed to said Owners. As to any such lien placed upon any Unit or upon the Common Elements, the Owner(s) who created

the basis for such lien shall be held responsible for such lien, regardless of whether such lien be false, fraudulent or bona fide.

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

(r) The Board or its agents, upon reasonable notice, or in case of an emergency without notice, may enter any Unit and when necessary in connection with any construction or maintenance for which the Board is responsible, or for making emergency repairs necessary to prevent damage to the Common Elements or to other Units. The Board or its agents may likewise enter any balcony, patios, terraces and third floor deck areas for maintenance repairs, construction or painting. Such entry shall be made with as little inconvenience to any Owner as practicable, and any damage caused thereby shall be repaired by the Board and paid for from the Common Expenses.

(s) The Board's powers herein above enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions to, or capital improvements of the Common Elements (other than for purposes of repairing, replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) requiring an expenditure in the amount of \$5,000.00, not included in the adopted budget, without in each case the prior approval of the voting members having two-thirds (2/3) or more of the total votes.

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

(u) The Board, without approval from any of the voting members except as hereinafter set forth, may adopt and amend such reasonable

rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety, and general welfare of the Owners and Occupants of the Property, after a meeting of the Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Act, except that no quorum is required at the meeting of the Unit Owners. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, nor may any rules or regulations conflict with the provisions of the Act or the Condominium Instruments. Written notice of such rules and regulations shall be given to all Owners and Occupants and the entire Property shall at all times be maintained subject to such rules and regulations.

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

(w) The Board may elect to have the cost of any and all of the goods and services described in subsections (a) and (e) above assessed specially to each Owner in proportion to the Owner's use and benefit from such goods and services.

(x) The Board, by vote of at least four-fifths (4/5) of the persons on the Board, shall have the authority to grant licenses or concessions with respect to any part of the Common Elements.

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

(z) The Board shall have the power to own, convey, encumber, lease, and otherwise deal with units conveyed to or purchased by it.

(aa) The Board shall keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the property.

(bb) The Board shall have the right to impose charges for late payment of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an

opportunity to be heard, to levy reasonable fines for violation of the declaration, bylaws and rules and regulations of the Association.

(cc) By a majority vote of the entire Board of Managers, the Board shall have the power to assign the right of the Association to future income from Common Expenses or other sources, and to mortgage or pledge substantially all of the remaining assets of the Association.

(dd) The Board shall have the power to record the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under the provisions of Section 14.2 of the Condominium Property Act.

(ee) The Board shall have the power to record the granting of an easement for the laying of cable television cable where authorized by the Unit Owners under the provisions of Section 14.3 of the Condominium Property Act.

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

(gg) In the performance of their duties, the officers and members of the Board shall exercise the care required of a fiduciary of the Unit Owners.

8. Liability of the Board of Managers. The members of the Board of Managers shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith as such Board members, or acting as the Board. The Owners shall indemnify and hold harmless each of the members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. It is also intended that the liability of any Owner arising out of any contract made by the Board of Managers, or out of the aforesaid indemnity in favor of the members of the Board of Managers, shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all the Owners in the Common Elements. Every agreement made by the Board of Managers or by the managing agent on behalf of the Owners shall provide that the members of the Board of Managers or the managing agent, as the case may be, are acting only

as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Owners in the Common Elements.

ARTICLE VI
Assessments - Maintenance Fund

1. Annual Assessment

(a) Each year on or before December first, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, supplies and fees which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount determined by the Board for a reserve for contingencies and replacements.

(b) Each Unit Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board, a copy of the proposed annual budget. Each Unit Owner shall receive notice, in the same manner as is provided in the Condominium Property Act for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment. On or before December 15 of each year, the Board shall distribute to each Owner a detailed annual budget, setting forth with particularity all anticipated Common Expenses by category as well as all anticipated assessments and other income. The budget shall set forth each Owner's Common Expense assessment. The estimated cash requirement shall be assessed to Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto.

(c) Except as provided in subsection (d) below, if an adopted budget or any separate assessment adopted by the Board will result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board of Managers, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate

assessment; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or separate assessment, it is ratified.

(d) Any Common Expense not set forth in the budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against all Unit Owners.

(e) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board of Managers without being subject to Unit Owner approval or the provisions of item (c) above or item (f) below. As used herein, "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

(f) Assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted budget, shall be separately assessed and are subject to approval of two-thirds of the total votes of all Unit Owners.

(g) The Board of Managers may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by items (e) and (f), the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

(h) On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Owner, jointly and severally, if there be more than one (1) Owner for any Unit, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this Article. On or before April 1st of each calendar year, the Board shall supply to all Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit or income over expenditures plus reserves.

2. Reserves; Further Assessments. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. All budgets adopted by the Board of Managers shall provide for reasonable reserves for capital expenditures and deferred maintenance for repair or replacement of the Common Elements. To determine the amount of reserves appropriate for the Association, the Board of Managers shall take into consideration the following:

(a) the repair and replacement cost, and the estimated useful life, of the property which the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the Building and Common Elements, and energy systems and equipment;

(b) the current and anticipated return on investment of Association funds;

(c) any independent professional reserve study which the Association may obtain;

(d) the financial impact on Unit Owners, and the market value of the Condominium Units, of any assessment increase needed to fund reserves; and

(e) the ability of the Association to obtain financing or refinancing.

Extraordinary or other expenditures not included in the annual estimate, which may become necessary during the year, shall be charged first against such reserve. If the estimated cash requirement proves inadequate for any reason in the judgment of the Board, including non-payment of any Owner's assessment, the Board may at any time levy a special assessment, in accordance with paragraph 1 of this Article, which shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements. Such special assessment shall become effective with the monthly maintenance payment which is due no less than ten (10) days after delivery or mailing of such notice of special assessment.

3. No Forbearance of Assessments. The Association shall have no authority to forbear the payment of assessments by any Unit Owner.

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

5. Books and Records.

a) The Board of Managers of the Association shall keep and maintain the following records, or true and complete copies of these records, at the Association's principal office:

- (1) The Association's Declaration, By-Laws, Plats of Survey and all amendments of these;
- (2) The Rules and Regulations of the Association, if any;
- (3) The Articles of Incorporation of the Association and all amendments to the Articles of Incorporation;
- (4) Minutes of all meetings of the Association and its Board of Managers for the immediately preceding seven (7) years;
- (5) All current policies of insurance of the Association;
- (6) All contracts, leases and other agreements then in effect to which the Association is a party or under which the Association or the unit owners have obligations or liabilities;
- (7) A current listing of the names, addresses and weighted vote of all members entitled to vote;
- (8) Ballots and proxies related to ballots for all matters voted on by the members of the Association during the immediately preceding twelve (12) months, including but not limited to the election of members of the Board of Managers; and
- (9) The books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts and expenditures.

b) Any member of the Association shall have the right to inspect, examine and make copies of the records described in subdivisions (1), (2), (3), (4) and 5 of subsection (a) of this Section, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Association's Board of Managers or its authorized agent, stating with particularity the records sought to be examined.

Failure of an Association's Board of Managers to make available all records so requested within thirty (30) days of receipt of the member's written request shall be deemed a denial.

Any member who prevails in an enforcement action to compel examination of records described in subdivisions (1), (2), (3), (4) and (5) of subsection (a) of this Section shall be entitled to recover reasonable attorney's fees and costs from the Association.

c) Except as otherwise provided in subsection (d) of this Section, any member of the Association shall have the right to inspect, examine and make copies of the records described in subdivisions (6), (7), (8) and (9) of subsection (a) of this Section, in person or by agent, at any reasonable time or times, but only for a proper purpose, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Association's Board of Managers or its authorized agent stating with particularity the records sought to be examined and a proper purpose for the request. Subject to the provisions of subsection (d) of this Section, failure of the Association's Board of Managers to make available all records so requested within thirty (30) business days of receipt of the member's written request shall be deemed a denial; provided, however, that the Board of Managers of the Association has adopted a secret ballot election process as provided in Section 18 of the Illinois Condominium Property Act, the Board shall not be deemed to have denied a member's request for records described in subdivision (8) of subsection (a) of this section if voting ballots, without identifying unit numbers, are made available to the requesting member within thirty (30) days of receipt of the member's written request.

In an action to compel examination of records described in subdivisions (6), (7), (8) and (9) of subsection (a) of this section, the burden of proof is upon the member to establish that the member's request is based on a proper purpose. Any member who prevails in an enforcement action to compel examination of records described in subdivisions (6), (7), (8) and (9) of subsection (A) of this section shall be entitled to recover reasonable attorney's fees and costs from the Association only if the court finds that the Board of Managers acted in bad faith in denying the member's request.

d) The actual cost to the Association of retrieving and making requested records available for inspection and examination under this Section shall be charged by the Association to the requesting member. If a member requests copies of records requested under this section, the actual costs to the Association

of reproducing the records shall also be charged by the Association to the requesting member.

e) Notwithstanding the provisions of subsection (c) of this section, unless otherwise directed by court order, an Association need not make the following records available for inspection, examination or copying by its members:

- (1) Documents relating to appointment, employment, discipline or dismissal of Association employees;
- (2) Documents relating to actions pending against or on behalf of the Association or its Board of Managers in a court or administrative tribunal;
- (3) Documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or its Board of Managers in a court or administrative tribunal;
- (4) Documents relating to common expenses or other charges owed by a member other than the requesting member; and
- (5) Documents provided to the Association in connection with the lease, sale or other transfer of a unit by a member other than the requesting member.

(f) The provisions of this section are applicable to all condominium instruments recorded under the Illinois Condominium Property Act. Any portion of a condominium instrument that contains provisions contrary to these provisions shall be void as against public policy and ineffective. Any condominium instrument that fails to contain the provisions required by this section shall be deemed to incorporate the provisions by operation of law.

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

7. Nonpayment of Assessments. If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as

representatives of all Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision, statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be enforced by an action brought in the name of the Board as in the case of foreclosure of liens against real estate under the provisions of the Illinois Forcible Entry and Detainer Act.

Said lien shall take effect and be in force when and as provided in the Condominium Property Act. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any owner shall fail to pay the proportionate share of the Common Elements or of any other expenses required to be paid hereunder when due, such rights and remedies shall include:

(a) the right to enforce the collection of such defaulting Owner's share of such expenses (whether due by acceleration or otherwise); together with interest thereon, at the maximum rate permitted by law, and all fees and costs (including reasonable attorneys' fees) incurred in the collection thereof;

(b) the right to take possession of such defaulting Owner's interest in the Property, to maintain for the benefit of all the other Owners an action for possession in the manner prescribed by "an Act in regard to forcible entry and detainer" approved February 16, 1974, as amended and upon the entry of judgment in favor of the Board for possession of a Unit under the Condominium Property Act, as provided in Section 9-111 of the forcible entry and detainer Act and delivery of possession of the premises by the sheriff or other authorized official to the Board pursuant to execution upon the judgment, the Board shall have the right and authority, incidental to the right of possession of a Unit under the judgment, but not the obligation, to lease the Unit to a bona fide tenant (whether the tenant is in occupancy or not) pursuant to a written lease for a term not to exceed 13 months from the date of expiration of the stay or judgment unless extended by order of court upon notice to the dispossessed Unit Owner. The Board shall first apply all rental income to assessments and other charges sued upon in the action for possession plus statutory interest on a monetary judgment, if any, attorneys' fees, and court costs incurred; and then to other expenses

lawfully agreed upon (including late charges), any fines and reasonable expenses necessary to make the Unit rentable and lastly to assessments incurred thereafter until assessments are current. Any surplus shall be remitted to the Unit Owner. The court shall retain jurisdiction to determine the reasonableness of the expense of making the Unit rentable; and

(c) the right to impose a Late Charge for late payment of assessments in an amount to be fixed by a rule adopted by the Board, which Late Charge shall be considered for all purposes as an additional assessment.

8. **Liability for Assessments.** No Owner may waive or in any way escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of a Unit.

ARTICLE VII

Covenants and Restrictions as to Use and Occupancy

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

1. **Use, Maintenance, Alteration of Units.** All Units and any other parts of the Property shall only be used for housing and related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. Owners shall maintain and keep in good order and repair their respective Units. That part of the Common Elements separating any two or more adjoining Units may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be reasonably determined by the Board in writing. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit.

2. **Use of Common Elements.**

(a) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements (except in areas designed for such purpose) without the prior consent of the Board except as hereinafter expressly provided.

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

other unsightly materials which are not in receptacles provided for such purposes.

(c) There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that baby carriages, bicycles and other personal property may be stored in any common storage area designated for that purpose, and recreational, amenity, service and exclusive use areas may be used for their intended purposes.

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

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

4. **Owners' Insurance.** Owners shall be responsible for insuring their personal property in their respective Units, their personal property stored elsewhere on the Property and their personal liability to the extent not covered by the liability insurance for all Owners obtained by the Board as hereinabove provided.

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

6. **Window Treatments.** The use and covering of the interior surfaces of the glass doors and windows appurtenant to the Units in the Building, whether by draperies, shades or other items visible from the exterior of the Building, shall be subject to the rules and regulations of the Board.

7. **Floor Coverings.** In order to enhance the sound conditioning of the Building, the floor covering for all occupied Units shall meet the minimum standard as may be specified by the rules and regulations of the Board.

8. **Laundry Equipment.** No type of washer, dryer or other laundry equipment shall be installed in any Unit.

9. **Garbage.** Plastic garbage bags with ties shall be utilized when disposing of garbage, and no garbage refuse containers are to be kept in corridors, stairwells, garage or balconies, but shall be placed only in rubbish chute or brought into garbage room in the garage area.

10. **Pets.** Pursuant to the Second Amendment to the Declaration recorded on August 29, 1994 as Document Number 94761570, no dogs, more than one (1) cat, animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, kept or visit in any Unit or in the Common Elements, except that household pets, excluding dogs and more than one (1) cat, may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Board. No Owner shall permit a visiting pet in the Unit or elsewhere on the Property at any time.

11. **Proscribed Activities.** No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done thereon, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.

12. **Structural Changes.** Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of a Building or which would structurally change a Building except as is otherwise provided herein.

13. **Prohibition of Business Use.** No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, shall be conducted, maintained or permitted in any Unit.

14. **Signs.** No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board.

15. **Uses Incidental to Residential Use.** The Unit restrictions in paragraphs 1 and 12 of this Article shall not be construed to prohibit an Owner from: (a) maintaining a personal professional library therein; (b) keeping personal business or professional records or accounts therein; or (c) handling personal

business or professional business calls or correspondence therefrom, or inviting personal business or professional clients therein, so long as the Unit is not advertised to the general public in any manner as a business establishment. Such uses are expressly declared customarily incident to the principal use for housing and not in violation of paragraphs 1 or 12 of this Article.

ARTICLE VIII **Transfer of a Unit**

1. **Sale of Unit.** Any owner who wishes to sell his Unit Ownership shall give to the Board not less than thirty (30) days' prior written notice of the terms of any contemplated sale, together with the name, address and financial and character reference of the proposed purchaser. The members of the Board acting on behalf of the other Unit Owners shall at all times have the first right and option to purchase such Unit Ownership upon the same terms which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, the owner may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, contract to sell such Unit Ownership to the proposed purchaser named in such notice upon the terms specified therein. If the Owner fails to close said proposed sale transaction within said ninety (90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.

2. **Leasing Of Units.** Pursuant to the Amendment to the Declaration recorded as Document Number 22575942, Owners are prohibited from leasing their Units.

(a) **Hardship.** To meet the reasonable needs of a unit owner, the Board may grant a hardship waiver, only for a blood relative of the Owner, for a period not to exceed twenty-four (24) months in the following manner:

(i) The Unit Owner must submit a request in writing to the Board of Directors requesting a minimum of a one year hardship waiver of subsection (a), setting forth the reasons why they are entitled to same.

(ii) If, based on the data supplied to the Board of Directors by the Unit Owner, the Board finds that a reasonable hardship exists, the Board may grant a one year waiver. Any lease entered into shall be in writing and for a minimum period of one year. The lease must also contain a provision that failure by the tenant or the Unit Owner to abide by the Rules and Regulations of the Association may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors. The Board may charge a reasonable fee for processing lease approvals and any such fee shall be paid by the unit Owner. All decisions of the Board shall be final.

(iii) Copies of all leases must be submitted to the Board within ten (10) days after execution and prior to occupancy.

(iv) All tenants shall acknowledge in writing that they have received copies of the rules and regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors.

(v) In the event an Owner has been granted hardship status, they must re-apply within ninety (90) days of the expiration of each hardship period if they wish to request an extension.

(vi) For purposes of this Section, a "blood relative" shall be defined as a child, grandchild, parent, or grandparent of the Owner.

(b) Any Unit being leased out in violation of this Amendment or any Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

(c) In addition to the authority to levy fines against the Owner for violation of the prior Amendment, or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or tenant, under 735 ILCS 5/9 et. seq., an action for injunctive and other equitable relief, or an action at law for damages.

(d) Any action brought on behalf of the Association and/or the Board of Directors to enforce the prior Amendment, Article 8, Section 2, shall

subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(e) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

3. **Gift.** Any Owner who wishes to make a gift of his Unit Ownership or any interest therein shall give to the Board not less than ninety (90) days' written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name, address and financial and character references of the intended donee and such other information concerning the intended donee as the Board may reasonably require. Any such donee must be a permanent resident and comply with the restrictions on the use a Unit as contained in this Declaration. The members of the Board acting on behalf of the other Owners, shall at all times have the first right and option to purchase such Unit Ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the Owner desiring to make such gift may each appoint a qualified real estate appraiser to act as arbitrators. The two (2) arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said third arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Owner and the Board. If the Board shall fail to select an appraiser as aforesaid, the Board's option hereunder shall be deemed waived. If the Owner desiring to make such gift shall fail to select an appraiser, then the appraiser designated by the Board shall make the appraisal. The Board's option to purchase the Unit Ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of written notice of such determination of fair market value. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the Owner desiring to make such gift within said forty-five (45) day period.

4. **Devise.** In the event any Owner dies leaving a will devising his Unit Ownership, or any interest therein, and said will is admitted to probate, the members of the Board acting on behalf of the other Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit Ownership, or interest therein, either from the devisee or devisees thereof named in said will, or if a power of sale is conferred by said will upon the personal

representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration as herein provided. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be, within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership, or interest therein, devised by the deceased Owner, and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Board's right to purchase the Unit Ownership, or interest therein, at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Owner is empowered to sell, and shall expire eight (8) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods.

5. Involuntary Sale.

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

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

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

6. **Exercise of Option.** The Board, by the affirmative vote of at least four-fifths (4/5) of the Board members, and upon not less than fifteen (15) days prior written notice thereof to all the Owners, may exercise any option hereinabove set forth to purchase any Unit Ownership or interest therein. The Board or its duly authorized representative, acting on behalf of the Owners, by the affirmative vote of at least four-fifths (4/5) of the Board members and upon not less than fifteen (15) days prior written notice thereof to all the Owners, may bid to purchase at any sale of a Unit Ownership or interest therein of any Owner living or deceased, which said sale is held pursuant to an order or direction of a court. The written notice to all the Owners shall set forth the terms of the option to be exercised by the Board or it shall set forth a maximum price which the Board or its duly authorized representative is authorized to bid and pay for said Unit Ownership or interest therein. If within said fifteen (15) days the voting members for at least one-fourth (1/4) of the number of Units shall file with the Board a written objection to any such action by the Board, then such option shall be deemed released and shall not be exercised by the Board. The Unit Ownership or interest therein which is subject to such option may thereupon be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

7. **Release or Waiver of Option.** Upon the affirmative vote of at least two-fifths (2/5) of the Board members, any of the options contained in this Article VIII may be released or waived and the Unit Ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

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

9. **Financing of Purchase Under Option.**

(a) Acquisition of Unit Ownerships or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each Owner in the ratio that his percentage of ownership in the Common Elements as set forth in Exhibit "B" bears to the total of all such percentages applicable to Units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in paragraph 7 of Article VI hereof.

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

10. Title to Acquired Interest. Unit Ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the members of the Board of Managers and their successors in office, or such nominee as they shall designate, for the benefit of all the Owners. Said Unit Ownerships or interests therein shall be sold or leased by the Board in such manner as the Board shall determine without complying with the foregoing provisions relating to the Board's right of first refusal. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each Owner in the same proportion in which the Board could levy a special assessment under the terms of paragraph 8(a) of this Article.

11. Exceptions to Board's Right of First Refusal. The Board's right of first refusal as provided in Sections 1, 2 and 3 of this Article VIII shall not apply to any sale, lease, gift, devise or other transfer between co-Owners of the same Unit, or to the spouse, or to any lawful children of the Owner, or any one or more of them, or to the trustee of a trust, the sole beneficiary or beneficiaries of which are the Owner, the spouse or lawful child of the Owner, or any one or more of them or to any trustee of a trust, the sole beneficiary or beneficiaries at which are the Owner, the spouse or lawful children or any one or more of them, or from any trustee of a trust to anyone or more of the beneficiaries of such trust.

12. Miscellaneous

(a) A transfer or interest therein, by or to the Board or the holder of any mortgage on the Property or any portion thereof, or on a Unit, which mortgagee comes into possession of the mortgaged Unit pursuant to remedies provided in such mortgage, or pursuant to foreclosure of such mortgage, or pursuant to a deed (or assignment) in lieu of foreclosure of

such mortgage, shall not be subject to the provisions of Article VIII. This provision shall not be amended, modified or rescinded without the prior written consent of all holders of a recorded mortgage or trust deed encumbering any on or more Units in the Building at the time of such amendment, modification or rescission.

(b) The Association shall hold title to or lease any Unit, pursuant to the terms hereof, in the name of the Association, or a nominee thereof delegated by the Board, for the sole benefit of all Unit Owners. The Board shall have the authority at any time to lease or sublease said Unit on behalf of the Association upon such terms as the Board shall deem desirable, however, the sale of said Unit shall require the approval of Unit Owners owning not less than two-thirds (2/3) of the total ownership of the Common Elements.

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

(d) The provisions of this Article VIII with respect to the Association's right of first option shall be and remain in full force and effect until the Property as a whole shall be sold or removed from the provisions of the Act, as provided therein, unless the provisions of this Article VIII are sooner rescinded or amended by the Unit Owners.

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

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

(g) Unless otherwise provided in this Declaration or the By-Laws, in the event of any transfer of a Unit, or any interest therein, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments of the transferor accrued and payable prior to the date of transfer.

13. Leasing Requirements. The provisions of the Condominium Property Act, this Declaration, By-Laws, other Condominium Instruments and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to

be incorporated in any lease executed or renewed on or after the effective date of this Amended and Restated Declaration. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by this Section or by the Declaration, By-Laws and rules and regulations. The Board of Managers may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant of any covenants, rules, regulations or By-Laws.

14. Resales.

(a) In the event of any resale of a Unit by a Unit Owner, such Owner shall obtain from the Board of Managers and shall make available for inspection to the prospective purchaser, upon demand, the following:

(1) A copy of the Declaration, By-laws, other Condominium Instruments and any rules and regulations.

(2) A statement of any liens, including a statement of the account of the Unit setting forth the amounts of unpaid assessments and other charges due and owing as authorized and limited by the provisions of Section 9 of the Condominium Property Act or the Condominium Instruments.

(3) A statement of any capital expenditures anticipated by the Association within the current or succeeding two fiscal years.

(4) A statement of the status and amount of any reserve for replacement fund and any portion of such fund earmarked for any specified project by the Board of Managers.

(5) A copy of the statement of financial condition of the Association for the last fiscal year for which such statement is available.

(6) A statement of the status of any pending suits or judgments in which the Association is a party.

(7) A statement setting forth what insurance coverage is provided for all Unit Owners by the Association.

(8) A statement that any improvements or alterations made to the Unit, or the Limited Common Elements assigned thereto, by the prior Unit Owner are in good faith believed to be in compliance with the Condominium Instruments.

(9) The identity and mailing address of the principal officer of the Unit Owner's Association or of the other officer or agent as is specifically designated to receive notices.

(b) The President of the Board or such other officer as is specifically designated shall furnish the above information when requested to do so in writing and within thirty (30) days of the request.

(c) Within fifteen (15) days of the recording of a mortgage or trust deed against a Unit Ownership given by the Owner of that Unit to secure a debt, the owner shall inform the Board of Managers of the Association of the identity of the lender together with a mailing address at which the lender can receive notices from the Association. If a Unit Owner fails or refuses to inform the Board as required under subsection (c) then that Unit Owner shall be liable to the Association for all costs, expenses and reasonable attorneys fees and such other damages, if any, incurred by the Association as a result of such failure or refusal.

A reasonable fee covering the direct out-of-pocket cost of providing such information and copying may be charged by the Association or the Board of Managers to the Unit seller for providing such information.

ARTICLE IX

Damage or Destruction and Restoration of Building

1. **Sufficient Insurance.** In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment thereof, provided, however, that in the event within thirty (30) days after the damage or destruction, the Owners elect either to sell the Property as hereinafter provided in Article X hereof or to withdraw the Property from the provisions of this Declaration, and from the provisions of the Condominium Property Act as therein

provided, then such repair, restoration or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B", after first paying out of the share of each Owner the amount of any unpaid liens on that Owner's Unit, in the order of the priority of such liens.

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

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

ARTICLE X Sale of the Property

The Owners by affirmative vote of at least seventy-five (75%) percent of the undivided Ownership of the Common Elements, at a meeting duly called for such purpose, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale is approved, the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit Ownership entitled to notice under Section 2 of Article XIII hereof. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such owner. In the absence of agreement on an appraiser, such Owner and the Board may each select an

appraiser, and the two so selected shall select a third and the fair market value shall be determined by a majority of the three appraisers so selected. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

ARTICLE XI **Remedies**

1. **Abatement and Enjoinment.** The violation of any restriction, condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding paragraphs:

(a) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof. The Board and its agents shall not thereby be deemed guilty in any manner of trespass; or

(b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of seven (7%) percent per annum until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of such Owner's share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Owner and upon all of the additions and improvements thereto and upon all of such defaulting Owner's personal property in the Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

2. **Involuntary Sale.** If any Owner (either by such Owner's own conduct or by the conduct of any other Occupant of such Owner's Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall reoccur more than once after such notice, then the Board shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control the defaulting Owner's Unit and thereupon an action in equity may be filed by the members of

the Board against the Owner or Occupant for a decree of mandatory injunction against the Owner or Occupant, or, in the alternative, a decree may be procured declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by such Owner on account of the breach of covenant and ordering that the right, title and interest of the Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from re-acquiring such Owner's interest in the Property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in such decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

ARTICLE XII
Normandy Hill Homeowners Association

1. There is a not-for-profit corporation under the general Not For Profit Corporation Act of the State of Illinois having the name "NORMANDY HILL HOMEOWNERS ASSOCIATION" or a similar name which corporation (hereinafter referred to as the "Homeowners Association") shall be the owner of and the governing body for the maintenance and administration of the recreation facilities, certain landscaped areas, parking areas, roadways and driveways.
2. Every Owner shall be a member of the Homeowners Association, which membership shall automatically terminate upon the sale, transfer, or other disposition by a member of his Unit Ownership at which time the new owner shall automatically become a member thereof.
3. Every Owner by acceptance of a deed to his Unit takes the same subject to the covenants, conditions and restrictions set forth in the Declaration of said Homeowners Association and further covenants and agrees to pay to the Homeowners Association such assessments as are levied by the said Homeowners Association. Such assessments shall be a charge and lien against the Owner's Unit as well as the personal obligation of the Owner of the Unit at the time the assessment falls due, all as set forth in said Homeowners Association's

Declaration. The personal obligation shall not pass to an Owner's successor in title. The provisions of Article VI, paragraph (g) shall apply to said assessments. All assessments by the Homeowners Association may be charged and collected by the Condominium Association Board for payment to the Homeowners Association. The Board shall only be acting as a collection body for the payment to the Homeowners Association, and assumes no further liability for said assessments.

4. Every Owner shall have an easement for ingress and egress over and across the area owned, maintained, and administered by the said Homeowners Association. The easement shall run with the land as described in Article IV, Section 3(f).

5. Membership in the Homeowners Association shall be limited to the Owners of each of the Apartment and Townhome units now constructed or to be constructed on the property, which property constitutes the entire Normandy Hill development, and all members, present and future, shall have the same and equal rights and obligations in the recreation facilities, landscaped areas, parking areas, roadways and driveways owned and maintained by said Homeowners Association.

ARTICLE XIII **General Provisions**

1. **Attorneys' Fees.** Any attorneys' fees incurred by the Association arising out of a default by any Unit Owner, his tenant, invitee or guest in the performance of any of the provisions of the Condominium Instruments, rules and regulations or any applicable statute or ordinance shall be added to, and deemed a part of, his respective share of the Common Expense.

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

3. **Waiver of Rights.** Each Owner hereby waives and releases any and all claims which he may have against any other Owner, Occupant, the Association, its officers, members of the Board, the managing agent, if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements,

caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

4. Notices. Notices provided for in this Declaration and in the Condominium Property Act shall be in writing, and shall be addressed to the Board of Association, or any Owner, as the case may be, at the address of the Building (indicating thereon the number of the respective Unit if addressed to an Owner), or at such other address as herein provided. The Association or Board may designate a different address for notices by giving written notice of such change of address to all Owners. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, return receipt requested, or when delivered in person, with written acknowledgment of the receipt thereof, or if addressed to an Owner, when deposited in the mailbox in the Building or at the door of his Unit in the Building. Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

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

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

7. Amendment by Owners. The provisions of Article II, Article III, Article IV, Article VI, paragraphs (b) and (o) of Article VII, paragraph 5 of Article VIII, and this paragraph 7 of Article XIII of this Declaration, may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, all of the Owners and all mortgagees having bona fide liens of record against any Unit Ownerships. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or

rescission, signed and acknowledged by the Board and the Owners of at least three-fourths (3/4) of the number of Units and containing an Affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, no less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Condominium Property Act.

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

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

10. **Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class Condominium building.

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

12. **Owner Utilities.** Each Owner shall pay for his own telephone, electric and other utilities which are separately billed by the respective utilities. Utilities which are not separately metered or billed shall be treated as part of the common expense.

13. **Appraisals.** In the event two arbitrators or appraisers under the terms and provisions of this Declaration have been appointed or selected and they are required to appoint or select a third arbitrator or appraiser, and within ten (10) days after their appointment or selection, they are unable to agree upon a third arbitrator or appraiser, whomever under the relevant provisions and terms of this declaration has the right to appoint an arbitrator or appraiser may apply on behalf of everyone having an interest therein to the then Chief Judge of the United States District Court for the Northern District of Illinois, Eastern Division, for the appointment of such third arbitrator or appraiser. No other party in interest shall raise any question as to the Court's full power and jurisdiction to entertain the application and make the appointment. The fees and expenses of the two (2) original arbitrators or appraisers shall be paid by whomever selected or appointed them and the fees and expenses of the third arbitrator or appraiser shall be divided equally between the two (2) parties in interest.

14. **Determination by Board is Final.** In the event of any dispute or disagreement between any Owners relating to the Property or any question of interpretation or application of the provisions of the Declaration, the determination thereof by the Board shall be binding and final as to each of said Owners.

EXHIBIT A

LEGAL DESCRIPTION

Normandy Hill Unit III, a Subdivision of part of the Southwest $\frac{1}{4}$, Southeast $\frac{1}{4}$, Section 6-42-12 recorded on June 20, 1973 as Document No. 22368487.

<u>PIN NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS</u>
04-06-302-015-1001	101-C	4000 Dundee Road, Northbrook, Illinois 60062
04-06-302-015-1002	102-C	4000 Dundee Road, Northbrook, Illinois 60062
04-06-302-015-1003	103-F	4000 Dundee Road, Northbrook, Illinois 60062
04-06-302-015-1004	104-B	4000 Dundee Road, Northbrook, Illinois 60062
04-06-302-015-1005	105-C	4000 Dundee Road, Northbrook, Illinois 60062
04-06-302-015-1006	106-C	4000 Dundee Road, Northbrook, Illinois 60062
04-06-302-015-1007	107-B	4000 Dundee Road, Northbrook, Illinois 60062
04-06-302-015-1008	108-D	4000 Dundee Road, Northbrook, Illinois 60062
04-06-302-015-1009	109-B	4000 Dundee Road, Northbrook, Illinois 60062
04-06-302-015-1010	201-C	4000 Dundee Road, Northbrook, Illinois 60062
04-06-302-015-1011	202-C	4000 Dundee Road, Northbrook, Illinois 60062
04-06-302-015-1012	203-B	4000 Dundee Road, Northbrook, Illinois 60062
04-06-302-015-1013	204-A	4000 Dundee Road, Northbrook, Illinois 60062
04-06-302-015-1014	205-B	4000 Dundee Road, Northbrook, Illinois 60062
04-06-302-015-1015	206-C	4000 Dundee Road, Northbrook, Illinois 60062
04-06-302-015-1016	207-C	4000 Dundee Road, Northbrook, Illinois 60062
04-06-302-015-1017	208-B	4000 Dundee Road, Northbrook, Illinois 60062
04-06-302-015-1018	209-D	4000 Dundee Road, Northbrook, Illinois 60062
04-06-302-015-1019	210-B	4000 Dundee Road, Northbrook, Illinois 60062
04-06-302-015-1020	301-E	4000 Dundee Road, Northbrook, Illinois 60062
04-06-302-015-1021	302-E	4000 Dundee Road, Northbrook, Illinois 60062
04-06-302-015-1022	303-A	4000 Dundee Road, Northbrook, Illinois 60062
04-06-302-015-1023	304-E	4000 Dundee Road, Northbrook, Illinois 60062
04-06-302-015-1024	305-E	4000 Dundee Road, Northbrook, Illinois 60062
04-06-302-015-1025	306-D	4000 Dundee Road, Northbrook, Illinois 60062

EXHIBIT B

PERCENTAGES OF OWNERSHIP

<u>UNIT NO.</u>	<u>% OF INTEREST</u>
101-C	.042064000
102-C	.042064000
103-F	.039056000
104-B	.033035000
105-C	.042064000
106-C	.042064000
107-B	.033035000
108-D	.040259000
109-B	.033035000
201-C	.042064000
202-C	.042064000
203-B	.033035000
204-A	.036121000
205-B	.033035000
206-C	.042064000
207-C	.042064000
208-B	.033035000
209-D	.040259000
210-B	.033035000
301-E	.050042000
302-E	.050042000
303-A	.036121000
304-E	.050042000
305-E	.050042000
306-D	.040259000

100%