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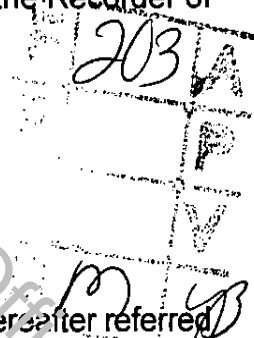
Arnstein & Lehr
120 South Riverside Plaza
Suite 1200
Chicago, Illinois 60606
Attn.: David M. Bendoff, Esq.

PREAMBLE TO THE
CONSOLIDATED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE
BARCLAY CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Barclay Condominium (hereinafter referred to as "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 legally described in Exhibit "1" attached hereto;

WHEREAS, the Declaration has been amended from time to time by the following documents (hereinafter referred to as the "Amendments") recorded with the Recorder of Deeds of Cook County, Illinois:

<u>Document No.</u>	<u>Recording Date</u>
9740981	June 9, 1997
08051350	November 20, 1993



WHEREAS, the Board of Directors of The Barclay Condominium (hereafter referred to as the "Board") recognizes the burden and practical difficulty on the Board and the Owners and others in reviewing, consulting and referring to the Declaration and the Amendments;

WHEREAS, the Board desires to prepare, and has caused to be prepared, a single document consolidating the Amendments, and the Declaration into one document (hereafter referred to as the "Consolidated and Restated Declaration") which does not further amend the Declaration, but rather provides the Board, Owners and others with a convenient document that restates the substantive provisions of the Declaration and reflects the accumulated amendments for ease of reference;

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WHEREAS, the Consolidated and Restated Declaration truly and accurately reflects the Declaration as amended from time to time by the Amendments;

WHEREAS, the Board desires to record the Consolidated and Restated Declaration in order to memorialize its action.

NOW, THEREFORE, in furtherance of the foregoing recitals, the attached Consolidated and Restated Declaration is being recorded for the above stated purposes.

BOARD OF DIRECTORS OF THE BARCLAY CONDOMINIUM

By:

Paula Berthe
Its President

Attest:

Kathleen H. Hanzell
Its Secretary

THIS PREAMBLE IS NOT PART OF THE
CONSOLIDATED AND RESTATED DECLARATION

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CONSOLIDATED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE BARCLAY

This is a Consolidation And Restatement Of A Declaration (herein referred to as the "Declaration") made on the 5th day of September, 1973, by the American National Bank and Trust Company of Chicago, not individually but as Trustee under the terms and provisions of a Trust Agreement dated the 9th day of November, 1972, and known as Trust No. 77323 (herein referred to as the "Declarant");

WITNESSETH:

WHEREAS, the Declarant is the owner in fee simple of certain real estate located in the City of Chicago, Cook County, Illinois, legally described in Exhibit "A" attached hereto and by this reference incorporated herein and made a part hereof (herein referred to as the "Parcel") and commonly known as 4940 South East End Avenue, Chicago, Illinois; and

WHEREAS, the Declarant intends by this Declaration to submit the property (as herein defined) to the provisions of the Condominium Property Act of the State of Illinois;

NOW, THEREFORE, the Declarant hereby declares as follows:

1. DEFINITIONS: For the purpose of this Declaration, the following definitions shall control:
 - a. "Act" shall mean the Condominium Property Act of the State of Illinois;
 - b. "Declaration" shall mean this instrument by which the Property, as herein defined, is submitted to the provisions of the Act and shall include such amendments, if any, to this Declaration as may from time to time be adopted pursuant to the terms hereof;
 - c. "Parcel" shall mean the real estate described in Exhibit "A" attached hereto which is hereby submitted to the provisions of the Act;
 - d. "Property" shall mean all of the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon including the building and all easements, rights and appurtenances belonging thereto and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners submitted to the

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provisions of the Act, (which Property is sometimes commonly referred to by the name and address set forth on Exhibit "A" hereto);

- e. "Residential Unit" or "Unit" shall mean a part of the Property including one or more rooms occupying one or more floors, or a part or parts thereof, and designed and intended for independent use as a residential apartment for one family.
 - f. "Common Elements" shall mean all portions of the Property except the Units;
 - g. "Person" shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property;
 - h. "Unit Owner" shall mean the Person or Persons whose estates or interests individually, or collectively aggregate fee simple absolute ownership of a Unit;
 - i. "Majority" or "Majority of the Unit Owners" shall mean those owners, without regard to their number, who own more than fifty percent (50%) in the aggregate of the entire undivided ownership interest in the Common Elements; any specified percentage of Unit Owners shall mean those owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Elements;
 - j. "Plat" shall mean the Plat of Survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, which Plat is attached hereto as Exhibit "B" and by reference incorporated herein and made a part hereof and recorded concurrently with the recording of this Declaration;
 - k. "Building" shall mean the building located on the Parcel and forming part of the Property and containing the Units as indicated by the Plat.
 - l. "Limited Common Elements" means a portion of the Common Elements so designated in this Declaration as being reserved for the use of a certain Unit or Units to the exclusion of other Units. Any and all portions of windows in perimeter walls designed to serve a single Unit shall be deemed a Limited Common Element appertaining and assigned to that Unit exclusively.
2. **SUBMISSION OF PROPERTY TO THE ACT:** The Declarant hereby submits the Property to the provisions of the Condominium Property Act of the State of Illinois.
3. **UNITS:** The legal description of each Unit shall consist of the identifying number, symbol or designation of such Unit as shown on the Plat. Evenly deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number,

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symbol or designation as shown on the Plat and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

Each Unit shall consist of the space enclosed and bounded by the interior surfaces of the floors and ceilings and perimeter walls of such Unit as shown on the Plat.

4. **COMMON ELEMENTS:** Common Elements shall consist of all of the Property except the individual Units and shall include such easements and rights as are now or may become appurtenant to the Property, including, but not limited to, the land, lobbies, corridors, storage lockers, social room, if any, elevators, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, and such component parts of walls, floors and ceilings as are not located within the Units.
5. **OWNERSHIP OF THE COMMON ELEMENTS:** Each Unit Owner shall be entitled to that undivided percentage of ownership, as a tenant-in-common with other Unit Owners, in the Common Elements allocated to the respective Unit owned by such Unit Owner as set forth in Exhibit "C" attached hereto and by this reference incorporated herein and made a part hereof. The percentages of ownership interest in the Common Elements allocated to the respective Units, as set forth in Exhibit "C," shall remain constant unless amended in writing by all of the Unit Owners.
6. **USE OF THE COMMON ELEMENTS:** Each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, as may be required for the purpose of ingress and egress to and use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such rights shall extend to the Unit Owner and the members of the immediate family and guests and other authorized occupants (including contract purchasers and tenants), and visitors. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration, and the By-Laws and rules and regulations adopted by the Board of Directors, and the Board of Directors shall have the authority to lease and grant licenses or concessions with respect thereto, including, but not limited to, common parking areas, if any, laundry areas, storage areas, lockers and recreational areas as herein described.
7. **COMMON EXPENSES:** Each Unit Owner shall pay his proportionate share of the expenses of maintenance, repair, replacement, administration, furnishing of heat, water and other utilities not separately billed and all other expenses of the operation of the Common Elements, which expenses are hereinafter referred to collectively as "Common Expenses." Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Elements as set forth in Exhibit "C." Payment thereof shall be in such amount and at such times as may be provided by the By-Laws. In the event of the failure of a Unit Owner to pay such proportionate

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share when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Act: provided; however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner, owned or held by a bank, insurance company or savings and loan association, except for the amount of the proportionate share of Common Expenses which become due and payable from and after the date on which the said mortgage owner or holder takes possession of the Unit, accepts a conveyance of any interest therein (other than as security) or files suit to foreclose its mortgage, and causes a receiver to be appointed, whichever date shall first occur. This paragraph 7 shall not be amended or modified except by the unanimous written consent of all holders or owners of mortgages on any of the Units.

8. **UNIT OWNERS' ASSOCIATION:** Prior to the date of the within instrument and the recording thereof, there has been formed a not for profit corporation under the General Not For Profit Corporation Act of the State of Illinois, having the name Barclay Condominium Owners' Association, or similar name which corporation (hereinafter and hereinafter referred to as the "Association") shall be the governing body for all of the Unit Owners with respect to the administration, maintenance, repair and replacement of the Property as provided by the Act, this Declaration and the By-Laws. The Board of Directors of the Association shall constitute the Board of Managers referred to in the Act. A copy of the By-Laws of the Association is attached hereto and made a part hereof as Exhibit "D" and by this reference incorporated herein.

Each Unit Owner shall automatically become and be a member of the Association so long as he continues as a Unit Owner. Upon the termination of the interest of a Unit Owner, his membership shall thereupon automatically terminate and transfer and inure to the new Unit Owner succeeding him in interest.

The aggregate number of votes for all members of the Association shall be one hundred (100), which shall be divided among the members in the same ratio as their respective percentages of ownership interest in the Common Elements as set forth in Exhibit "C."

9. **DETERMINATION OF BOARD TO BE BINDING:** Matters of dispute or disagreement between Unit Owners or with respect to interpretation or application of the provisions of this Declaration or the By-Laws shall be determined by the Board of Directors, which determination shall be final and binding on all Unit Owners.
11. **STORAGE AREAS:** Storage areas and storage lockers in the Building outside of the respective Units shall be part of the Common Elements and the use thereof shall

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be allocated among the Unit Owners as the Association may by its rules and regulations prescribe.

12. **SEPARATE MORTGAGES OF UNITS:** Each Unit Owner shall have the right to mortgage or encumber his own respective Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof except his own Unit and his own respective ownership interest in the Common Elements as aforesaid.
13. **SEPARATE REAL ESTATE TAXES:** It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements as if the same were Common Expenses.
14. **UTILITIES:** Each Unit Owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company or by the Association. Utilities, including, but not limited to, heating, which are separately metered or billed shall be treated as part of the Common Expenses.
15. **INSURANCE:** The Board of Directors shall have the authority to and shall obtain insurance for the Property against loss or damage by fire and other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units. If agreeable to the insurer, the policies shall provide that, notwithstanding any provision of the policies which gives the insurer an election to restore the Property in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove it from the provisions of the Act. Such insurance coverage shall be written in the name and the proceeds thereof shall be payable to the Association or the Board of Directors as the Trustee for the Unit Owners (and their respective mortgagees, if any, as their interest may appear) in the proportion of their respective percentages of ownership in the Common Elements as established in the Declaration. When requested by a Unit Owner, a standard mortgagee endorsement shall be issued to the holder of the first mortgage on such owner's Unit. If agreeable to the insurer, such policies shall include provisions that they be without contribution, that improvements to Units made by Unit Owners shall not affect the valuation of the Property for the purposes of insurance and that the insurer waives its rights of subrogation as to any claims

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against Unit Owners, the Association and their respective servants, agents and guests.

Application of the insurance proceeds to reconstruction and disposition of the Property where the insurance proceeds are insufficient for reconstruction shall be as provided in the Act. If the amount of the estimated cost of reconstruction and repair of the Property is in excess of \$100,000.00 and the insurance proceeds are sufficient for such purpose, then such insurance proceeds shall be paid by the said assured to a bank or trust company (the Insurance Trustee) authorized to do business in Illinois and having a capital of not less than \$5,000,000, and applied by the Insurance Trustee to the payment of such costs, and shall be paid to or for the account of the assured from time to time as the work progresses, but no more frequently than once in any calendar month. Said Trustee shall make such payments upon the written request of the Association accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association and by an architect in charge of the work, who shall be selected by the Association, setting forth (i) that the sum then requested either has been paid by the Association or is justly due to contractors, sub-contractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and the several amounts so paid or due, and stating that no part thereof has been made the basis for withdrawal of insurance proceeds in any prior pending request, or has been paid out of any proceeds of insurance received by the Association and that the sum requested does not exceed the value of the services and materials described in the certificate, (ii) that except for the amount stated in such certificate to be due as aforesaid, there is no outstanding indebtedness known to the Person signing such certificate after due inquiry, which might become the basis of a vendor's, mechanic's, materialmen's or similar lien upon such work, the Common Elements or any Residential Unit and (iii) that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of insurance proceeds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

The Board of Directors shall also have the authority to and shall obtain comprehensive public liability insurance, in such limits as it shall deem desirable and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Unit Owner and the Association, Board of Directors, manager and managing agent from liability in connection with the Common Elements.

The premiums for all insurance purchased, pursuant to the provisions of this section, shall be Common Expenses and shall be paid at least thirty (30) days prior

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to the expiration date of any policy. Within ten (10) days after the payment of any such premium, notice of such payment shall be sent to the mortgagee of each Unit. If agreeable to the insurer, such policies shall include a provision that coverage will not be terminated for nonpayment of premiums without ten (10) days' prior written notice to each mortgagee of a Unit and of the entire Property.

Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit, and his additions and improvements thereto and decorating and furnishing and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by the liability insurance for all of the Unit Owners obtained as part of the Common Expenses as above provided.

15. MAINTENANCE, REPAIRS AND REPLACEMENTS:

(a) Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit; provided, however, such maintenance, repairs, and replacements as may be required for the functioning of the plumbing (but not the plumbing fixtures therein) within the Unit, and for the bringing of water, gas and electricity to the Unit, shall be furnished by the Association as part of the Common Expenses. Maintenance, repairs and replacements of the refrigerators, ranges, other kitchen appliances, Unit heating and air-conditioning equipment, Unit plumbing fixtures, lighting fixtures and other electrical appliances of any Unit Owner shall be at the expense of such Unit Owner.

(b) Except as provided in Paragraph 15(d) of this Declaration, maintenance, repairs and replacements of the Common Elements shall be furnished by the Association as part of the Common Expenses. The Association may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Building personnel as Common Expenses.

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

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(d) The Board shall perform, or cause to be performed, all of the maintenance, repair, and replacement of the Limited Common Elements, except to the extent as otherwise directed by the Board or as is otherwise provided herein. The cost of said maintenance, repair and replacement of the Limited Common Elements performed, or caused to be performed, by the Board may be assessed in whole or in part, to the Unit or Units to which the Limited Common Element is assigned. At the discretion of the Board, the Board may direct such Unit Owners, in the name and for the account of such Unit Owners, to arrange for such maintenance, repairs and replacements of the Limited Common Elements assigned to his/her Unit, to pay the cost thereof with the funds of the Unit Owner, and to procure and deliver to the Board such lien waivers and contractor's or subcontractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom, in conformity with such rules and regulations as the Board may from time to time adopt.

16. **DECORATING:** Each Unit Owner shall furnish and be responsible for, at his own expense, 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 Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings, which constitute the exterior boundaries of the respective Unit owned by such Unit Owner, and such Unit Owner shall maintain such interior surfaces 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 Association, and each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. The surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses.
17. **ALTERATIONS, ADDITIONS AND IMPROVEMENTS:** No alterations of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board.
18. **ENCROACHMENTS:** If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of

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the Common Elements, or if any Unit shall encroach upon any portion of any other Unit, as the Common Elements and Units are shown by the surveys comprising the Plat attached hereto as Exhibit "B," there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved to the extent of such encroachments so long as the same shall exist.

19. **SALE OR LEASE BY A UNIT OWNER -- FIRST OPTION TO ASSOCIATION:** If any Unit Owner other than the Declarant or its beneficiary shall desire at any time to sell or lease his Unit, (which Unit, together with his respective percentage of ownership interest in the Common Elements, is herein sometimes referred to as "Unit Ownership"), he shall first give the Association at least thirty (30) days' prior written notice of the proposed sale or lease, which notice shall state the name and address and financial and character references of the proposed purchaser or lessee and the terms of the proposed sale or lease. The Association shall have the right of first option with respect to any sale or lease by any Unit Owner as provided herein. During the period of thirty (30) days following the receipt by the Association of such written notice, the Association shall have the first right at its option to purchase or lease such Unit Ownership upon the same terms as the proposed sale or lease described in such notice.

If the Association shall give written notice to such Unit Owner within said thirty (30) day period that it has elected not to exercise such option, or if the Association shall fail to give written notice to such Unit Owner within said thirty (30) day period that it does or does not elect to purchase or lease such Unit Ownership upon the same terms as herein provided, then, such Unit Owner may proceed to close said proposed sale or lease transaction at any time within the next ninety (90) days thereafter; and if he fails to close said proposed sale or lease transaction within said ninety (90) days, his Unit Ownership shall again become subject to the Association's right of first option as herein provided.

If the Association shall give written notice to such Unit Owner within said thirty (30) day period of its election to purchase or lease such Unit Ownership upon the same terms as the proposed sale or lease described in said written notice to the Association, then such purchase or lease by the Association shall be closed upon the same terms as such proposed sale or lease.

The notices referred to herein shall be given in the manner hereinafter provided for the giving of notices.

The Board of Directors of the Association shall have the authority, on behalf of and in the name of the Association, to elect not to exercise such option and to give written notice of such election. A certificate executed by the president or secretary of the Association, certifying that the Association by its Board of Directors has

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elected not to exercise such option to purchase or lease such Unit Ownership upon the terms of such proposed sale or lease, shall be conclusive evidence of such election by the Association and of the compliance with provisions hereof by the Unit Owner proposing to make such proposed sale or lease. Such certificate shall be furnished to such Unit Owner upon his compliance with the provisions hereof.

If the Board of Directors of the Association shall adopt a resolution recommending that the Association shall exercise its option to purchase or lease such Unit Ownership upon the terms of such proposed sale or lease, the Board of Directors shall promptly call a meeting of all of the Unit Owners for the purposes of voting upon such option, which meeting shall be held within said thirty (30) day period. If Unit Owners owning not less than seventy-five percent (75%) in the aggregate of the total ownership interest in the Common Elements, by affirmative vote at such meeting, elect to exercise such option to make such purchase or lease, then the Board of Directors shall promptly give written notice of such election as herein provided. In such event, such purchase or lease by the Association shall be closed and consummated, and, for such purpose, the Board of Directors shall have the authority to make such mortgage or other financing arrangements, and to make such assessments proportionately among the respective Unit Owners, and to make such other arrangements, as the Board of Directors may deem desirable in order to close and consummate such purchase or lease of such Unit Ownership by the Association. Assessments for such purpose shall be made among the owners of all Units, exclusive of that Unit being purchased or leased, in the proportion which each of their respective percentage interests in the Common Elements bears to the aggregate of their percentage interests in the Common Elements.

If the Association shall make any such purchase or lease of a Unit Ownership as herein provided, the Board of Directors shall have the authority at any time thereafter to sell or sublease such Unit Ownership on behalf of the Association upon such terms as the Board of Directors shall deem desirable, without complying with the foregoing provisions relating to the Association's right of first option, and all of the net proceeds or deficit therefrom shall be applied among the owners of all Units, with the exception of that Unit which has been purchased or leased, in the same proportion in which they were or could have been assessed with respect to such purchase or lease.

The provisions of this Section 20 with respect to the Association's right of first option shall not apply to any bank, insurance company or savings and loan association which becomes a Unit Owner by purchasing said Unit at a sale held pursuant to proceedings to foreclose a first mortgage owned by it and covering said Unit, provided that written notice of a default with respect to said mortgage was furnished the Association and the Association was given the right to cure said default within ten (10) days and, provided further, that written notice of intention to institute said

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foreclosure proceedings was furnished the Association and the Association was given the right to purchase the mortgage indebtedness within twenty (20) days.

If a proposed lease of any Unit Ownership is made by any Unit Owner, after compliance with the foregoing provisions, a copy of the lease as and when executed shall be furnished by such Unit Owner to the Board of Directors, and the lessee thereunder shall be bound by and be subject to all of the obligations of such Unit Owner with respect to such Unit Ownership as provided in this Declaration and the By-Laws, and the lease shall expressly so provide. The Unit Owner making any such lease shall not be relieved thereby from any of his obligations. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the Association's right of first option shall again apply to such Unit Ownership.

The provisions hereof with respect to the Association's right of first option shall not apply to sales or leases made by the Declarant, or Barclay Venture, or such other person, firm or entity as shall be designated in writing by the beneficiaries of the Declarant. This paragraph shall not be amended except by the unanimous consent of all of the Unit Owners.

If any sale or lease of a Unit Ownership is made or attempted by any Unit Owner without complying with the foregoing provisions, such sale or lease shall be voidable by the Association and shall be subject to each and all of the rights and options of the Association hereunder and each and all of the remedies and actions available to the Association hereunder or at law or in equity in connection therewith.

The foregoing provisions with respect to the Association's right of first option as to any proposed sale or lease shall be and remain in full force and effect until the Property as a whole shall be sold or removed from the provisions of the Act, as provided in the Act, unless sooner rescinded or amended by the Unit Owners in the manner herein provided for amendments of this Declaration. The Board of Directors of the Association may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purposes of implementing and effectuating the foregoing provisions.

The Board of Directors shall have the power and authority to bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for Common Expenses under the Act, or at a sale pursuant to an order of direction of a court, or other involuntary sale, upon the consent or approval of Unit Owners owning not less than seventy-five percent (75%) in the aggregate of the total ownership interest in the Common Elements.

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20. **REMEDIES:** In the event of any default by any Unit Owner under the provisions of the Act, Declaration, By-Laws or rules and regulations of the Association, the Association and the Board of Directors shall have each and all of the rights and remedies which may be provided for in the Act (except as otherwise provided in the Declaration or By-Laws), Declaration, By-Laws or said rules and regulations or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of seven per cent (7%) per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Association shall have a lien for all of the same, as well as for non-payment of his respective share of the Common Expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property. In the event of any such default by any Unit Owner, the Association and the Board of Directors, and the manager or managing agent if so authorized by the Board of Directors, shall have the authority to correct such default, and to do whatever may be necessary for such purposes, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board of Directors.
21. **LAND TRUSTS:** In the event title to any Unit should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder, from time to time shall be liable for payment of any obligation, lien or indebtedness chargeable or created under this Declaration against such Unit. No claim shall be made against any such title-holding trustee personally for payment of any claim, lien or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfers of beneficial interest or in the title to such real estate.
22. **AMENDMENTS:** The provisions of this Declaration may be amended from time to time upon the approval of such amendment or amendments by the Association

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pursuant to a resolution or written consent approving such amendment or amendments adopted or given by Unit Owners owning not less than seventy-five percent (75%) in the aggregate of the total ownership interest in the Common Elements; provided, however, if the Act or this Declaration shall require the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any amendment or amendments with respect to such action shall require unanimous consent or agreement as may be provided in the Act or in this Declaration; provided, however, that paragraph 7 hereof shall not be amended or modified except by the unanimous written consent of all holders or owners of mortgages on any of the Units. All amendments to this Declaration shall be recorded.

23. **NOTICES:** Notices provided for in the Act, Declaration or By-Laws shall be in writing, and shall be addressed to the Association or to any Unit Owner at the address of the Building, or at such other address as hereinafter provided. The Association or Board of Directors may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to a Unit Owner, when deposited in his mailbox in the Building or at the door of his Unit in the Building.
24. **EXCULPATION:** The original Declaration was executed by the American National Bank and Trust Company of Chicago, not personally or individually but solely as Trustee as aforesaid, and it is expressly understood and agreed by and between the parties hereto, anything in this Declaration to the contrary notwithstanding, that this Declaration is executed and delivered by the undersigned solely as Trustee as aforesaid and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against, the American National Bank and Trust Company of Chicago, or the present or future beneficiaries of the Trust, its or their officers, agents or employees, on account of any covenants, representations, undertakings or agreements in this Declaration contained, or otherwise, either express or implied, all such personal liability, if any, being hereby expressly waived and released, it being understood that anyone claiming by, through or under this Declaration shall look solely to the trust property for the enforcement or collection of any such liability. By way of illustration only and without limitation of the foregoing, it is further understood and agreed that said American National Bank and Trust Company of Chicago, individually, shall have no duty whatsoever with reference to the upkeep, maintenance or repair of said premises and makes no representations with reference to the condition of, or the title to, said premises. The

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owners hereunder are hereby charged with knowledge that the Trustee does not, in fact, have possession of or exercise any dominion over the trust property or the income or avails therefrom. It is further expressly understood and agreed that this Declaration is signed by the undersigned Trustee solely for the purpose of subjecting the title to the trust property to the terms of this Declaration and to the Condominium Property Act and for no other purpose whatsoever. Conveyance of all of the trust property by the undersigned Trustee shall operate to release the American National Bank and Trust Company of Chicago in every capacity from any and all obligations, if any, under this Declaration. It is further expressly understood and agreed that no duty shall rest upon the American National Bank and Trust Company of Chicago to sequester the trust property or the rent, issues and profits arising therefrom, or the profits arising from any sale or other disposition thereof.

25. **SEVERABILITY AND RULE AGAINST PERPETUITIES:** If any provision of this Declaration or the By-Laws shall be held invalid it shall not affect the validity of the remainder of the Declaration and the By-Laws. If any provisions of the Declaration or By-Laws would otherwise violate the rule against perpetuities or any other rule, statute or law imposing time limits, then such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Elizabeth II, Queen of England, plus twenty-one (21) years-thereafter.
26. **RIGHTS, EASEMENTS AND OBLIGATIONS:** The provisions of this Declaration and the By-Laws and the rights, easements and obligations established thereby shall be deemed to be covenants, running with the land, so long as the Property remains subject to the provisions of the Act and shall inure to the benefit of and be binding upon each and all of the Unit Owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees and mortgagees. The Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company, and all other public utilities serving the Property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Elements for the purpose of providing utility services to the Property. Reference in any deed of conveyance, mortgage or trust deed or similar instrument to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees as fully as though such easements and rights were set forth in their entirety in such documents. By the recording or the acceptance of a deed conveying a Unit or any interest therein or any ownership interest in the property whatsoever, the Person to which such Unit or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Act, this Declaration and the By-Laws.

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EXHIBIT "A"
Attached To And Made Part Of
Declaration Of Condominium Ownership
For
The Barclay

Common Street Address:

4940 South East End Avenue
Chicago, Illinois

"THE PARCEL" OF REAL ESTATE FORMING THE SUBJECT MATTER
HEREOF IS LEGALLY 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 38.84 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.

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EXHIBIT "B"
Attached To And Made Part Of
Declaration Of Condominium Ownership
For
The Barclay

Exhibit "B" is the Plat of Survey of the Parcel and of all Units in the Property submitted to the provisions of the Illinois Condominium Property Act, and is attached only to the original Declaration recorded with the Recorder of Deeds of Cook County, Illinois.

Property of Cook County Clerk's Office

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EXHIBIT "C"
Attached To And Made Part Of
Declaration Of Condominium Ownership
For
The Barclay

UNIT NO.

2 A	1.269
3 A	1.269
4 A	1.269
5 A	1.269
6 A	1.298
7 A	1.298
8 A	1.298
9 A	1.298
10 A	1.298
11 A	1.327
12 A	1.327
13 A	1.327
14 A	1.327
15 A	1.356
16 A	1.356
17 A	1.356
18 A	1.356
19 A	1.356
20 A	1.391

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BARCLAY CONDOMINIUM PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

UNIT NO.

2 BX	1.472
3 BX	1.472
4 BX	1.472
5 B	1.183
6 B	1.211
7 B	1.211
8 BX	1.500
9 BX	1.500
10 BX	1.500
11 B	1.240
12 B	1.240
13 BX	1.529
14 B	1.240
15 BX	1.558
16 B	1.269
17 B	1.269
18 BX	1.558
19 BX	1.558
20 B	1.580

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BARCLAY CONDOMINIUM PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

UNIT NO.

2 C	.836
3 C	.836
4 C	.836
5 CX	1.125
6 CX	1.154
7 CX	1.154
8 C	.865
9 C	.865
10 C	.865
11 CX	1.183
12 CX	1.183
13 C	.894
14 CX	1.183
15 C	.922
16 CX	1.211
17 CX	1.211
18 C	.922
19 C	.922
20 C	.978

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BARCLAY CONDOMINIUM
PERCENTAGE OF OWNERSHIP
IN COMMON ELEMENTS

UNIT NO.

2 F	1.442
3 F	1.442
4 F	1.442
5 F	1.442
6 F	1.498
7 F	1.498
8 F	1.498
9 F	1.498
10 D	.779
11 D	.807
12 D	.807
13 D	.807
14 D	.807
15 F	1.615
16 F	1.615
17 D	.836
18 D	.836
19 F	1.615
20 F	1.685

Property of Cook County Clerk's Office

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BARCLAY CONDOMINIUM
PERCENTAGE OF OWNERSHIP
IN COMMON ELEMENTS

UNIT NO.

10 E	.721
11 E	.750
12 E	.750
13 E	.750
14 E	.750
17 E	.779
18 E	.779

TOTAL	100.00%
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Property of Cook County Clerk's Office

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EXHIBIT "D"
Attached To And Made Part Of
Declaration Of Condominium Ownership
For
The Barclay

BY-LAWS
OF
THE BARCLAY CONDOMINIUM OWNERS' ASSOCIATION

ARTICLE I
Members
(Unit Owners)

Section 1. The members of The Barclay Condominium Owners' Association, a not for profit corporation organized under the provisions of the General Not for Profit Corporation Act of the State of Illinois, or similar name, (which corporation is hereinafter referred to as the "Association") shall consist of the respective Unit Owners of the Property known as and located at 4940 South East End Avenue, Chicago, Illinois, in accordance with the respective percentages of ownership interest in the Common Elements of the Property owned by the respective Unit Owners, as said terms (and all other terms) are defined in the Declaration of Condominium Ownership for the BARCLAY APARTMENTS Condominium, which said Declaration is recorded in the Office of the Recorder of Deeds of Cook County, Illinois, and appended to which Declaration as Exhibit "D" thereto is a copy of these By-Laws. (The words "member" or "members" as used in these By-Laws, under the General Not for Profit Corporation Act of the State of Illinois, mean and shall refer to a "Unit Owner" or the "Unit Owners," as the case may be, referred to in the Declaration and the Condominium Property Act of the State of Illinois.)

Until the Declaration pursuant to which the Property is submitted to the provisions of the Condominium Property Act of Illinois has been filed of record at the Office of the Recorder of Deeds of Cook County, Illinois, the incorporators of this corporation shall act as its sole members. After the Declaration is filed, the members shall consist of the Unit Owners as herein provided. The Association shall have one class of membership.

Section 2. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his ownership interest in the Property his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

Section 3. Meetings of Unit Owners shall be held at the Property or at such other place in Cook County, Illinois as may be specified in the notice of the meeting. An annual meeting of the Unit Owners shall be held on the first Tuesday in April of each year, commencing with the first Tuesday of April immediately following the date of incorporation

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of the Association, at 7:00 P.M. Chicago time or at such other hour specified in the written notice of such meeting, or at any other time the Board of Directors may determine, but not less than thirty (30) days before or after such date. 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.

Section 4. The aggregate number of votes for all Unit Owners shall be one hundred (100), which shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements. If any Unit Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. In the event a Unit Owner is a corporation, partnership, trust or legal entity other than a natural person or persons, then any officer or director of such corporation, partner of such partnership, beneficiary of such trust, or manager of such other legal entity shall be eligible to serve on the Board. The beneficiary of the Declarant or its duly appointed agent or agents may exercise the voting rights with respect to unsold Units while owned by the Declarant.

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.

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.

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Section 5. In all elections for directors, each Unit Owner shall be entitled to vote on a cumulative voting basis. Cumulative voting shall be in accordance with the corporation statutes of the State of Illinois.

Section 6. 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.

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).

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.

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 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 (and) or of Units on behalf of all Unit Owners.

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.

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ARTICLE II Board of Directors (Board of Managers)

Section 1. The board of directors of the Association (referred to in said Declaration and in the Condominium Property Act of the State of Illinois as the "board of managers," but referred to as the "board of directors" in the General Not for Profit Corporation Act of the State of Illinois, and sometimes referred to herein as the "Board of Directors" or the "Board") shall consist of five (5) persons elected by the Unit Owners. The Unit Owners may increase or decrease such number of persons on the Board from time to time at any annual or special meeting of Unit Owners, provided that such number shall not be less than three. The first Board named in the articles of incorporation of the Association or elected by the Unit Owners shall hold office until the times herein provided. Thereafter each person on the Board shall hold office for the term of one year and until his successor shall be elected and qualified. (The word "Board" as used herein shall mean the "board of managers" referred to in said Declaration and Condominium Property Act and shall mean the "board of directors" referred to in said General Not for Profit Corporation Act. The word "director" as sometimes used herein shall mean a person elected to and serving on the Board.) 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.

Section 2. 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). If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

With respect to the first Board of Directors, the term of office of three (3) Directors shall be fixed for three (3) years; the term of office Of one (1) Director shall be fixed at two (2) years and the term of office of one (1) Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of one (1) year. The Directors shall hold office until their successors have been elected and qualified. If the number of Directors shall be increased, the terms of such additional Directors shall be fixed so that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. 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

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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.

Section 3. Any vacancy occurring in the Board, including vacancies due to any increases in the number of persons on the Board, shall be filled by election by the Unit Owners at the next annual meeting or at a special meeting of Unit Owners called for such purpose. 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.

Section 4. 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.

Section 5. After the term of the first Board of Directors has expired, any director may be removed from office by the vote of at least three-fourths ($\frac{3}{4}$) of the votes of all Unit

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Owners, and until the term of the first Board of Directors has expired the number of directors shall not be increased or decreased except by the vote of one-hundred per cent of the Unit Owners.

Section 6. Directors shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Unit Owners.

Section 7. The direction and administration of the Property shall be vested in the Board. The Board shall have the following powers and duties:

- (a) to elect the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association and the Property;
- (c) to engage the services of a manager or managing agent (except that the Declarant's beneficiary shall have the right to select the first management agent and enter into a five (5) year contract with such agent) who shall manage and operate the Property and the Common Elements thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve;
- (d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;
- (e) to adopt administrative rules and regulations governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;
- (f) to provide for the maintenance, repair, and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;
- (g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and lawyers, and to engage or contract for the services of others, and to make purchases, for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel who may be the employees of the managing agent);
- (h) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;

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(i) to act on behalf of the Association in connection with the representation of the Association as it relates to the Property Owners' Association herein referred to.

(j) to authorize entry into any Unit;

(k) to pay the Common Expenses out of the assessments;

(l) to exercise all other powers and duties of the board of managers or Unit Owners as a group referred to in the Condominium Property Act of the State of Illinois, and all powers and duties of a board of directors referred to in the General Corporation Not for Profit Act of the State of Illinois, and all powers and duties of a board of managers or a board of directors referred to in the Declaration or these By-Laws.

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

(i) 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;

(ii) To prepare, adopt and distribute the annual budget for the Property;

(iii) To levy and expend assessments;

(iv) To collect assessments from Unit Owners;

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(v) To provide for the employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;

(vi) To obtain adequate and appropriate kinds of insurance;

(vii) To own, convey, encumber, lease and otherwise deal with Units conveyed to or purchased by it;

(viii) 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;

(ix) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;

(x) 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;

(xi) 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;

(xii) 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;

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

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(xiv) 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;

(xv) 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;

(xvi) 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;

(xvii) 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.

(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.

(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

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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.

ARTICLE III Officers

Section 1. At each annual meeting, the Board shall elect the following officers of the Association:

- (a) A President, who shall be a director and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association;
- (b) A Vice-President, who shall, in the absence or disability of the President, perform the duties and exercise the powers of the President;
- (c) 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;
- (d) A Treasurer from among the Board, who shall keep the financial records and books of account;
- (e) such additional officers as the Board shall see fit to elect.

Section 2. The respective officers shall have the general powers usually vested in such officers of a not for profit corporation; provided that the Board may delegate any

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specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Each officer shall hold office for the term of one year and until his successor shall have been elected and qualified.

Section 4. 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.

Section 5. The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Unit Owners.

ARTICLE IV Assessments

Section 1. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Common Expenses and cash requirements for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and other common utilities, management fees, the amount of the assessments of the Property Owners' Association herein referred to attributable to the Unit Owners and other common expenses (as distinguished from the following payments required to be made by the Unit Owners including: mortgage payments, real estate taxes and telephone, electricity and other utility expenses or other expenses billed or charged to the separate Unit Owners on an individual or separate basis rather than a common basis). The annual budget shall also take into account the estimated net available cash income for the year, if any, from the operation or use of the laundry and other Common Elements. 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. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

Section 2. 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. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the Common Expenses, one-twelfth

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(1/12) of his proportionate share of the Common Expenses for such year as shown by the annual budget. Such proportionate share for each Unit Owner shall be in accordance with his respective ownership interest in the Common Elements as set forth in Exhibit "C" to the Declaration. The Board may cause to be sent to each Unit Owner on or before the first day of each month a statement of the monthly assessment of such Unit Owner for such month, but the failure to send or to receive such monthly statement shall not relieve any Unit Owner of his obligation to pay his monthly assessment on or before the first day of each month. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Unit Owner shall pay his monthly assessment on or before the first day of each month to the manager or managing agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his assessments for Common Expenses by abandoning or not using his Unit or the Common Elements. 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.

Section 3. For the first fiscal year, the annual budget shall be as approved by the first Board. If such first year, or any succeeding year, shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of occupancy of his Unit by each Unit Owner, he shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be as computed by the Board.

Section 4. 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.

Section 5. The Board shall cause to be kept a separate account for each Unit Owner showing the respective assessments charged to and paid by such Unit Owner, and the status of his account from time to time. Upon ten (10) days notice to the Board, and the payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner. The Association shall have no authority to forebear the payment of assessments by any Unit Owner.

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Section 6.

(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 (2/3) of the total votes of all Unit Owners.

(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.

Section 7. At the time title to each Unit is transferred to the Unit Owner, the Unit Owner shall pay to the manager or managing agent, or as otherwise directed by the Board, an amount equal to two (2) times the first full monthly assessment for such Unit Owner, which amount shall be used and applied as an operating reserve for Common Expenses. The amounts so paid by Unit Owners for operating reserves, together with amounts paid from time to time by Unit Owners for monthly assessments and supplemental assessments, shall be held and used and applied from time to time for the payment of Common Expenses as and when needed. All such amounts from time to time on hand and

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unexpended shall be deemed to be part of the Common Elements and owned by the Unit Owners in accordance with their respective percentages of ownership of the Common Elements.

Section 8. It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses, in the same ratio as his percentage of ownership in the Common Elements as set forth in the Declaration, and as assessed in the manner herein provided. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Condominium Property Act, the Declaration or these By-Laws, or otherwise available at law or in equity, for the collection of all unpaid assessments. Anything contained in these By-Laws to the contrary notwithstanding liens for Common Expenses shall be subordinate to the liens of prior first mortgages as provided in the Declaration.

Section 9. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the Common Expenses incurred, and such records and the vouchers authorizing the payments of such Common Expenses shall be available for examination by the Unit Owners at convenient hours of week days. Such payment vouchers may be approved in such manner as the Board may determine.

Section 10. Except with respect to such expenditures as are immediately necessary for the preservation and safety of the Unit Owners or their property, the Board shall have no authority to approve or authorize any capital expenditures in excess of \$2,500 nor to authorize the corporation to enter into any contract for a term of more than five (5) years except with the approval of a majority of the Unit Owners nor to approve of any capital expenditures which aggregate more than \$15,000 during any fiscal year without the approval of Unit Owners in the aggregate not less than seventy-five (75%) per cent of the total ownership in the Common Elements.

Section 11. The members of the Board of Directors shall not be liable to the Unit Owners or members of this corporation for any mistake of judgment or for any acts or omissions made in good faith as such Board members. The Unit Owners or members of this corporation shall indemnify and hold harmless each Board member against all contractual liability to others arising out of contracts made by the Board on behalf of this corporation unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration applicable to the Unit Owners' property or contrary to the By-Laws of this corporation. The liability of any Unit Owner or member arising out of the aforesaid indemnity shall be limited to such proportion of the total liability as the Unit Owners' percentage of interest in the Common Elements relates to the total percentage of interest of all Unit Owners in the Common Elements.

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Section 12. With respect to any Units which have not been sold by the Declarant and which the Declarant continues to own, the Declarant shall pay to the Association the aggregate amount of the actual operating expenses from time to time required to be paid with respect to the operation of the Property over and above such amounts as have been established by the Board of Directors as the assessments with respect to all other Units; provided that in no event shall the Declarant be required to pay an amount in excess of the aggregate of the assessments established with respect to those Units owned by the Declarant and provided further that from and after January 1, 1975, or earlier, if the Declarant so elects by notice to the Board, the Declarant shall pay a monthly assessment with respect to any Units owned by the Declarant determined in the same manner as the monthly assessment is determined for all other Unit Owners. Actual operating expenses shall mean those ordinary expenses attributable to the immediate fiscal period and shall not include capital expenditure, prepaid items, inventory items, operating or other reserves of any kind to the extent attributable to months or subsequent fiscal periods.

Anything herein or in the Declaration to the contrary notwithstanding, the Declarant shall, until the last Unit is sold and conveyed, have the right to utilize any Units owned by the Declarant as models, general or sales offices for sale and promotion purposes, including the sale and promotion of the Property, and shall have the right to utilize the Common Elements for such purposes and in such manner as the Declarant may reasonably require, including the affixing of signs to the Property and on the Parcel.

ARTICLE V Use and Occupancy Restrictions

Section 1. No Unit shall be used for other than residential purposes. Each Unit shall be used as a residence for a single family, and for no other purpose, by the Unit Owner and his family, or by a person or single family to whom the Unit Owner shall have leased his Unit, subject to the provisions with respect to leasing contained in the Declaration. No business or similar activities shall be carried on in any Unit.

Section 2. The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the respective families residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective Units; provided, however, the laundry room and social room, if any, and other special areas shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner. The Association and the Board, and their authorized employees and representatives, shall have access to any Unit as may be necessary for the repair,

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maintenance, replacement, alteration, care or protection of the Common Elements or any portion thereof.

Section 3. No animals shall be raised, bred or kept in any Unit, except for household pets owned by a Unit Owner, provided that they are not kept for any commercial purposes, and provided that they shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board, and provided that they shall not in the judgment of the Board constitute a nuisance to others. Any pet causing or creating a nuisance or unreasonable annoyance shall be permanently removed from the Property within three (3) days' written notice from the Board.

Section 4. No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

Section 5. Each Unit Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit which may increase the rate or cause the cancellation of insurance on other Units or on the Common Elements. Each Unit Owner shall not display, hang, store or use any signs, clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible through his windows from the outside (other than draperies, curtains or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the Association or Board or manager or managing agent. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property, except as determined by the Board and except as Declarant is permitted under Section 7, the provisions of this section shall not apply to any mortgagee in possession of any Units.

Section 6. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner and as prescribed from time to time in administrative rules and regulations of the Board.

Section 7. During the period of sales of Units in the Building on the Property by the Declarant, the Declarant and its respective agents and employees, shall be entitled to access, ingress and egress to said Building and Property as may be required in connection with said sales program. Until all of the Units have been sold by the Declarant and occupied by the purchasers, the Declarant may use and show one or more of such unsold or unoccupied Units as a model apartment or apartments and sales office, and may maintain customary signs in connection therewith on the Property.

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Section 8. The Common Elements shall not be damaged by any Unit Owner, whether from within or outside of his respective Unit, nor shall he cause damage to other Units, whether by himself or by members of his family, guests, household help or other authorized occupants, visitors or pets.

Section 9. Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in, on or about the Common Elements, except in a storage area specifically designated by the Board or the manager or managing agent.

Section 10. No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the Building heating or air-conditioning system or plumbing system, without the prior written consent of the Association or Board or manager or managing agent.

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.

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.

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ARTICLE VI Amendments

These By-Laws may be amended or modified from time to time by action or approval of seventy-five per cent (75%) of the total votes of the Unit Owners (as such majority is defined in the Declaration), except that any amendment or modification of any rights granted the Developer hereunder, including, but not limited to, Section 7 of Article V or any provision now requiring unanimous approval shall be amended or modified only upon such unanimous approval and upon receipt of the written consent of the Developer.

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EXHIBIT 1 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 38.84 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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