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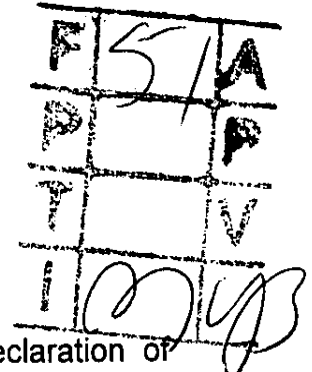


THIS DOCUMENT HAS BEEN
PREPARED BY, AND AFTER
RECORDATION SHOULD BE
RETURNED TO:

Arnstein & Lehr
120 South Riverside Plaza
Suite 1200
Chicago, Illinois 60606
Attention: David M. Bendoff

REMAINING FEE \$ 5.00
11/20/98

SECOND AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE BARCLAY



This document is recorded for the purpose of amending the Declaration of Condominium Ownership (hereafter referred to as "Declaration") for The Barclay Condominium Association (hereafter referred to as "Association") which Declaration was recorded on September 5, 1973, as Document No. 22467238 in the Office of the Recorder of Deeds of Cook County, Illinois, against the property (hereafter referred to as "Property") legally described in Exhibit "A" attached hereto.

This amendment is adopted pursuant to the provisions of Section 27(b)(1) of the Illinois Condominium Property Act (the "Act"), 765 ILCS 605/27. This section of the Act provides that, where there is an omission or error in the Declaration, By-Laws or other condominium instruments, the Association may correct the error or omission by an amendment in order to conform the instrument with the provisions of the Act. The amendment may be adopted by a vote of two-thirds (2/3) of the members of the Board of Managers unless the Board of Managers' action is rejected by a majority of the votes of the unit owners at a meeting of the unit owners duly called for that purpose pursuant to a written petition of the unit owners having twenty percent of the votes of the Association



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filed within thirty (30) days after the action of the Board of Managers to approve the amendment.

RECITALS

WHEREAS, by the Declaration and By-Laws recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been submitted to the provisions of the Act; and

WHEREAS, provisions of the Act establish certain requirements which the Association is required by law to follow, and with which the present Declaration and By-Laws are in conflict; and

WHEREAS, because of this conflict between the language of the Declaration and By-Laws and the Act, there is the likelihood that confusion, illegal action, or litigation could result imposing needless financial expense on the Association and individual unit owners and possibly also calling into question the validity of actions of the Board of Managers of the Association; and

WHEREAS, Section 27(b)(1) of the Act provides a procedure for amending the Declaration and By-Laws to correct omissions and other errors in the Declaration and By-Laws; and

WHEREAS, this amendment to the Declaration and By-Laws was approved by at least two-thirds (2/3) of the members of the Board of Managers of the Association at a duly called meeting held May 13, 1997; and

WHEREAS, the Board of Managers of the Association has given written notice of its action to all unit owners according to the procedures set forth in the Act; and

WHEREAS, the requisite number of unit owners failed to submit a written petition to the Board of Managers within thirty days of the Board of Managers' action, as provided by Section 27(b)(3) of the Act;

NOW THEREFORE, the Declaration of Condominium for The Barclay Condominium Homeowners Association is hereby amended in accordance with the text as set forth in Exhibit "B", which is attached hereto and made a part hereof.

Except as expressly provided in this amendment, the remaining provisions of the Declaration and By-Laws are hereby confirmed and ratified and shall continue in full force and effect without change.

UNOFFICIAL COPY**EXHIBIT "A"
LEGAL DESCRIPTION**

Unit Numbers 2 A, 3 A, 4 A, 5 A, 6 A, 7 A, 8 A, 9 A, 10 A, 11 A, 12 A, 13 A, 14 A, 15 A, 16 A, 17 A, 18 A, 19 A, 20 A, 2 BX, 3 BX, 4 BX, 5 B, 6 B, 7 B, 8 BX, 9 BX, 10 BX, 11 B, 12 B, 13 BX, 14 B, 15 BX, 16 B, 17 B, 18 BX, 19 BX, 20 B, 2 C, 3 C, 4 C, 5 CX, 6 CX, 7 CX, 8 C, 9 C, 10 C, 11 CX, 12 CX, 13 C, 14 CX, 15 C, 16 CX, 17 CX, 18 C, 19 C, 20 C, 2 F, 3 F, 4 F, 5 F, 6 F, 7 F, 8 F, 9 F, 10 D, 11 D, 12 D, 13 D, 14 D, 15 F, 16 F, 17 D, 18 D, 19 F, 20 F, 10 E, 11 E, 12 E, 13 E, 14 E, 17 E, 18 E,

as delineated upon the Plat of Survey ("Plat") of the real estate described as follows:

That part of Block 6 in Chicago Beach Addition, being a Subdivision of Lot "A" in Beach Hotel Company's consolidation of certain tracts in fractional Sections 11 and 12, Township 38 North, Range 14 East of the Third Principal Meridian: Beginning at a point on the East line of said Block 6 which is 125 feet North of the Southeast corner of said Block, running thence North along said East Block line a distance of 30.54 feet to a corner of said Block; thence Northwesterly along the Northeasterly line of said Block, a distance of 116.13 feet; thence Southwesterly at right angles to said Northeasterly Block line, a distance of 41.13 feet to an intersection with a line 107 feet East of and parallel to the West line of said Block; thence South along said parallel line a distance of 100 feet to a point 125 feet North of the South line of said Block, and thence East along a line parallel with the South line of said Block, a distance of 107 feet to the place of beginning, all in Cook County, Illinois,

which Plat is attached as Exhibit "B" to the Declaration of Condominium Ownership ("Declaration") recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as document number 22467238, together with the percentage of the common elements appurtenant to said units as set forth in said Declaration.

Commonly Known As: 4940 South East End Avenue
Chicago, Illinois 60615

Permanent Index Number: 20-12-102-007-1001
through and including: 20-12-102-007-1083

EXHIBIT "B"
TEXT OF AMENDMENT
TO EXHIBIT "D"
ATTACHED TO AND MADE PART OF
DECLARATION OF CONDOMINIUM OWNERSHIP
BY-LAWS
OF
THE BARCLAY CONDOMINIUM HOMEOWNERS ASSOCIATION

1. Article I, Section 1 is hereby amended by adding the following:

"The Association shall have one class of membership."

2. Article 1, Section 3 is hereby amended by deleting the third (last) sentence in its entirety and replacing it with the following:

"One of the purposes of the annual meeting shall be to elect members of the Board of Managers. Special meetings of the Unit Owners can be called by the resident, Board of Managers, or by twenty percent (20%) of Unit Owners."

3. Article I, Section 4 is hereby amended by adding the following:

"Where there is more than one owner of a Unit, if only one of the multiple owners is present at a meeting of the Association, he or she shall be entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There is majority agreement when any one of the multiple owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

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 eleven 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 give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

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When thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of members specified in the Condominium Property Act or in the condominium instruments 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."

4. Article I, Section 6 is hereby deleted in its entirety and replaced with the following:

"The presence, in person or by proxy, of twenty percent (20%) of the Unit Owners at any meeting of the Association shall constitute a quorum unless the Unit Owners holding a majority of the percentage interest in the Association provide for a higher percentage."

5. Article I is hereby amended by adding the following Section 7:

"Section 7. In the event of a resale of a Unit, the purchaser of a Unit from a seller pursuant to an installment contract to 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 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 an installment contract shall be made available to the Association or its agent. 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 (765 ILCS 75/1)."

6. Article I is hereby amended by adding the following Section 8.

"Section 8. Written notice of any membership meeting shall be mailed or delivered giving Unit Owners no less than ten (10) and no more than thirty (30) days notice of the time, place, and purpose of such meeting."

7. Article I is hereby amended by adding the following Section 9:

"Section 9. Matters subject to the affirmative vote of not less than two-thirds of the votes of Unit Owners at a meeting duly called for that purpose shall

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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."

8. Article I is hereby amended by adding the following Section 10:

"Section 10. The Association may, upon adoption of the appropriate rules by the Board of Managers, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the unit and the vote itself, provided that the Board further adopt rules to verify the status of the Unit Owner issuing a proxy or casting a ballot. 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."

9. Article II, Section 1 is hereby amended by adding the following:

"A majority of the directors then in office shall constitute a quorum. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by the Act or the By Laws."

10. Article II, Section 2 is hereby amended by deleting the first sentence in its entirety and replacing it with the following:

"The Board shall be elected from among the Unit Owners, and each director shall be a Unit Owner (or, if a Unit Owner is a corporation, partnership or trust, a director may be an officer, partner or beneficiary of such Unit Owner or officer of employee of the managing agent for building)."

11. Article II, Section 2 is hereby amended by adding the following:

"No member of the Board or officer shall be elected for a term of more than two years, but officers and Board members may succeed themselves. 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. The Board of Managers may disseminate to the Unit Owners biographical and background information about candidates for election to the Board if 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 the Board does not express a preference in favor of any candidate."

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12. Article II, Section 3 is hereby amended by adding the following:

"Additionally, the remaining members of the Board may fill a vacancy on the Board by a two-thirds ($\frac{2}{3}$) vote until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for the purpose of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting."

13. Article II, Section 4 is hereby deleted in its entirety and replaced with the following:

"An annual meeting of the Board shall be held immediately following the annual meeting of Unit Owners and at the same place. The Board shall meet at least four (4) times annually. Special meetings of the Board of Managers can be called by the President or twenty-five percent (25%) of the members of the Board. Meetings of the Board shall be open to any Unit Owner except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board of Managers finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings or portions thereof required to be open by tape, film, or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of such meetings shall be mailed or delivered 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. In addition, copies of notices of meetings of the Board of Managers shall be posted in entranceways, elevators, or other conspicuous places in the condominium at least forty-eight (48) hours prior to the meeting of the Board of Managers except where there is no common entranceway for seven (7) or more Units, the Board of Managers may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted. Any director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting."

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14. Article II, Section 7 is hereby amended by adding the following Subsection (m):

(m) The powers and duties of the Board of Managers shall also include, but shall not be limited to, the following:

- (1) To provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. Nothing in this subsection shall be deemed to invalidate any provision in the condominium instruments placing limits on expenditures for the Common Elements, provided, that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. The terms "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment, with the functional equivalent of the original portions of such areas. Replacement of the common elements may result in an improvement over the original quality of such elements or facilities; provided that, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board of Managers, upon written petition by Unit Owners with 20 percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider such expenditure; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified;
- (2) To prepare, adopt and distribute the annual budget for the Property;
- (3) To levy and expend assessments;
- (4) To collect assessments from Unit Owners;
- (5) To provide for the employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;

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- (6) To obtain adequate and appropriate kinds of insurance;
- (7) To own, convey, encumber, lease and otherwise dealing with Units conveyed to or purchased by it;
- (8) To adopt and amend rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Condominium Property Act, except that no quorum is required at such 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 Condominium Property Act or the condominium instruments;
- (9) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (10) To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to other Units;
- (11) To pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium;
- (12) To impose charges for late payment of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines for violation of the Declaration, By-Laws, and rules and regulations of the Association;
- (13) By a majority vote of the entire Board of Managers, to assign the right of the Association to future income from Common

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Expenses or other sources, and to mortgage or pledge substantially all of the remaining assets of the Association;

- (14) 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;
- (15) 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;
- (16) To seek relief on behalf of all Unit Owners when authorized pursuant to Subsection (c) of Section 10 of the Condominium Property Act from or in connection with the assessment or levying of real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body;
- (17) To reasonably accommodate the needs of a handicapped Unit Owner as required by the federal Civil Rights Act of 1968, the Human Rights Act and any applicable local ordinances, in the exercise of its powers with respect to the use of Common Elements or approval of modifications in an individual Unit."

15. Article II, Section 7 is hereby amended by adding the following Subsection (n):

"(n) The Board of Managers may not enter into a contract with a current Board member or with a corporation or partnership in which a Board member or a member of the Board member's immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Unit Owners, for an election to approve or disapprove the contract. Such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this provision, a Board member's immediate family means the Board member's spouse, parent, and children."

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16. Article II, Section 7 is hereby amended by adding the following Subsection (o):

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

17. Article III, Section 1(c) is hereby deleted in its entirety and replaced with the following:

"A Secretary from among the Board, who shall keep the minutes of all meetings of the Board and of the Unit Owners and who shall, in general, perform all the duties incident to the Office of Secretary. The Secretary of the Association is hereby designated as the person to mail and receive all notices as provided for in the Condominium Property Act and in this Declaration. Unless otherwise provided by the Condominium Property Act, amendments to the condominium instruments authorized to be recorded shall be executed and recorded by the President of the Association or such other officer authorized by the Board of Managers;"

18. Article III, Section 1(d) is hereby deleted in its entirety and replaced with the following:

"A Treasurer from among the Board, who shall keep the financial records and books of account;"

19. Article III, Section 4 is hereby deleted in its entirety and replaced with the following:

"The remaining members of the Board may fill a vacancy among the officers for the unexpired term of office. Any officer may be removed at any time by the Board at a special meeting thereof.

20. Article IV, Section 1 is hereby amended by deleting the fourth sentence thereof in its entirety and replacing it with the following:

"The annual budget, if the Board so elects, may provide for a reserve for contingencies for the year, and shall provide for reasonable reserves for capital expenditures and deferred maintenance for repair or replacement of the common elements."

21. Article IV, Section 2 is hereby amended by deleting the first sentence thereof in its entirety and replacing it with the following:

"Each Unit Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board of Managers, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes."

22. Article IV, Section 2 is further amended by adding the following:

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

23. Article IV, Section 4 is hereby deleted in its entirety and replaced with the following:

"The Board of Managers shall annually supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding year

actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves.”

24. Article IV, Section 5 is hereby amended by adding the following:

“The Association shall have no authority to forebear the payment of assessments by any Unit Owner.”

25. Article IV, Section 6 is hereby deleted in its entirety and replaced with the following:

“(1) Except as provided in subsection (3) below, if an adopted budget or any separate assessment by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (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.

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

(3) 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 (1) above or item (4) 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.

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

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(5) 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 (3) and (4), 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."

26. Article V is hereby amended by adding the following Section 11:

"Section 11. The provisions of the Condominium Property Act, the 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 August 30, 1984. With regard to any lease entered into subsequent to August 10, 1990, the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. 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 the Act 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 a tenant of any covenants, rules, regulations or By-Laws."

27. Article V, is hereby amended by adding the following Section 12:

"Section 12. A Unit Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a Unit Owner under the Act, the condominium instruments, or rules and regulations of the Association; and such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void."

END OF TEXT OF AMENDMENT

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Managers of The Barclay Condominium Homeowners Association established by the aforesaid Declaration of Condominium Ownership. By our signatures below, we hereby approve of and consent to this Amendment to the Declaration pursuant to Section 27(b)(1) of the Illinois Condominium Property Act. In witness, whereof we have cast our votes and signed this document in favor of this Amendment at a duly called meeting of the Board of Managers of The Barclay Condominium Homeowners Association held on MAY 13, 1997.

Jacqueline L. Archer
Printed name: Jacqueline L. Archer

Howard Nusbbaum
Printed name: Howard Nusbbaum

R. A. Williams
Printed name: Russell A. Williams

MORRIS W BARRITT
Printed name: MORRIS W BARRITT

Cecilia H. Berhe
Printed name: Cecilia H. Berhe

BOARD OF MANAGERS OF
THE BARCLAY CONDOMINIUM
HOMEOWNERS ASSOCIATION

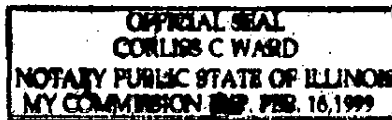
ATTEST R. A. Williams
Secretary

AFFIDAVIT OF SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Kathleen Hansell, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of The Barclay Condominium Homeowners Association and as such Secretary and keeper of the books and records of said condominium I further state that the foregoing amendment was approved by at least two-thirds (2/3) of the members of the Board of Managers of said condominium, at a meeting of the Board of Managers duly noticed convened and held for that purpose on may 13, 1997 at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect, and that a copy of the foregoing Amendment either was delivered personally to each unit owner at the Association or was sent by certified mail, postage prepaid, to each unit owner in the Association at the address of the unit or such other address as the owner has provided to the Board of Managers for purposes of mailing notices. I further state the unit owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amendment to the Declaration.

Kathleen K. Hansell
Secretary of The Barclay Condominium
Homeowners Association



SUBSCRIBED AND SWORN to
before me this 16th day
of November, 1998

[Signature]
Notary Public

NOV 20 1998

THIS DOCUMENT HAS BEEN PREPARED BY, AND AFTER RECORDATION SHOULD BE RETURNED TO:

Arnstein & Lehr
120 South Riverside Plaza
Suite 1200
Chicago, Illinois 60606
Attention: David M. Bendoff

SECOND AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE BARCLAY

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11/13/98
11/13/98
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WHEREAS, by the Declaration and By-Laws recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been submitted to the provisions of the Act; and

WHEREAS, provisions of the Act establish certain requirements which the Association is required by law to follow, and with which the present Declaration and By-Laws are in conflict; and

WHEREAS, because of this conflict between the language of the Declaration and By-Laws and the Act, there is the likelihood that confusion, illegal action, or litigation could result imposing needless financial expense on the Association and individual unit owners and possibly also calling into question the validity of actions of the Board of Managers of the Association; and

WHEREAS, Section 27(b)(1) of the Act provides a procedure for amending the Declaration and By-Laws to correct omissions and other errors in the Declaration and By-Laws; and

WHEREAS, this amendment to the Declaration and By-Laws was approved by at least two-thirds ($\frac{2}{3}$) of the members of the Board of Managers of the Association at a duly called meeting held May 13, 1997; and

WHEREAS, the Board of Managers of the Association has given written notice of its action to all unit owners according to the procedures set forth in the Act; and

WHEREAS, the requisite number of unit owners failed to submit a written petition to the Board of Managers within thirty days of the Board of Managers' action, as provided by Section 27(b)(3) of the Act;

NOW THEREFORE, the Declaration of Condominium for The Barclay Condominium Homeowners Association is hereby amended in accordance with the text as set forth in Exhibit "B", which is attached hereto and made a part hereof.

Except as expressly provided in this amendment, the remaining provisions of the Declaration and By-Laws are hereby confirmed and ratified and shall continue in full force and effect without change.

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EXHIBIT "A" LEGAL DESCRIPTION

Unit Numbers 2 A, 3 A, 4 A, 5 A, 6 A, 7 A, 8 A, 9 A, 10 A, 11 A, 12 A, 13 A, 14 A, 15 A, 16 A, 17 A, 18 A, 19 A, 20 A, 2 BX, 3 BX, 4 BX, 5 B, 6 B, 7 B, 8 BX, 9 BX, 10 BX, 11 B, 12 B, 13 BX, 14 B, 15 BX, 16 B, 17 B, 18 BX, 19 BX, 20 B, 2 C, 3 C, 4 C, 5 CX, 6 CX, 7 CX, 8 C, 9 C, 10 C, 11 CX, 12 CX, 13 C, 14 CX, 15 C, 16 CX, 17 CX, 18 C, 19 C, 20 C, 2 F, 3 F, 4 F, 5 F, 6 F, 7 F, 8 F, 9 F, 10 D, 11 D, 12 D, 13 D, 14 D, 15 F, 16 F, 17 D, 18 D, 19 F, 20 F, 10 E, 11 E, 12 E, 13 E, 14 E, 17 E, 18 E

as delineated upon the Plat of Survey ("Plat") of the real estate described as follows:

That part of Block 6 in Chicago Beach Addition, being a Subdivision of Lot "A" in Beach Hotel Company's consolidation of certain tracts in fractional Sections 11 and 12, Township 38 North, Range 14 East of the Third Principal Meridian: Beginning at a point on the East line of said Block 6 which is 125 feet North of the Southeast corner of said Block, running thence North along said East Block line a distance of 33.24 feet to a corner of said Block; thence Northwesterly along the Northeasterly line of said Block, a distance of 116.13 feet; thence Southwesterly at right angles to said Northeasterly Block line, a distance of 41.13 feet to an intersection with a line 107 feet East of and parallel to the West line of said Block; thence South along said parallel line a distance of 100 feet to a point 125 feet North of the South line of said Block, and thence East along a line parallel with the South line of said Block, a distance of 107 feet to the place of beginning, all in Cook County, Illinois,

which Plat is attached as Exhibit "B" to the Declaration of Condominium Ownership ("Declaration") recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as document number 22467238, together with the percentage of the common elements appurtenant to said units as set forth in said Declaration.

Commonly Known As: 4940 South East End Avenue
Chicago, Illinois 60615

Permanent Index Number: 20-12-102-007-1001
through and including: 20-12-102-007-1083

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EXHIBIT "B"
TEXT OF AMENDMENT
TO EXHIBIT "D"
ATTACHED TO AND MADE PART OF
DECLARATION OF CONDOMINIUM OWNERSHIP
BY-LAWS
OF
THE BARCLAY CONDOMINIUM HOMEOWNERS ASSOCIATION

1. Article I, Section 1 is hereby amended by adding the following:

"The Association shall have one class of membership."

2. Article I, Section 3 is hereby amended by deleting the third (last) sentence in its entirety and replacing it with the following:

"One of the purposes of the annual meeting shall be to elect members of the Board of Managers. Special meetings of the Unit Owners can be called by the resident, Board of Managers, or by twenty percent (20%) of Unit Owners."

3. Article I, Section 4 is hereby amended by adding the following:

"Where there is more than one owner of a Unit, if only one of the multiple owners is present at a meeting of the Association, he or she shall be entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There is majority agreement when any one of the multiple owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

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 eleven 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 give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

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When thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of members specified in the Condominium Property Act or in the condominium instruments 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."

4. Article I, Section 6 is hereby deleted in its entirety and replaced with the following:

"The presence, in person or by proxy, of twenty percent (20%) of the Unit Owners at any meeting of the Association shall constitute a quorum unless the Unit Owners holding a majority of the percentage interest in the Association provide for a higher percentage."

5. Article I is hereby amended by adding the following Section 7:

"Section 7. In the event of a resale of a Unit, the purchaser of a Unit from a seller pursuant to an installment contract to 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 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 an installment contract shall be made available to the Association or its agent. 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 (765 ILCS 75/1)."

6. Article I is hereby amended by adding the following Section 8:

"Section 8. Written notice of any membership meeting shall be mailed or delivered giving Unit Owners no less than ten (10) and no more than thirty (30) days notice of the time, place, and purpose of such meeting."

7. Article I is hereby amended by adding the following Section 9:

"Section 9. Matters subject to the affirmative vote of not less than two-thirds of the votes of Unit Owners at a meeting duly called for that purpose shall

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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."

8. Article I is hereby amended by adding the following Section 10:

"Section 10. The Association may, upon adoption of the appropriate rules by the Board of Managers, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the unit and the vote itself, provided that the Board further adopt rules to verify the status of the Unit Owner issuing a proxy or casting a ballot. 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."

9. Article II, Section 1 is hereby amended by adding the following:

"A majority of the directors then in office shall constitute a quorum. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by the Act or the By-Laws."

10. Article II, Section 2 is hereby amended by deleting the first sentence in its entirety and replacing it with the following:

"The Board shall be elected from among the Unit Owners, and each director shall be a Unit Owner (or, if a Unit Owner is a corporation, partnership or trust, a director may be an officer, partner or beneficiary of such Unit Owner or officer or employee of the managing agent for building)."

11. Article II, Section 2 is hereby amended by adding the following:

"No member of the Board or officer shall be elected for a term of more than two years, but officers and Board members may succeed themselves. 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. The Board of Managers may disseminate to the Unit Owners biographical and background information about candidates for election to the Board if 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 the Board does not express a preference in favor of any candidate."

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12. Article II, Section 3 is hereby amended by adding the following:

"Additionally, the remaining members of the Board may fill a vacancy on the Board by a two-thirds ($\frac{2}{3}$) vote until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for the purpose of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting."

13. Article II, Section 4 is hereby deleted in its entirety and replaced with the following:

"An annual meeting of the Board shall be held immediately following the annual meeting of Unit Owners and at the same place. The Board shall meet at least four (4) times annually. Special meetings of the Board of Managers can be called by the President or twenty-five percent (25%) of the members of the Board. Meetings of the Board shall be open to any Unit Owner except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board of Managers finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings or portions thereof required to be open by tape, film, or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of such meetings shall be mailed or delivered 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. In addition, copies of notices of meetings of the Board of Managers shall be posted in entranceways, elevators, or other conspicuous places in the condominium at least forty-eight (48) hours prior to the meeting of the Board of Managers except where there is no common entranceway for seven (7) or more Units, the Board of Managers may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted. Any director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting."

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14. Article II, Section 7 is hereby amended by adding the following Subsection (m):

(m) The powers and duties of the Board of Managers shall also include, but shall not be limited to, the following:

- (1) To provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. Nothing in this subsection shall be deemed to invalidate any provision in the condominium instruments placing limits on expenditures for the Common Elements, provided, that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. The terms "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment, with the functional equivalent of the original portions of such areas. Replacement of the common elements may result in an improvement over the original quality of such elements or facilities; provided that, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board of Managers, upon written petition by Unit Owners with 20 percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider such expenditure; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified;
- (2) To prepare, adopt and distribute the annual budget for the Property;
- (3) To levy and expend assessments;
- (4) To collect assessments from Unit Owners;
- (5) To provide for the employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;

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- (6) To obtain adequate and appropriate kinds of insurance;
- (7) To own, convey, encumber, lease and otherwise dealing with Units conveyed to or purchased by it;
- (8) To adopt and amend rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Condominium Property Act, except that no quorum is required at such 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 Condominium Property Act or the condominium instruments;
- (9) To keep detailed accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (10) To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to other Units;
- (11) To pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium;
- (12) To impose charges for late payment of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines for violation of the Declaration, By-Laws, and rules and regulations of the Association;
- (13) By a majority vote of the entire Board of Managers, to assign the right of the Association to future income from Common

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Expenses or other sources, and to mortgage or pledge substantially all of the remaining assets of the Association;

- (14) 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;
- (15) 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;
- (16) To seek relief on behalf of all Unit Owners when authorized pursuant to Subsection (c) of Section 10 of the Condominium Property Act from or in connection with the assessment or levying of real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body;
- (17) To reasonably accommodate the needs of a handicapped Unit Owner as required by the Federal Civil Rights Act of 1968, the Human Rights Act and any applicable local ordinances, in the exercise of its powers with respect to the use of Common Elements or approval of modifications in an individual Unit."

15. Article II, Section 7 is hereby amended by adding the following Subsection (n):

"(n) The Board of Managers may not enter into a contract with a current Board member or with a corporation or partnership in which a Board member or a member of the Board member's immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Unit Owners, for an election to approve or disapprove the contract. Such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this provision, a Board member's immediate family means the Board member's spouse, parent, and children."

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16. Article II, Section 7 is hereby amended by adding the following Subsection (o):

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

17. Article III, Section 1(c) is hereby deleted in its entirety and replaced with the following:

"A Secretary from among the Board, who shall keep the minutes of all meetings of the Board and of the Unit Owners and who shall, in general, perform all the duties incident to the Office of Secretary. The Secretary of the Association is hereby designated as the person to mail and receive all notices as provided for in the Condominium Property Act and in this Declaration. Unless otherwise provided by the Condominium Property Act, amendments to the condominium instruments authorized to be recorded shall be executed and recorded by the President of the Association or such other officer authorized by the Board of Managers;"

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18. Article III, Section 1(d) is hereby deleted in its entirety and replaced with the following:

"A Treasurer from among the Board, who shall keep the financial records and books of account;"

19. Article III, Section 4 is hereby deleted in its entirety and replaced with the following:

"The remaining members of the Board may fill a vacancy among the officers for the unexpired term of office. Any officer may be removed at any time by the Board at a special meeting thereof."

20. Article IV, Section 1 is hereby amended by deleting the fourth sentence thereof in its entirety and replacing it with the following:

"The annual budget, if the Board so elects, may provide for a reserve for contingencies for the year, and shall provide for reasonable reserves for capital expenditures and deferred maintenance for repair or replacement of the common elements."

21. Article IV, Section 2 is hereby amended by deleting the first sentence thereof in its entirety and replacing it with the following:

"Each Unit Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board of Managers, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes."

22. Article IV, Section 2 is further amended by adding the following:

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

23. Article IV, Section 4 is hereby deleted in its entirety and replaced with the following:

"The Board of Managers shall annually supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding year"

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actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves."

24. Article IV, Section 5 is hereby amended by adding the following:

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

25. Article IV, Section 6 is hereby deleted in its entirety and replaced with the following:

"(1) Except as provided in subsection (3) below, if an adopted budget or any separate assessment by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (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.

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

(3) 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 (1) above or item (4) 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.

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

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(5) 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 (3) and (4), 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."

26. Article V is hereby amended by adding the following Section 11:

"Section 11. The provisions of the Condominium Property Act, the 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 August 30, 1984. With regard to any lease entered into subsequent to August 10, 1990, the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. 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 the Act 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 a tenant of any covenants, rules, regulations or By-Laws."

27. Article V, is hereby amended by adding the following Section 12:

"Section 12. A Unit Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a Unit Owner under the Act, the condominium instruments, or rules and regulations of the Association; and such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void."

END OF TEXT OF AMENDMENT

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Managers of The Barclay Condominium Homeowners Association established by the aforesaid Declaration of Condominium Ownership. By our signatures below, we hereby approve of and consent to this Amendment to the Declaration pursuant to Section 27(b)(1) of the Illinois Condominium Property Act. In witness, whereof we have cast our votes and signed this document in favor of this Amendment at a duly called meeting of the Board of Managers of The Barclay Condominium Homeowners Association held on May 13, 1997.

Jacqueline L. Archer
Printed name: Jacqueline L. Archer

Howard Nusbaur
Printed name: Howard Nusbaur

Daniel H. Williams
Printed name: Daniel H. Williams

Morris W. Bart
Printed name: MORRIS W BART

Cecilia H. Bethe
Printed name: Cecilia H. Bethe

BOARD OF MANAGERS OF
THE BARCLAY CONDOMINIUM
HOMEOWNERS ASSOCIATION

ATTEST:

Daniel H. Williams
Secretary

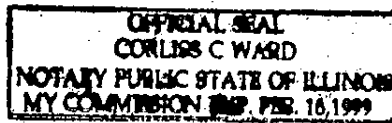
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AFFIDAVIT OF SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Kathleen Hansell, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of The Barclay Condominium Homeowners Association and as such Secretary and keeper of the books and records of said condominium I further state that the foregoing amendment was approved by at least two-thirds (2/3) of the members of the Board of Managers of said condominium, at a meeting of the Board of Managers duly noticed convened and held for that purpose on may 13, 1997 at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect, and that a copy of the foregoing Amendment either was delivered personally to each unit owner at the Association or was sent by certified mail, postage prepaid, to each unit owner in the Association at the address of the unit or such other address as the owner has provided to the Board of Managers for purposes of mailing notices. I further state the unit owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amendment to the Declaration.

Kathleen K. Hansell
Secretary of The Barclay Condominium
Homeowners Association



SUBSCRIBED AND SWORN to
before me this 16th day
of November, 1998

Corliss C. Ward
Notary Public