

155

NAME -- HARBOR RIDGE CONDOMINIUM NO. /

STATE OF ILLINOIS

PURSUANT TO THE CONDOMINIUM PROPERTY ACT OF THE

PREMISES AT ROUTE 59 AND GRASS LAKE ROAD,
ANTIOCH (LAKE VILLA) TOWNSHIP, LAKE COUNTY, ILLINOIS

OF

ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP

D E C L A R A T I O N

1920599

MAY 31 1978

PAGE	SUBJECT	ARTICLE
3	DEFINITIONS	I.
4	UNITS	II.
5	COMMON ELEMENTS	III.
5	GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS	IV.
13	ADMINISTRATION	V.
26	ASSESSMENTS - MAINTENANCE FUND	VI.
30	COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY	VII.
33	SALE, LEASING OR OTHER ALIENATION	VIII.
39	DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS	IX.
42	SALE OF THE PROPERTY	X.
43	REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS	XI.
45	GENERAL PROVISIONS	XII.
50	DEVELOPMENT PROPERTY	XIII.
53	ANNEXING ADDITIONAL PROPERTY	XIV.
	LEGAL DESCRIPTION OF THE PARCEL	EXHIBIT A
	UNIT SURVEYS	EXHIBIT B
	SCHEDULE OF PERCENTAGE INTERESTS IN COMMON ELEMENTS	EXHIBIT C

INDEX TO DECLARATION

"HARBOR RIDGE CONDOMINIUM NO. /"

for

EASEMENTS, RESTRICTIONS AND COVENANTS

and of

DECLARATION OF CONDOMINIUM OWNERSHIP

1920599

WHEREAS, the Declarant is the record owner of the following described real estate:
The Real Estate described on Exhibit "A",
attached hereto and forming a part hereof;

W I L N E S S E T H : T H A T

THIS DECLARATION made and entered into by CENTRAL NATIONAL BANK IN CHICAGO, a National Banking Association, as Trustee under Trust Agreement dated June 4, 1976, and known as Trust No. 21825, and not individually, for convenience hereinafter referred to as the "Declarant",

"HARBOR RIDGE CONDOMINIUM NO. / "

for

EASEMENTS, RESTRICTIONS AND COVENANTS

and of

DECLARATION OF CONDOMINIUM OWNERSHIP

to promote and protect the cooperative aspect of ownership and to set forth, all of which are declared to be in furtherance of a plan to, the rights, easements, privileges, and restrictions hereinafter the benefits of, and shall at all times hold their interests subject

acquiring any interest in the property shall at all times enjoy that the several owners, mortgagees, occupants, and other persons

WHEREAS, the Declarant has further elected to declare

respect to the proper use, conduct and maintenance thereof; and

certain mutually beneficial restrictions and obligations with certain easements and rights in, over and upon said premises and

which shall be known as "Harbor Ridge Condominium No. /",

future owners or occupants of the property, or any part thereof,

the benefit of such Declarant and for the mutual benefit of all

WHEREAS, the Declarant has elected to establish, for

from time to time; and

"Condominium Property Act" of the State of Illinois, as amended

"CONDOMINIUM", and to submit the property to the provisions of the

that certain type or method of ownership commonly known as

Declarant and by each successor in interest of Declarant, under

thereto (hereinafter called the "property"), to be owned by

and all rights and privileges belonging or in anywise pertaining

improvements and other permanent fixtures of whatsoever kind thereon,

to cause said real estate together with all buildings, structures,

WHEREAS, it is the desire and intention of the Declarant

of the aforesaid trust; and

constructed or intended to be constructed by the beneficiaries

(Lake Villa) Township, is the site of certain residential units

of Grass Lake Road and west of Route 59 (Illinois) in Antioch

WHEREAS, the above described real estate, located south

and

facilitate the proper administration of such property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property;

NOW, THEREFORE, CENTRAL NATIONAL BANK IN CHICAGO, a National Banking Association, as Trustee aforesaid and not individually, as the record owner of the real estate hereinbefore described, and for the purposes above set forth DECLARES AS FOLLOWS:

ARTICLE I

DEFINITIONS

For the purpose of brevity and clarity, certain words

and terms used in this Declaration are defined as follows:

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.

Parcel:

All of the real estate above described.

Building:

A Building located on the Parcel containing one or more Units, as more specifically hereafter described in Article II.

Property:

All the land, property and space comprising the Parcel, all improvements and structures constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of the Unit owners.

Unit:

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

Common Elements:

All of the Property except the Units.

Unit Ownership:

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

Parking Area:

The part of the Common Elements provided for parking automobiles, including indoor parking areas, as shown on Exhibit "B" attached hereto, but not including parking garages constituting part of the Unit.

No Owner shall own any pipes, wires, conduits, public utility lines or structural components running through his Unit and serving more than his Unit except as a tenant in common with all other Owners.

2. Certain Structures Not Constituting Part of a Unit.

shown on Exhibit "B".
rated into any tracts or parcels different from the whole Unit as
wise, subdivide or in any other manner cause his Unit to be sepa-
Condominium Property Act, no Owner shall, by deed, plat or other-
good and sufficient for all purposes. Except as provided by the
shown on Exhibit "B", and every such description shall be deemed
may legally describe a Unit by its identifying number or symbol as
in Exhibit "B". Every deed, lease, mortgage or other instrument
consist of the identifying number or symbol of such Unit as shown
thereof in Exhibit "B". The legal description of each Unit shall
the horizontal and vertical planes set forth in the delineation
stood that each Unit consists of the space enclosed or bounded by
as Exhibit "B" and made a part of this Declaration. It is under-
located on the Parcel are delineated on the surveys attached hereto
1. Description and Ownership. All Units in the Building(s)

UNITS

ARTICLE II

Occupant: Person or persons, other than an Owner, in possession of a Unit.
Owner: The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit hereof, unless otherwise specifically provided therein 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.
Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
Parking Space: A part of the Property within the Parking Area intended for the parking of a single automobile.

The property is hereby submitted to the provisions of the "Condominium

1. Submission of Property to "Condominium Property Act".

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

ARTICLE IV

attached hereto.

of ownership in the Common Elements is as set forth in Exhibit "C" Declarant has so determined each Unit's corresponding percentage approval of all Owners or except as otherwise provided herein. The shall remain constant, and may not be changed without unanimous shall be expressed by a percentage amount and, once determined, and run with his Unit. The extent or amount of such ownership permitted by this Declaration, which right shall be appurtenant to of his Unit as a place of residence, and such other incidental uses Common Elements for all purposes incident to the use and occupancy wise limited in this Declaration, shall have the right to use the with all the other Owners of the Property, and, except as other-

an undivided interest in the Common Elements as a tenant in common 2. Ownership of Common Elements. Each Owner shall own

walls, floors and ceilings as are not located within the Units. utility installations to the outlets, and such component parts of (if any), pipes, ducts, flues, chutes, conduits, wires and other area is part of a Unit), common heating and air-conditioning units Building, basement, Parking Area (except in cases in which a parking lobbies, corridors, storage areas, roof, structural parts of the elevators (if any), entrances and exits, halls, balconies, patios, foregoing, the Common Elements shall include the land, stairways, Property except the Units. Without limiting the generality of the provided, the Common Elements shall consist of all portions of the 1. Description. Except as otherwise in this Declaration

COMMON ELEMENTS

ARTICLE III

encroachment or use of the Common Elements be created in favor of provided, however, that in no event shall a valid easement for any so long as all or any part of the Building shall remain standing; the benefit of such Unit and the Common Elements, as the case may be, of the Common Elements are hereby established and shall exist for easements for the maintenance of such encroachment and for such use encroach or shall hereafter encroach upon any part of any Unit, valid systems, any main pipes, ducts or conduits serving more than one Unit if by reason of the design or construction of utility and ventilation the use or enjoyment of the Common Elements by other Unit Owners, or, appurtenant to said Unit, which will not unreasonably interfere with or occupy any portion of the Common Elements for any reasonable use of any Unit, it shall be necessary or advantageous to an Owner to use part of another Unit, or, if by reason of the design or construction any part of any Unit encroaches or shall hereafter encroach upon any or shall hereafter encroach upon any part of the Common Elements, or encroach upon any part of any Unit, or any part of any Unit encroaches any part of the Common Elements encroaches or shall hereafter en- by reason of the construction, settlement or shifting of a Building, 3. Easements. (a) Encroachments. In the event that,

therein.

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

Property Act" of the State of Illinois.

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

or in part within the Unit boundaries. through the walls of a Unit, whether or not such walls lie in whole conduits, public utility lines or structural components running lay, operate, maintain, repair and replace any pipes, wires, ducts, going. Easements are also hereby declared and granted to install, Owner, such instruments as may be necessary to effectuate the fore- acknowledge and record or register, for and in the name of such hereby grants the Board an irrevocable power of attorney to execute, along and on any portion of said Common Elements, and each Owner for utility purposes for the benefit of the Property over, under, called the "Board" may hereafter grant other or additional easements the Property for said purpose. The Board of Managers (hereinafter together with the reasonable right of ingress to and egress from for the purpose of providing utility services to the Property, apparatus and other equipment, into and through the Common Elements and maintain conduits, cables, pipes, wires, transformers, switching granted the right to lay, construct, renew, alter, remove, operate and all other public utilities serving the Property are hereby Company, Commonwealth Edison Company, Northern Illinois Gas Company

(b) Utility Easements. Illinois Bell Telephone

Owner. other Owners and if it occurred due to the willful conduct of any teres with the reasonable use and enjoyment of the Property by the any Owner if such encroachment or use is detrimental to or inter-

he shall first obtain the written consent of said Board so to do.

(d) Parking Area. The Parking Areas as shown on Exhibit "B" attached hereto shall be part of the Common Elements. The Parking Areas shall be used and operated in such manner and subject to such rules and regulations as the Board may prescribe from time to time. The Declarant hereby reserves the right, until sale and conveyance of all Unit Ownerships, to sell and grant to any Owner and to no other person an easement for the perpetual and exclusive use of at least one designated Parking Space (but not more than two such exclusive Parking Spaces for any Owner), which easement shall be deemed to be appurtenant to and pass with the title to the Unit to which appurtenant (and in no other manner) even though not expressly mentioned in the document passing title to the Unit. The Declarant shall, in the event of exercise of such reserved right, give the Board notice thereof and the name of the Owner to whom the Declarant has granted the easement, which notice shall be conclusive upon the Board and all Owners as to the rights of the Owner designated in such notice. Subject to the foregoing, the Board may determine to grant exclusive use and possession to designated parking stalls in any portion of the property allocated to parking purposes to Owners, and the Board may in any event prescribe such rules and regulations with respect to such Parking Areas as the Board may deem fit and may, additionally, operate any Parking Areas itself or lease any Parking Areas for operation by others upon such terms as it may deem fit. All revenue received by the Board or by the "Association" (as defined in Article V, Section 2 hereof) from any said Parking Areas, less operation expenses thereof, if any, shall be applied in accordance with the By-Laws. Such exclusive use and possession given an Owner or Owners shall be subject to such rules and regulations as the Board may deem fit to impose, which may include a requirement that such exclusive use and

Owner shall have the right or authority to mortgage or otherwise with his respective ownership interest in the Common Elements. No the right to mortgage or encumber his own respective Unit, together (g) Separate Mortgages of Units. Each Owner shall have

and set forth in their entirety in such documents. completely as though such easements and rights were recited fully trustees of such part or portion of the Property as fully and easements and rights to the respective grantees, mortgagees and this Declaration, shall be sufficient to create and reserve such rights described in this Article, or described in any other part of or trust deed or other evidence of obligation, to the easements and Reference in the respective deeds of conveyance, or in any mortgage having an interest in the Property, or any part or portion thereof. and assigns, and any Owner, purchaser, mortgagee and other person to the benefit of and be binding on the undersigned, its successors perpetually in full force and effect, and at all times shall inure described herein are easements appurtenant, running with the land, (f) Easements to Run with Land. All easements and rights

due to the negligence of the Board and/or the Association. not be responsible for any loss or damage thereto whether or not not be considered the bailee of such personal property and shall perty in such storage area. The Board and the Association shall prescribe. Each Owner shall be responsible for his personal pro- manner and subject to such rules and regulations as the Board may of such area shall be allocated among the respective Owners in such be part of the Common Elements, and the exclusive use and possession Owners' personal property, outside of the respective Units, shall (e) Storage Area. Any storage area in a Building, for

an Owner rather than a Common Expense. portion of the Common Elements subject thereto as an expense of possession encompass the obligation to clean and maintain that

for, at his own expense:

paragraph (a) above, each owner shall furnish and be responsible

(b) By the Owner. Except as otherwise provided in

of this Declaration.

responsibility of an individual Owner under any other provision

be located at or beyond the wall outlets, or which may be the

Article II, exclusive of any portions of the foregoing which may

which may be located within the Unit boundaries as specified in

wiring and other facilities for the furnishing of utility services

shall maintain, repair and replace all conduits, ducts, plumbing,

floor surfaces. In addition, the Association, through the Board,

of the Building, excluding, however, interior wall, ceiling and

those portions, if any, of each Unit which contribute to the support

shall be responsible for the maintenance, repair and replacement of

(a) By the Board. The Board, at the Association's expense,

4. Maintenance, Repairs and Replacement of Units.

billed to each user by the respective utility company.

electricity and other utilities which are separately metered or

(i) Utilities. Each Owner shall pay for his own telephone,

ownership interest in the Common Elements.

share thereof in accordance with his respective percentage of

the Property as a whole, then each Owner shall pay his proportionate

such taxes are not separately taxed to each Owner, but are taxed on

Elements, as provided in the Act. In the event that, for any year,

Unit and his corresponding percentage of ownership in the Common

real estate taxes are to be separately taxed to each Owner for his

(h) Separate Real Estate Taxes. It is intended that

the Common Elements as aforesaid.

except his own Unit and his own respective ownership interest in

encumber in any manner whatsoever the property or any part thereof,

1920599

(1) All of the maintenance, repairs and replacements within his own Unit and of the doors and windows appurtenant thereto, and all internal installations of such Unit such as refrigerators, ranges, and other electrical fixtures, and heating, plumbing and air-conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries as specified in Article II, provided, however, such maintenance, repairs and replacements as may be required for the functioning of the heating system and the plumbing within the Unit, and for the bringing of water, gas and electricity to the Unit, shall be furnished by the Board as part of the Common Expenses. The Board may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Building personnel as a Common Expense.

(2) All of the decorating within his own Unit from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceilings as lie within the boundaries of his Unit as shown on the Plat, and such Owner shall maintain such portions in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board. Each Owner who shall elect to install in any portion of his Unit hard surface floor covering (i.e., tile, slate, ceramic, etc.) shall be first required to install a sound-absorbent undercushion of such kind and quality as to prevent the transmission of noise to the Unit below. The interior and exterior surfaces of all windows forming

5. Negligence of Owner. If, due to the negligent act or omission of an Owner, or of a member of his family or household pet

to in writing in advance by the Board or Association. formed or paid for, unless the same shall have been agreed Board or Association, but which the Owner himself has per- Owner for any work, ordinarily the responsibility of the shall have a claim against the Board, Association or another withstanding anything hereinabove to the contrary, no Owner proceeds under policies of insurance. In addition and not- entitled to the benefit of any construction guarantee or construction of the property, nor because they may become latent or patent defect in material or workmanship in the maintenance, repair or replacement is required to cure a discharged or postponed by reason of the fact that any such and Owners set forth in this Declaration shall not be limited, negligence. The respective obligations of the Association liability shall be limited to damages resulting from Association for maintenance, repair and replacement, but its construed to impose a contractual liability upon the Board or of the Common Expenses. Nothing herein contained shall be by the Board, shall be furnished by the Association as part tenance, repair or replacement work on the Common Elements damage to existing decorating of such units caused by main- redecorating of units to the extent made necessary by any interior surfaces within the units as above provided, and any of the Board. Decorating of the Common Elements (other than the Building, shall be subject to the rules and regulations draperies, shades or other items visible on the exterior of covering of the interior surfaces of such windows, whether by at the expense of each respective Owner. The use of and the part of a perimeter wall of a unit shall be cleaned or washed

1. Administration of Property. The direction and administration of the Property shall be vested in a Board of Managers (the "Board"), consisting of five (5) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Owners or a spouse of an Owner and shall reside on the Property; provided, however, that in the event an Owner is a

ADMINISTRATION

ARTICLE V

approval of the Board.

thereo, shall be made by any Owner without the prior written tions of any Common Elements, or any additions or improvements

7. Alterations, Additions and Improvements. No altera-

or fixtures affecting or serving other Units or the Common Elements. placements of or to the Common Elements or any equipment, facilities may be required in connection with maintenance, repairs, or re- shall be entitled to reasonable access to the individual Units as the Board, or of the manager or managing agent for the Building, the Board. The authorized representatives of the Association or individual Owners shall be subject to the rules and regulations of other Units or the Common Elements, then the use thereof by the to similar equipment, facilities or fixtures affecting or serving facilities and fixtures within any Unit or Units shall be connected 6. Joint Facilities. To the extent that equipment,

replacements as may be determined by the Board. Owner shall pay for such damage and such maintenance, repairs and required which would otherwise be at the Common Expense, then such owned by others, or maintenance, repairs or replacements shall be damage shall be caused to the Common Elements or to a Unit or Units or of a guest or other authorized occupant or visitor of such Owner,

3. Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "voting member". Such voting member may be the

automatically become a member therein.
member of his Unit Ownership, at which time the new Owner shall terminate upon the sale, transfer or other disposition by such shall be a member therein, which membership shall automatically Property Act. Upon the formation of such Association, every Owner "Board of Managers" referred to herein and in the Condominium Board of Directors of the Association shall be deemed to be the replacement, administration and operation of the Property. The be the governing body for all the Owners for the maintenance, repair, which corporation (herein referred to as the "Association") shall Ridge Condominium No. / Association" or a name similar thereto, Corporation Act of the State of Illinois, to be called "Harbor not-for-profit corporation under the General Not For Profit Managers at any time thereafter, may cause to be incorporated a the election of the first Board of Managers, and the Board of Trust No. 21825, upon the sale of one or more Units, and prior to 2. Association. The beneficiaries of the aforesaid

reside on the Property.
except that a Board member nominated by the Declarant need not a member of the Board, if such person resides on the Property, or agent of such other legal entity, shall be eligible to serve as or other designated agent of such trust or any individual manager any partner of such partnership, any individual beneficiary, trustee person designated by such corporation as its agent for such purpose, a natural person or persons, then any officer, director or other corporation, partnership, trust or other legal entity other than

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

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

(b) Annual Meeting. The initial meeting of the voting members shall be held upon ten (10) days' written notice given by the Declarant. Such written notice may be given at any time after at least 75% of the Units are occupied, but must be given not later than sixty (60) days after all of the Units (including added Units pursuant to Article XIV hereof) are occupied. The formation of the Association by the Declarant shall not require Declarant to

each voting member shall be entitled to vote on a cumulative voting Managers. In all elections for members of the Board of Managers, the initial meeting the voting members shall elect a Board of 6. Board of Managers (Board of Directors). (a) At

been given to the Board. respect to which such voting right appertains, if no address has pose of service of such notice, or to the Unit of the Owner with such person at the address given by him to the Board for the pur- to the persons entitled to vote at such meeting, addressed to each to be given herein may be delivered either personally or by mail 5. Notices of Meetings. Notices of meetings required

the meeting and the matters to be considered. meeting. The notices shall specify the date, time and place of not less than ten (10) days prior to the date fixed for said members having one-fourth (1/4) of the total votes and delivered notice, authorized by a majority of the Board, or by the voting reasonable purpose. Said meetings shall be called by written approval of all or some of the voting members, or for any other matters which, by the terms of this Declaration, require the members may be called at any time for the purpose of considering (c) Special Meetings. Special meetings of the voting

ten (10) days prior to the date fixed for said meeting. notice of the Board delivered to the voting members not less than days before or after such date) as may be designated by written at such other reasonable time or date (not more than thirty (30) of October of each succeeding year thereafter at 7:30 p.m., or October following such initial meeting, and on the first Tuesday an annual meeting of the voting members on the first Tuesday of provided in the preceding sentence. Thereafter, there shall be call the initial meeting of the voting members any earlier than

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. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting the five (5) Board members shall be elected for a term of one (1) year. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3), and that the terms of the persons on the Board shall not be longer than two years. 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) of the total votes. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, may be filled by unanimous vote of the remaining members thereof or by majority vote of the voting members present at a special meeting of the voting members called for such purpose. 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. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. A majority of the total number of members on the Board shall constitute a quorum.

(b) The Board shall elect from among its members a President, who shall preside over both its meetings and those of the voting members and 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 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.

thereof;

management and operation of the Property and the Common Elements

(d) To formulate policies for the administration,

below;

(subject to Article V, Section 8(n) and Article XII, Section 1

such compensation and with such authority as the Board may approve

Elements thereof for all of the Owners, upon such terms and for

agent who shall manage and operate the Property and the Common

(c) To engage the services of a manager or managing

the Property;

(b) To administer the affairs of the Association and

above provided;

(a) To elect the officers of the Association as herein-

duties:

the Act, the Board shall have the following general powers and

general powers which may be provided by law, this Declaration and

7. General Powers of the Board. Without limiting the

a meeting.

meeting without notice, or consent to any action of the Board without

writing waive notice of a meeting, or consent to the holding of a

delivered personally or by mail or telegram. Any director may in

less than forty-eight (48) hours' notice in writing to each director,

upon call by the President or by a majority of the Board on not

at the same place. Special meetings of the Board shall be held

immediately following the annual meeting of the voting members and

(d) An annual meeting of the Board shall be held

the same meeting or any subsequent meeting called for that purpose.

removed may be elected by majority vote of the voting members at

purpose. A successor to fill the unexpired term of a Board member

(2/3) of the total votes, at any special meeting called for the

affirmative vote of the voting members having at least two-thirds

(c) Any Board member may be removed from office by

Managing agent on behalf of the Board) for the benefit of all the

8. Specific Powers of the Board. The Board (or the

Declaration.

powers and duties of a Board of Managers referred to in this

of Managers or Owners as a group referred to in the Act, and all

(j) To exercise all other powers and duties of the Board

Owners; and

resolution duly adopted at any annual or special meeting of the

issue or matter as elsewhere herein specified), as expressed in a

Owners (unless a greater plurality is required with respect to any

(i) To comply with the instructions of a majority of the

provided;

respective shares of such estimated expenses, as hereinafter

provide the manner of assessing and collecting from the Owners their

(h) To estimate the amount of the annual budget, and to

agent);

employees or other personnel may be the employees of the managing

gate such powers to the manager or managing agent (and any such

and operation of the Property and the Common Elements, and to dele-

for the maintenance, repair, replacement, administration, management

engage or contract for the services of others, and to make purchases,

of employees and other personnel, including accountants, and to

(g) To provide for the designation, hiring and removal

or managing agent;

vouchers or to delegate such approval to the officers or the manager

of the Common Elements and payments therefor, and to approve payment

(f) To provide for the maintenance, repair and replacement

regulations from time to time;

Property and the Common Elements, and to amend such rules and

governing the administration, management, operation and use of the

(e) To adopt administrative rules and regulations

company authorized to do trust business in Illinois, and having a

The Board may engage the services of any bank or trust

written notice to the mortgagee of each Unit.

for non-payment of premiums without at least ten (10) days' prior
an endorsement to the effect that such policy shall not be terminated

(10) days after the date of payment. Such policies shall contain

mortgagee of each Unit Ownership of each premium payment within ten

such policies to avoid any lapse in coverage and shall notify the

carried individually by the Owners. The Board shall promptly renew

shall be without contribution as respects other such policies

in the Common Elements as established in Exhibit "C". Such policies

of the Owners in their respective percentages of ownership interest

shall be payable to, the members of the Board as trustees for each

policies shall be adjusted by, and the proceeds of such insurance

ance coverage shall be written in the name of, losses under such

insurable replacement cost shall be common expenses. Such insur-

and appraisal fees in connection with such determinations of full

the period of reconstruction thereof. Premiums for such insurance

for payment of common expenses with respect to damaged Units during

cost (to be determined from time to time by the Board) and providing

may deem desirable, for not less than full insurable replacement

coverage, explosion of boilers and such other hazards as the Board

premises, vandalism, malicious mischief, perils covered by extended

and the Units against loss or damage by fire, lightning, removal from

(b) Insurance for the Property insuring the Common Elements

for the Units.

for the Common Elements and (if not separately metered or charged)

electricity and telephone and other necessary utility services

(a) Water, waste removal, professional management fees,

and hereinafter provided for, the following:

Owners, shall acquire and shall pay for out of the maintenance

