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This instrument prepared by
and upon recording please
return to:

THE BROMPTON-PINE GROVE
CONDOMINIUM ASSOCIATION
549 West Brompton Avenue
Unit 2
Chicago, Illinois 60657



Doc#: 1232034071 **Fee:** \$172.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/15/2012 01:23 PM Pg: 1 of 30

UNIT P.I.N.s:
14-21-112-011-1001
THROUGH
14-21-112-011-1013

Address of Property:
3511-19 North Pinegrove and
549-51 West Brompton Avenue
Chicago, Illinois 60657

FIRST AMENDMENT TO THE CONDOMINIUM DECLARATION FOR
THE BROMPTON-PINE GROVE CONDOMINIUM

THE FIRST AMENDMENT TO THE CONDOMINIUM DECLARATION FOR

THE BROMPTON-PINE GROVE CONDOMINIUM was made and entered into the 20th day of
JUNE, 2012 by THE BROMPTON-PINE GROVE CONDOMINIUM ASSOCIATION BOARD,

WHEREAS, the Condominium Declaration for THE BROMPTON-PINE GROVE
CONDOMINIUM (the "Declaration") which was previously recorded with the Recorder of Deeds of
COOK County, Illinois as Document Number 24992946 on June 7, 1979, by which the real estate
commonly known as 3511-19 North Pinegrove and 549-51 West Brompton Avenue Chicago, Illinois
60657 (hereinafter referred to as the "Property") was submitted to the provisions of the Condominium
Act of the State of Illinois; and

WHEREAS, under Article XIX, Paragraph 6 of the Declaration, the right was reserved to record
an amendment; and

WHEREAS, the Board wishes to amend the Declaration and declare that the Condominium
Declaration be and is hereby amended as follows:

RECORDING FEE 172⁰⁰
DATE 11/15/2012 COPIES 6
OK BY JJC

UNOFFICIAL COPY**Article I entitled Definitions:**

The paragraph entitled Common Elements currently states:

Common
Elements

means all portions of the Property except the Units, including Limited Common Elements unless otherwise specified.

- The following language shall fully replace the prior paragraph:

“Common Elements means all portions of the property not specifically defined or delineated on the survey as a Limited Common Element, as a Unit or as a component that exclusively serves a particular unit or is only accessible from a particular unit”.

The paragraph entitled Occupant currently states:

Occupant

means a person, or persons, other than a Unit Owner, in possession of one or more Units.

- The following language shall fully replace the prior paragraph:

“Occupant means a person, or persons, other than a Unit Owner, inclusive of tenant, guest, invitee, relative(s) of Unit Owner, in possession of one or more Units.”

Article III entitled Common Elements:

Paragraph 1 entitled Description currently states:

1. Description

Except as otherwise in the Declaration provided, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing the Common Elements shall include the land, outside walks and driveways, landscaping, stairways, entrances and exits, halls, lobby, corridors, laundry, basement, roof, floors and ceilings and pipes, ducts, flues, shafts and public utility lines serving the Common Elements or more than on Unit.

- The following language shall fully replace the prior paragraph:

“1. Description Except as otherwise in the Declaration provided, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing the Common Elements shall include the land, courtyard, rear stairways servicing the Units via the Limited Common Element decks, exterior window trim immediately appurtenance to the Unit windows, brick moldings, hallway windows in the stairwells, outside walks, landscaping, stairways, entrances and exits, halls, lobby, corridors, laundry, basement, roof, floors and ceilings and pipes, ducts, boiler flue, shafts and public utility lines serving the Common Elements or more than one Unit.”

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Paragraph 3 entitled No Partition of Common Elements currently states:

3. No Partition of Common Elements

There shall be no partition of the Common Elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit Ownership shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership as between such co-owners.

- The following language shall fully replace the prior paragraph:

“3. No Partition of Common Elements

(a) There shall be no partition of the Common Elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership.

(b) If any Unit Ownership shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership as between such co-owners.”

Paragraph 4 entitled Limited Common Elements currently states:

4. Limited Common Elements

Except as otherwise in this Declaration provided, the Limited Common Elements shall consist of all portions of the Common Elements set aside and allocated for the restricted use of particular Units. Without limiting the generality of the foregoing, the Limited Common Elements shall include the following, all of which are indicated as such on the plat: Any patio, terrace, open porch, stairway, landing, or balcony, direct access to which is provided from a Unit, and which is located outside of and adjoining such Unit.

- The following language shall fully replace the prior paragraph:

“4. Limited Common Elements

Except as otherwise in this Declaration provided, the Limited Common Elements shall consist of all portions of the Common Elements set aside and allocated for the restricted use of particular Units. Without limiting the generality of the foregoing, the Limited Common Elements shall include the following, all of which are indicated as such on the plat: Any open porch, skylight, basement storage unit, fireplace flue, air conditioning unit installed on the roof by individual owners or balcony direct access to which is provided from a Unit, and which is located outside of and adjoining such Unit.”

UNOFFICIAL COPYArticle V entitled Common Expenses, Mortgages and Real Estate Taxes.

Paragraph 1 entitled Common Expenses currently states:

ARTICLE V

--Common Expenses, Mortgages and Real Estate Taxes--

1. Common Expenses

Each unit Owner shall pay his proportional share of the common expenses of administration, maintenance and repair of the Common Elements and of any other expenses incurred in conformance with the Declaration and By-Laws or of otherwise lawfully agreed upon. Such proportionate share of the common expenses for each Unit Owner shall be in the same ratio as his percentage of ownership in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act.

- The following language shall fully replace the prior paragraph:

“ARTICLE V

--Common Expenses, Mortgages and Real Estate Taxes--

1. Common Expenses

Each unit Owner shall pay his proportionate share of the common expenses of administration, maintenance and repair of the Common Elements and of any other expenses incurred in conformance with the Declaration and By-Laws or otherwise lawfully agreed upon. Such proportionate share of the common expenses for each Unit Owner shall be in the same ratio as his percentage of ownership in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof including any accrued late fees, interest, attorney’s fees and court costs associated with the Association’s collection efforts in conformity with the remedies allowed under Article XVI shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act.”

Paragraph 3 entitled Separate Real Estate Taxes currently states:

3. 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.

- The following language shall fully replace the prior paragraph:

“3. 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

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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.

In the event the Board resolves to appeal the real estate taxes levied by the county, each unit owner understands and acknowledges that such must be undertaken for the building as a whole and any reduction achieved benefits all unit owners thereby all unit owners shall share in the common expense of any appeal in proportion to their percentage of ownership."

Article VI entitled Insurance:

Paragraph 1 entitled Fire and Hazard Insurance currently states:

ARTICLE VI

--Insurance

1. Fire and Hazard Insurance

The Board of Managers shall acquire as a common expense, a policy or policies of insurance insuring the Common Elements and the Units against loss or damage from fire, lightning and other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements for the full insurable replacement value of the Common Elements and the Units written in the name of and to require a provision in such policy that the proceeds thereof shall be payable to the members of the Board, as trustees for each of the Unit Owners in the percentages established in Exhibit "B".

All said policies of insurance (1) shall contain standard mortgage clause endorsements in favor of the mortgagee or mortgagees of each Unit, if any, as their respective interest may appear, (2) shall provide that the insurance, as to the interest of the Board, shall not be invalidated by any act or neglect of any Unit Owner, (3) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefore, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act, (4) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days' prior written notice to the mortgagee of each Unit, (5) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the Trustee, the Developer, the managing agent, if any, their respective employees and agents and the Unit Owners and Occupants, and (6) shall contain a "Replacement Cost Endorsement". The proceeds of such insurance shall be applied by the Board or by the corporate trustee or agent on behalf of the Board for the reconstruction of the Building or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained at all times be subject to the provision of the Act with respect to the application of insurance proceeds to reconstruction of the Building. The Board may engage the services of and such insurance may be payable to a bank or trust company authorized to do, execute and accept trusts in Illinois to act as Insurance Trustee, and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of this Declaration. The fees of such bank or trust company shall be common expenses.

In the event of any loss in excess of \$50,000.00 in the aggregate at the Board's discretion or request of any Unit Owner, the Board shall solicit bids from reputable contractors.

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Payment by an insurance company to the Board or to such corporate trustee or agent of the proceeds of any policy, and the receipt of release from the Board or such corporate trustee or agent of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust or agency agreement under which proceeds may be held pursuant thereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

Each Unit Owner shall inform the Board in Writing of additions, alterations or improvements made by said Unit Owner to his Unit and the value thereof which value shall be included in the full replacement insurable cost for insurance purposes. If a Unit Owner fails to inform the Board as provided above and a penalty is assessed in the adjustment of loss settlement, the Unit Owner shall be responsible for such penalty.

- The following language shall fully replace the prior paragraph:

“ARTICLE VI
--Insurance--

1. Fire and Hazard Insurance

The Board of Managers shall acquire as a common expense, a policy or policies of insurance insuring the Common Elements and the Units against loss or damage from fire, lightning and other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements for the full insurable replacement value, less deductibles, but including coverage for increased costs of construction due to building code requirements, at the time insurance is purchased and at each renewal date of the Common Elements, and the Units including the bare walls, floors, ceilings of unit(s) written in the name of and to require a provision in such policy that the proceeds thereof shall be payable to the members of the Board, as trustees for each of the Unit Owners in the percentages established in Exhibit “B”.

All said policies of insurance (1) shall contain standard mortgage clause endorsements in favor of the mortgagee or mortgagees of each Unit, if any, as their respective interest may appear, (2) shall provide that the insurance, as to the interest of the Board, shall not be invalidated by any act or neglect of any Unit Owner, (3) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefore, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act, (4) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days' prior written notice to the mortgagee of each Unit, (5) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the Trustee, the Developer, the managing agent, if any, their respective employees and agents and the Unit Owners and Occupants, and (6) shall contain a “Replacement Cost Endorsement”. The proceeds of such insurance shall be applied by the Board or by the corporate trustee or agent on behalf of the Board for the reconstruction of the Building or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained at all times be subject to the provision of the Act with respect to the application of insurance proceeds to reconstruction of the Building. The Board may engage the services of and such insurance may be payable to a bank or trust company authorized to do, execute and accept trusts in Illinois to act as Insurance Trustee, and to receive

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and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of this Declaration. The fees of such bank or trust company shall be common expenses.

In the event of any loss in excess of \$50,000.00 in the aggregate at the Board's discretion or request of any Unit Owner, the Board shall solicit bids from reputable contractors. If improvements and betterments are covered by the association's policy any increased cost for the policy coverage may be assessed to the respective Unit Owner(s).

Payment by an insurance company to the Board or to such corporate trustee or agent of the proceeds of any policy, and the receipt of release from the Board or such corporate trustee or agent of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust or agency agreement under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

Each Unit Owner shall inform the Board in writing of additions, alterations or improvements made by said Unit Owner to his Unit and the value thereof which value shall be included in the full replacement insurable cost for insurance purposes. If a Unit Owner fails to inform the Board as provided above and a penalty is assessed in the adjustment of loss settlement, the Unit Owner shall be responsible for such penalty."

Paragraph 3 entitled Public Liability and Property Damage Insurance currently states:

3. Public Liability and Property Damage Insurance

The Board shall have the authority to and duty to obtain, and shall acquire as a common expense, comprehensive public liability insurance against claims and liabilities arising in connection with ownership, existence, use or management of the Property in amounts deemed sufficient in the judgment of the Board of Managers, insuring the Board of Managers, the Unit Owners Association, and the management agent, and their respective employees, agents and all person acting as agents. The Developer shall be included as an additional insured in his capacity as Unit Owner and Board member. The Unit Owners shall be included as additional insureds but only with respect to that portion of the premises not reserved for their exclusive use. The insurance shall cover claims of one or more insured parties against other insured parties. The insurance shall contain a waiver of any rights to subrogation by the insuring company against any of the above named insured persons.

- The following language shall fully replace the prior paragraph:

"3. Public Liability and Property Damage Insurance

The Board shall have the authority to and duty to obtain, and shall acquire as a common expense, comprehensive public liability insurance a/k/a commercial general liability insurance against claims and liabilities arising in connection with ownership, existence, use or management of the Property in a minimum amount of \$1,000,000 or greater amounts deemed sufficient in the judgment of the Board of Managers, insuring the Board of Managers, the Unit Owners Association, the management agent, and their respective employees, agents and all person acting as agents. The Developer shall be included as an additional insured in his capacity as Unit Owner and Board member. The Unit Owners shall be included as additional insureds but only with respect to that portion of the premises not reserved for their exclusive use. The insurance

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shall cover claims of one or more insured parties against other insured parties. The insurance shall contain a waiver of any rights to subrogation by the insuring company against any of the above named insured persons.”

Paragraph 4 entitled Workmen’s Compensation and Other Insurance currently states:

4. Workmen’s Compensation and Other Insurance

The Board of Managers shall acquire, as a common expense, workmen’s compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board, in its judgment, shall elect to obtain, including, but not limited to insurance for the Association, its officers and manager against liability from good faith actions allegedly beyond the scope of their authority.

- The following language shall fully replace the prior paragraph:

“4. Workmen’s Compensation and Other Insurance

The Board of Managers shall acquire, as a common expense, workmen’s compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board, in its judgment, shall elect to obtain, including, but not limited to directors and officers insurance for the Association, its officers and manager against liability from good faith actions allegedly beyond the scope of their authority at reasonable levels and extends to all contracts and other actions taken by Board in their official capacity as directors and officers but excludes coverage for actions which the directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or this Declaration and Bylaws and the amendments thereto.

The Board shall obtain insurance with a Fidelity Bond covering any managing agent of the Association and any employees of the managing agent who control or disburse association funds for a maximum amount of coverage available to protect the funds in the custody or control of the association plus the full value of the association’s reserve funds.”

Paragraph 7 entitled “Contents Insurance” currently states:

7. Contents Insurance

Each Unit Owner shall be responsible for procuring and maintaining insurance on the contents of his own Unit at his own expense.

- The following language shall fully replace the prior paragraph:

“7. Contents Insurance

Each Unit Owner shall be responsible for procuring and maintaining condominium unit owner’s insurance on the contents and the four walls in of his own Unit at his own expense. The Unit Owners shall provide proof of insurance to the Board upon move-in and renewal. If a unit owner fails to obtain condominium unit owner’s insurance the Board may purchase the same and charge the Unit Owner via his/her assessment account ledger.

8. Contractors and Vendors

Any Contractor or Vendor doing business with the Association under a contract which exceeds \$10,000 a year must provide to the association an insurance certificate naming the association, its Board and its management company (if any) as additional insureds.”

UNOFFICIAL COPY**Article VII entitled Administration and Operation**

Paragraph 2 entitled Duties and Powers of the Association currently states:

2. Duties and Powers of the Association

The Unit Owner's Association is responsible for the overall administration of the Property through its duly elected Board of Managers. The duties and powers of the Association and its Board shall be those set forth in its Articles of Incorporation, if any, the By-Laws and this Declaration; provided, however, that, (i) the terms and provisions of the Act shall control in the event of any inconsistency between the Act, on the one hand, and this Declaration, the Articles of Incorporation, if any, and the By-Laws on the other hand, (ii) the terms and provisions of this Declaration shall control in the event of any inconsistency between this Declaration, on the one hand, and the Articles of Incorporation, if any, and the By-Laws on the other hand.

- The following language shall fully replace the prior paragraph:

“2. Duties and Powers of the Association

The Unit Owner's Association is responsible for the overall administration of the Property through its duly elected Board of Managers. The duties and powers of the Association and its Board shall be those set forth in the By-Laws and this Declaration and any Rules and Regulations promulgated by the Board in accordance with the provisions set forth in this Declaration; provided, however, that, (i) the terms and provisions of the Act shall control in the event of any inconsistency between the Act, on the one hand, and this Declaration, and the By-Laws on the other hand, (ii) the terms and provisions of this Declaration shall control in the event of any inconsistency between this Declaration, on the one hand, and the By-Laws on the other hand.”

Article VIII entitled Maintenance, Alterations and Decorating

Paragraph 3 entitled Alterations, Additions or Improvements currently states:

3. Alterations, Additions or 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. Any Unit Owner may make alterations, additions and improvements within his Unit without the prior written approval of the Board, but in any event such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the Property as a result of such alterations, additions or improvements. Nothing shall be done in any Unit, or in , on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building.

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- The following language shall fully replace the prior paragraph:

“3. Alterations, Additions or 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 for example but not limited to, satellite dishes, air conditioning units on the roof, skylights. Any Unit Owner may make alterations, additions and improvements within his Unit after disclosing the same in advance of work beginning, to the Board with documentation of licensed, insured and bonded contractor’s estimate or contract, any necessary permits and plans but in any event such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the Property as a result of such alterations, additions or improvements for example but not limited to, damaging the roof membrane and/or the roof itself. Nothing shall be done in any Unit, or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building.”

Article IX entitled Sale, Leasing or Other Alienation

Paragraph 1 entitled Sale or Lease currently states:

ARTICLE IX

--Sale, Leasing or Other Alienation--

1. Sale or Lease

Any Unit Owner other than the Trustee who wishes to sell or lease his Unit Ownership (or any lessee of an Unit wishing to assign or sublease such Unit) shall give to the Board not less than thirty (30) days prior written notice of his intent to sell or lease and subsequently, the terms of any contract to sell or lease, entered into subject to the Board’s option as set forth hereinafter together with a copy of such contract, the name, address and financial and character references of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. The members of the Board acting on behalf of the other Unit Owners shall at all times have the first right and option to purchase or lease such Unit Ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice of contract. If said option is not exercised by the Board within said thirty (30) days, the Unit Owner (or lessee) may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, proceed to consummate the sale (or sublease or assignment of) such Unit Ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the Unit Owner (or lessee) fails to close said proposed sale or lease transaction within said ninety (90) days, the Unit Ownership shall again become subject to the Board’s right of first refusal as herein provided.

- The following language shall fully replace the prior paragraph:

“ARTICLE IX

--Sale, Leasing or Other Alienation--

1. Sale or Lease

Any Unit Owner other than the Trustee who wishes to sell or lease his Unit Ownership (or any lessee of any Unit wishing to assign or sublease such Unit) shall give to the Board not less than thirty (30) days prior written notice of his intent to sell or lease and subsequently, the terms of any contract to sell or lease, entered into subject to the Board’s option as set forth hereinafter together with a copy of such contract, the name, address of the proposed purchaser or

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lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. Unit Owners subject to the restrictions outlined herein or within the Rules & Regulations passed and amended by the Board from time to time, may sell, give, devise, convey, mortgage, lease or otherwise transfer such unit owner's entire unit. Written Notice of consummation of such transfer must be given to the Board within 10 days following such transfer. "

Paragraph 2 entitled Gift shall be deleted in its entirety.

2. Gift

Any Unit Owner other than the Trustee who wishes to make a gift of his Unit Ownership or any interest therein to any person other than a permitted party under Section 10 of this Article IX, shall give to the Board not less than ninety (90) days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name, address and financial and character references of the intended donee and such other information concerning the intended donees as the Board may reasonably require. If the gift to such a party is not consented to by the Board, and the Unit Owner insists on making said gift, the members of the Board acting on behalf of the other Unit Owners, shall at all times have the first right and option to purchase such unit Ownership or interest therein for cash at fair market value determined by arbitration as hereinafter provided, which option shall be exercisable until the date of expiration as provided herein. In the event that the board exercises said option and the parties cannot arrive at an agreed price, then within fifteen (15) days after receipt of a written notice by the Board, the Board and the Unit Owner desiring to make such gift shall each select a qualified real estate appraiser. The two appraisers so selected shall, within ten (10) days after their selection, appoint another qualified real estate appraiser to act as the arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the arbitrator shall determine the fair market value of the Unit Ownership or interest therein which the Unit Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Unit Owner and the Board, and said determination shall be conclusive upon the parties. If either party shall fail to select an appraiser, the appraiser designated by the other party shall make the appraisal. The Board's option to purchase the Unit Ownership or interest therein shall expire forty five (45) days after the date of receipt by it of written notice of such determination of fair market value. The cost of appraisal shall be divided equally between such Unit Owner and the Board and the Board's share shall be common expense.

Paragraph 3 entitled Devise shall be deleted in its entirety.

3. Devise

In the event any Unit Owner dies leaving a will devising his Unit Ownership, or any interest therein to any person or persons not heirs at law of the deceased Unit Owner under the Rules of Descent of the State of Illinois, and said will is admitted to probate, the members of the Board acting on behalf of the other Unit Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit Ownership or interest therein, either from the devisee or devisees thereof named in said will, or if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration as herein provided. In the event of a dispute as to purchase price, within sixty (60) days after the appointment of a personal representative for the estate of a deceased Unit Owner, the Board shall appoint a qualified real estate appraiser, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees or personal representative, as the case may be shall appoint a qualified real estate appraiser. Within ten (10) days after appointment of the two (2) said appraisers, the two so appointed shall appoint another qualified real estate appraiser to act as the arbitrator. Within fifteen (15) days thereafter the arbitrator shall determine the fair market

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value of the Unit Ownership or interest therein devised by the deceased Unit Owner, and shall thereupon give written notice of such determination to the Board and said devisee, devisees or personal representative, as the case may be, and said determination shall be conclusive upon the parties. If either party shall fail to select an appraiser, then the appraiser designated by the other party, shall make the appraisal. The Board's right to purchase the Unit Ownership, or interest therein, at the price determined by the arbitrator shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Unit Owner is empowered to sell, and shall expire eight (8) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. The cost of appraisal shall be equally divided between such unit Owner and the Board and the Board's share shall be a common expense.

Paragraph 4 entitled Involuntary Sale currently states:

4. Involuntary Sale

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

(b) In the event any Unit Owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against his Unit Ownership, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefore against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article XVI hereof.

- The following language shall fully replace the prior paragraph:

4. Involuntary Sale

(a) In the event any Unit Ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale) the person acquiring title through such sale shall, give written notice to the Board of the sale with the new owners address, phone number(s), email address, emergency contact and other necessary information.”

Paragraphs 5, 6, 7, 8, 9 and 10 shall be deleted in their entirety.

5. Consent of Voting Members

The Board shall not exercise any option hereinabove set forth to purchase any Unit Ownership or interest therein without the consent of Voting Members having three-fourths (3/4) of the total votes. The Board or its duly authorized representative, acting on behalf of the other Unit Owners, may bid to purchase at any sale of a Unit Ownership or interest therein of any Unit Owner living or deceased, which said sale is held pursuant to an order or direction of a court, upon the prior consent of Voting Members having three-fourths (3/4) of the total votes,

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which said consent shall set forth a maximum price which the Board or its duly authorized representative is authorized to bid and pay for said Unit Ownership or interest therein.

6. Release or Waiver of Option

Upon the consent of at least three-fourths (3/4ths) of the Board members, any of the options contained in this Article IX may be released or waived and the Unit Ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

7. Proof of Termination of Option

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

8. Financing of Purchase Under Option

(a) Acquisitions of Unit Ownership or any interest therein under the provisions of the Article may be made from the maintenance fund or any other financing arrangement as the Board deems desirable. If said fund is insufficient, the Board shall levy an assessment against each Unit Owner as provided for and subject to Article XVI hereof.

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

9. Title to Acquired Interest

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

10. Exceptions to Board's Right of First Refusal

The Board's right of first refusal as provided in Sections 1, 2 and 3 of this Article IX shall not apply to any sale, lease, gift, devise or transfer by the Trustee, and/or the Developer, or by any corporation, trust or other entity when the original Unit Owner or persons having at least majority control of said Unit Owner are in control of the transferee, or resulting from statutory merger or consolidation, or between co-owners of the same Unit, or anyone or more of them, or to any trustee of a trust, the sole beneficiary or beneficiaries of which are the Unit Owner, the spouse or lawful child of the Unit Owner, or any one or more of them, or from any trustee of a trust to any one or more of the beneficiaries thereof.

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Paragraph 11 entitled Miscellaneous currently states:

11. Miscellaneous

If a proposed sale, lease, devise or gift of any Unit Ownership is made by any Unit Owner, after compliance with the foregoing provisions, the purchaser, lessee, devisee, or donee 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 in the case of a lease, said lease shall expressly so provide. The Unit Owner making any such lease shall not be relieved thereby from any of his obligations hereunder. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the Board's right of first option shall apply to such Unit Ownership. If any sale, lease, devise or gift of a Unit Ownership is made or attempted by any Unit Owner without complying with the foregoing provisions, such sale, lease, devise, or gift shall be subject to each and all of the rights and options of the Board hereunder and each and all of the remedies and actions available to the Board hereunder or at law or in equity in connection therewith. The foregoing provisions with respect to the Board's right of first options as to any proposed sale, lease, devise or gift 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 may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the same.

- The following language shall fully replace the prior paragraph:

“11. Miscellaneous

If a proposed sale, devise or gift of any Unit Ownership is made by any Unit Owner, the purchaser, devisee, or donee 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.

In the case of a lease, said lease shall expressly so provide that lessee and lessor shall be bound and subject to all obligations as provided in the Declaration, Bylaws, Rules and Regulations with respect to the Unit, Unit Ownership, Unit Owner, occupant, tenant, guests and invitees. The Unit Owner making any such lease shall not be relieved thereby from any of his obligations hereunder.

If any sale, lease, devise or gift of a Unit Ownership is made or attempted by any Unit Owner without complying with the foregoing provisions, such sale, lease, devise, or gift shall be subject to each and all of the rights and options of the Board hereunder and each and all of the remedies and actions available to the Board hereunder or at law or in equity in connection therewith. The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the same.”

Article X entitled Damage or Destruction and Restoration of Building

Paragraph 3 entitled Cessation of Common Expenses currently states:

3. Cessation of Common Expenses

Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

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- The following language shall fully replace the prior paragraph:

“3. Cessation of Common Expenses

Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease. Immediately upon notice of such withdrawal, the Board shall convene and recalculate the percentage of ownership in the common elements in order to reapportion the unit and common elements among the remaining units and unit owners on the basis of the percentage of interest of each remaining unit, and shall provide 30 days written notice of the new percentages and when they shall take effect as well as the new monthly assessment values attached thereto.”

Article XI entitled Eminent Domain

Paragraph 2 entitled Cessation of Common Expenses currently states:

2. Cessation of Common Expenses

Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

- The following language shall fully replace the prior paragraph:

“2. Cessation of Common Expenses

Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease. Immediately upon notice of such withdrawal, the Board shall convene and recalculate the unit’s percentage of ownership in order to reapportion the unit and common elements among the remaining units and unit owners, and shall provide 30 days written notice of the new percentages and when they shall take effect as well as the new monthly assessment values attached thereto.”

Article XII entitled Sale of the Property currently states:

ARTICLE XII

--Sale of the Property--

The Unit Owners through the affirmative vote of Voting Members having at least three-fourths (3/4) of the total votes, at a meeting duly called for such purpose, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit Ownership entitled to notice under Section 1 of Article XIX of this Declaration. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner or form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the fair market value of his interest, as determined by arbitration as hereinafter provided, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In

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the absence of agreement on the fair market value of such interest, such Unit Owner and the Board shall each select an appraiser, and two so selected shall select a third, and the fair market value, as determined by said third appraiser, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The cost of the appraisal shall be divided equally between such Unit Owner and the Board, and the Board's share shall be a common expense.

- The following language shall fully replace the prior paragraph:

“ARTICLE XII

--Sale of the Property--

The Unit Owners through the affirmative vote of Voting Members having at least 75% of all unit owners of the total votes, at a meeting duly called for such purpose, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit Ownership entitled to notice under Section 1 of Article XIX of this Declaration. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner or form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the fair market value of his interest, as determined by arbitration as hereinafter provided, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on the fair market value of such interest, such Unit Owner and the Board shall each select an appraiser, and two so selected shall select a third, and the fair market value, as determined by said third appraiser, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The cost of the appraisal shall be divided equally between such Unit Owner and the Board, and the Board's share shall be a common expense.”

Article XIV entitled Board of Managers

Paragraph 1 entitled Board of Managers (Board of Directors) currently states:

ARTICLE XIV

--Board of Managers--

1. Board of Managers (Board of Directors)

(a) The direction and administration of the Property shall be vested in a Board of Managers, consisting of five (5) persons who shall be appointed or elected in the manner herein provided. Each member of the Board shall be one of the Unit Owners and shall reside on the Property, provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board, provided such person must reside on the Property unless he is a Board member nominated by the Trustee.

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(b) At the initial meeting the Voting Members shall elect the five (5) Board Members. In all elections for members of the Board, each Voting Member shall be entitled to cumulate his votes in the manner provided by law and the candidates receiving the highest number of votes with respect to the number of officers to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. Five (5) Board members shall be elected at the first annual meeting, and thereafter each Board Member shall serve for a term of one year. Board members may be re-elected at the expiration of his or her term. Members of the Boards shall receive no compensation for their services, unless expressly authorized by the Board with the approval of Voting Members having two-thirds (2/3) of the total votes. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board shall be filled by the Voting Members present at the next annual meeting or at a special meeting of the Voting Members called for such purpose. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meeting when a quorum exists. A majority of the total number of the members of the Board shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may adopt.

(c) The Board shall elect from among its members a President who shall preside over both its meetings and those for the Voting Members, and who shall be the chief executive officer of the Board and the Association and who shall execute amendments to the Condominium Instruments, and a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members, who shall mail and receive all notices, and who shall, in general, perform all the duties incident of the office of Secretary, a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. The term of offices shall be for one (1) year and officers may succeed themselves. Vacancies in any offices shall be filled by action of the Board for the unexpired term.

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

(e) The Board shall meet at least four (4) times annually, on the first Monday of February, May, August and November and at such other times as the Board deems necessary. Meetings of the Board shall be open to any Unit Owner, notice of any such meeting shall be mailed at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or person entitled to such notice.

- The following language shall fully replace the prior paragraph:

“ARTICLE XIV
--Board of Managers--

1. Board of Managers (Board of Directors)

(a) The direction and administration of the Property shall be vested in a Board of Managers, consisting of five (5) persons who shall be appointed or elected in the manner herein provided. Each member of the Board shall be one of the Unit Owners and shall reside on the Property, provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board, provided such person must reside on the Property unless he is a Board member nominated by the Trustee.

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(b) At the initial meeting the Voting Members shall elect the five (5) Board Members. In all elections for members of the Board, each Voting Member shall be entitled to cumulate his votes in the manner provided by law and the candidates receiving the highest number of votes with respect to the number of officers to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. Five (5) Board members shall be elected at the first annual meeting, and thereafter each Board Member shall serve for a term of one year. Board members may be re-elected at the expiration of his or her term. Members of the Boards shall receive no compensation for their services, unless expressly authorized by the Board with the approval of Voting Members having two-thirds (2/3) of the total votes. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board shall be filled by the Voting Members present at the next annual meeting or at a special meeting of the Voting Members called for such purpose. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meeting when a quorum exists. Three of the members of the Board shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may adopt, in person, by telephone, by video conference, skype or similar service or by email.

(c) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members, and who shall be the chief executive officer of the Board and the Association and who shall execute amendments to the Condominium Instruments, and a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members, who shall mail and receive all notices, and who shall, in general, perform all the duties incident of the office of Secretary, a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect and two others as members at large but not as officers. The term of offices shall be for one (1) year and officers may succeed themselves. Vacancies in any offices shall be filled by action of the Board for the unexpired term.

(d) Any Board member may be removed from office by affirmative vote of a majority of the Board or of the Voting Members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting or any subsequent annual meeting or special meeting called for that purpose.

(e) The Board shall meet at least four (4) times annually, on the first Monday of February, May, August and November and at such other times as the Board deems necessary. Meetings of the Board shall be open to any Unit Owner, notice of any such meeting shall be delivered, faxed, emailed or mailed at least ten (10) days but not more than thirty (30) days prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice or unless an emergency presents itself necessitating a meeting of the Board."

Article XV entitled Members (Unit Owners)

Paragraph 3 entitled Notices of Meetings currently states:

3. Notices of Meetings

Notices of meetings require to be given herein may be delivered either personally or by mail to the person entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address has been give to the Board.

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- The following language shall fully replace the prior paragraph:

“3. Notices of Meetings

Notices of meetings required to be given herein may be delivered not less than ten (10) days before such meeting by email, facsimile, by overnight mail, by hand delivery or by mail to the person entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address has been given to the Board.”

Article XVI entitled Assessments – Maintenance Fund

Paragraph 2 entitled Reserves and Adjustments

2. Reserves and Adjustments

The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Any extraordinary or non-recurring common expense, any common expense not set forth in the budget as adopted, and any increase in assessments over the amount adopted shall be separately assessed against all Unit Owners. Any such separate assessment shall be subject to approval by the affirmative vote of a least two-thirds (2/3) of the Unit Owners voting at a meeting of such Unit Owners duly called for the purpose of approving the assessment if it involves proposed expenditures resulting in a total payment assessed to a Unit Owner equal to the greater of five (5) times the Unit’s most recent common expense assessment calculated on a monthly basis, or three hundred (\$300). All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

- The following language shall fully replace the prior paragraph:

“2. Reserves and Adjustments

The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Any extraordinary or non-recurring common expense, any common expense not set forth in the budget as adopted, and any increase in assessments over the amount adopted shall be separately assessed against all Unit Owners. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.”

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Paragraph 8 entitled Assessments currently states:

8. Assessments

If a unit owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Unit Ownership of the Unit Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Such lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by any bank, insurance company, savings and loan association or other lender shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered Unit Ownership which become due and payable subsequent to the date the encumbrancer either takes possession of the Unit, accepts a conveyance of any interest in the Unit Ownership or has a receiver appointed in a suit to foreclose its lien. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Unit Owner shall fail to pay the proportionate share of the Common Expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include: (1) the right to enforce the collection of such defaulting Unit Owner's share of such expenses (whether due by acceleration or otherwise), together with interest thereon, at the maximum rate permitted by law, and all fees and costs (including reasonable attorney's fees) incurred in the collection thereof; (2) the right, by giving such defaulting Unit Owner five days' written notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (3) the right to take possession of such defaulting Unit Owner's interest in the Property, to maintain for the benefit of all the other Unit Owners an action for possession in the manner prescribed in "an Act in regard to Forcible Entry and Detainer" approved February 16, 1874, as amended, and to execute leases of such defaulting Unit Owner's interest in the Property and apply the rents derived therefrom against such expenses.

- The following language shall fully replace the prior paragraph:

"8. Assessments

If a unit owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof to seek possession of the Unit by a forcible entry and detainer action or to foreclose any lien on the Unit for any outstanding ledger balance; any remedy sought shall include accrued late fees, 7% per annum interest rate, attorney's fees and court costs. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Unit Ownership of the Unit Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Such lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by any bank, insurance company, savings and loan association or other lender shall be subject as to priority after written notice to said

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encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered Unit Ownership which become due and payable subsequent to the date the encumbrancer either takes possession of the Unit, accepts a conveyance of any interest in the Unit Ownership or has a receiver appointed in a suit to foreclose its lien. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Unit Owner shall fail to pay the proportionate share of the Common Expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include: (1) the right to enforce the collection of such defaulting Unit Owner's share of such expenses (whether due by acceleration or otherwise), together with interest thereon, at the maximum rate permitted by law, and all fees and costs (including reasonable attorney's fees) incurred in the collection thereof; (2) the right, by giving such defaulting Unit Owner five days' written notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (3) the right to take possession of such defaulting Unit Owner's interest in the Property, to maintain for the benefit of all the other Unit Owners an action for possession in the manner prescribed in "an Act in regard to Forcible Entry and Detainer" approved February 16, 1874, as amended, and to execute leases of such defaulting Unit Owner's interest in the Property and apply the rents derived therefrom against such expenses."

Article XIX entitled General Provisions

Paragraph 6 entitled Amendment currently states:

6. Amendment

Except as otherwise provided in the Act, this Declaration and By-Laws, the provision of the Condominium Instruments may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all of the members of the Board, at least three-fourths (3/4) of the Unit Owners and the approval of any mortgagees required under the provisions of the Condominium Instruments, and containing an affidavit by an officer of the Board certifying that a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of such affidavit. Any amendment, change or modification shall conform to the provisions of the Condominium Property Act and shall be effective upon recording thereof. No change, modification or amendment which affects the rights, privileges or obligations of the Trustee or the Developer shall be effective without the prior written consent of the Trustee or the Developer. Except to the extent authorized by provisions of the Act, no amendment to the Condominium Instruments shall change the boundaries of any Unit or the undivided interest in the Common Elements, the number of votes in the Unit Owners' Association, or the liability for common expenses appertaining to a Unit.

- The following language shall fully replace the prior paragraph:

"6. Amendment

Except as otherwise provided in the Act, this Declaration and By-Laws, the provision of the Condominium Instruments may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all of the members of the Board, at least three-fourths (3/4) of the Unit Owners and the approval of any mortgagees required under the provisions of the Condominium Instruments, and containing an affidavit by an officer of the Board

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certifying that a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of such affidavit where such changes affect the percentages of ownership, the amount of insurance coverage obtained by the association, the value of the building, or the rights and interests of the mortgagees. The Board may amend this Declaration in order to simply correct a typographical error or a scrivener's error by approval of at least three (3) of the five (5) Board members, without further notice in advance to the unit owners or to the mortgagees.. Any amendment, change or modification shall conform to the provisions of the Condominium Property Act and shall be effective upon recordation thereof. Except to the extent authorized by provisions of the Act, no amendment to the Condominium Instruments shall change the boundaries of any Unit or the undivided interest in the Common Elements, the number of votes in the Unit Owners' Association, or the liability for common expenses appertaining to a Unit."

Property of Cook County Clerk's Office

Exhibit B as shall be amended by replacing it with this Exhibit B:

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EXHIBIT "B"
TO
DECLARATION OF CONDOMINIUM OWNERSHIP & BY-LAWS
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
THE BROMPTON-PINE GROVE CONDOMINIUM

<u>UNIT</u>	<u>STORAGE UNIT</u>	<u>PERCENTAGE INTEREST IN COMMON ELEMENTS</u>
549-1	2	5.6%
549-2	5	5.6%
549-3	4	5.6%
551-G	1	4.1%
551-1	6	8.1%
551-2	7	8.1%
551-3	3	8.1%
3519 S-1	8	5.6%
3519 N-1	10	5.6%
3519 S-2	15	5.6%
3519 N-2	9	5.6%
3519 S-3	14	5.6%
3519 N-3	11	5.6%
3511-1	12	7.1%
3511-2	13	7.1%
3511-3	16	7.1%
		100.0%

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Exhibit A shall be amended by replacing the 1st and 2nd page of the Plat of Survey currently on file and recorded with the Declaration with “page 1 of 5” and “page 2 of 5” attached hereto, as amended on November 17, 2010.

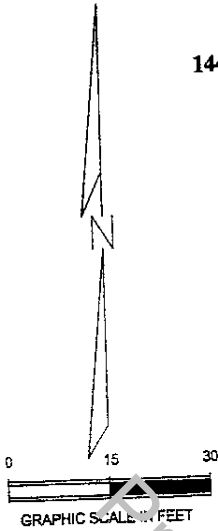
2 SURVEY PAGES ATTACHED

Property of Cook County Clerk's Office

UNOFFICIAL COPY CERTIFIED SURVEY, INC.

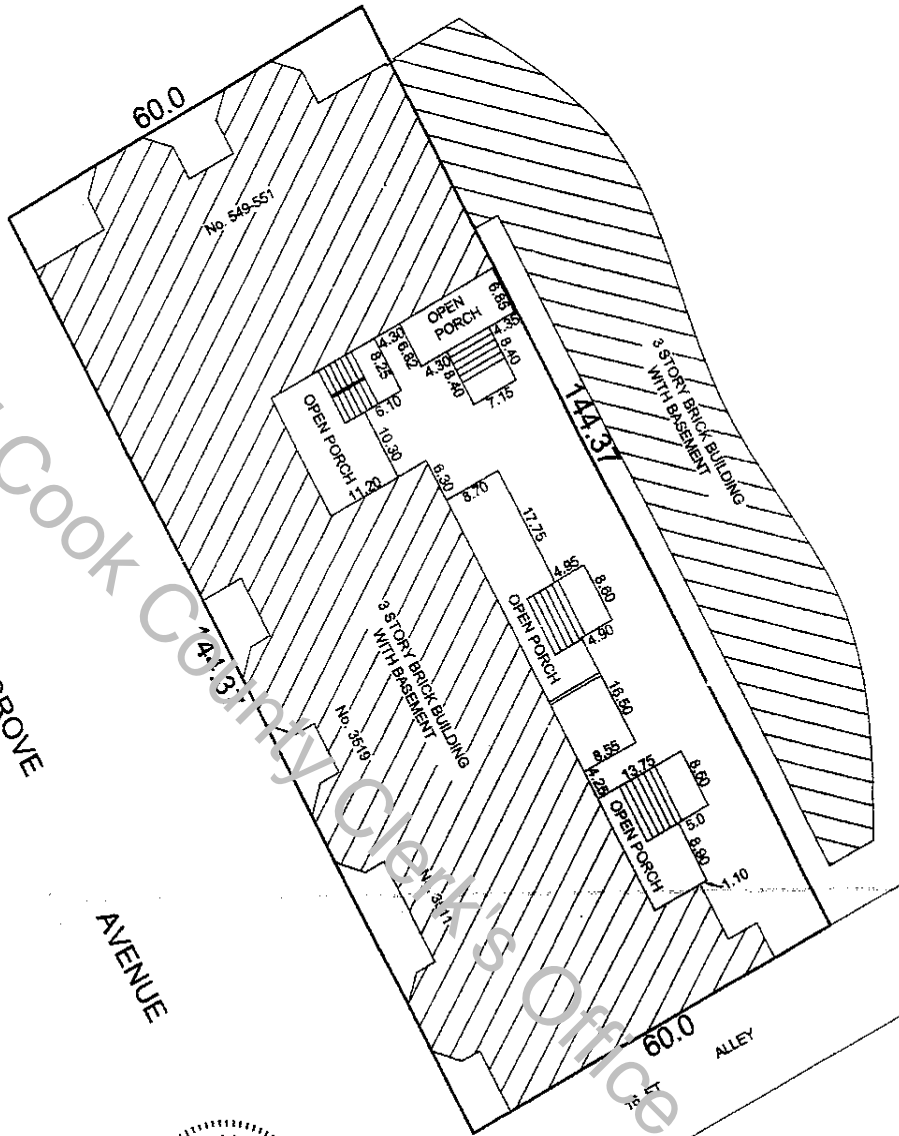
1440 Renaissance Drive, Suite 140, Park Ridge, IL 60068 Phone 847-296-6900 Fax 847-296-6906

PLAT OF SURVEY



W. BROMPTON AVENUE

N. PINE GROVE AVENUE



PORCHES AMENDED NOVEMBER 17, 2010



MAIL TO: KLJSE & BIEL, LTD.
1478 W. WEBSTER
CHICAGO, IL 60614

ORDER No. 1014
EXHIBIT A
PAGE 1 OF 5

STATE OF ILLINOIS)
COUNTY OF COOK) SS

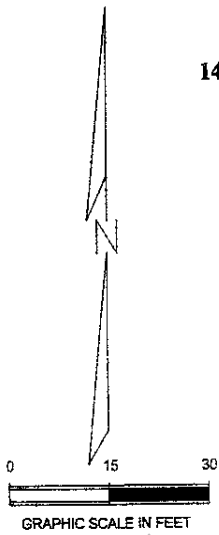
WE, CERTIFIED SURVEY INC., DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY, LOCATED THE BUILDING THEREON AND DIVIDED BOTH VERTICALLY AND HORIZONTALLY AS A CONDOMINIUM AS SHOWN ON THE ATTACHED PLAT WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY. ALL DISTANCES, DIMENSIONS AND ELEVATIONS ARE GIVEN IN FEET AND DECIMAL PARTS OF A FOOT. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR BOUNDARY SURVEYS AND CONDOMINIUMS.
DATED THIS 17th DAY OF NOVEMBER A.D. 2010

David A. Kostich
PROFESSIONAL ILLINOIS LAND SURVEYOR #02777
LICENSE EXPIRES NOVEMBER 30, 2012

CERTIFIED SURVEY, INC. UNOFFICIAL COPY

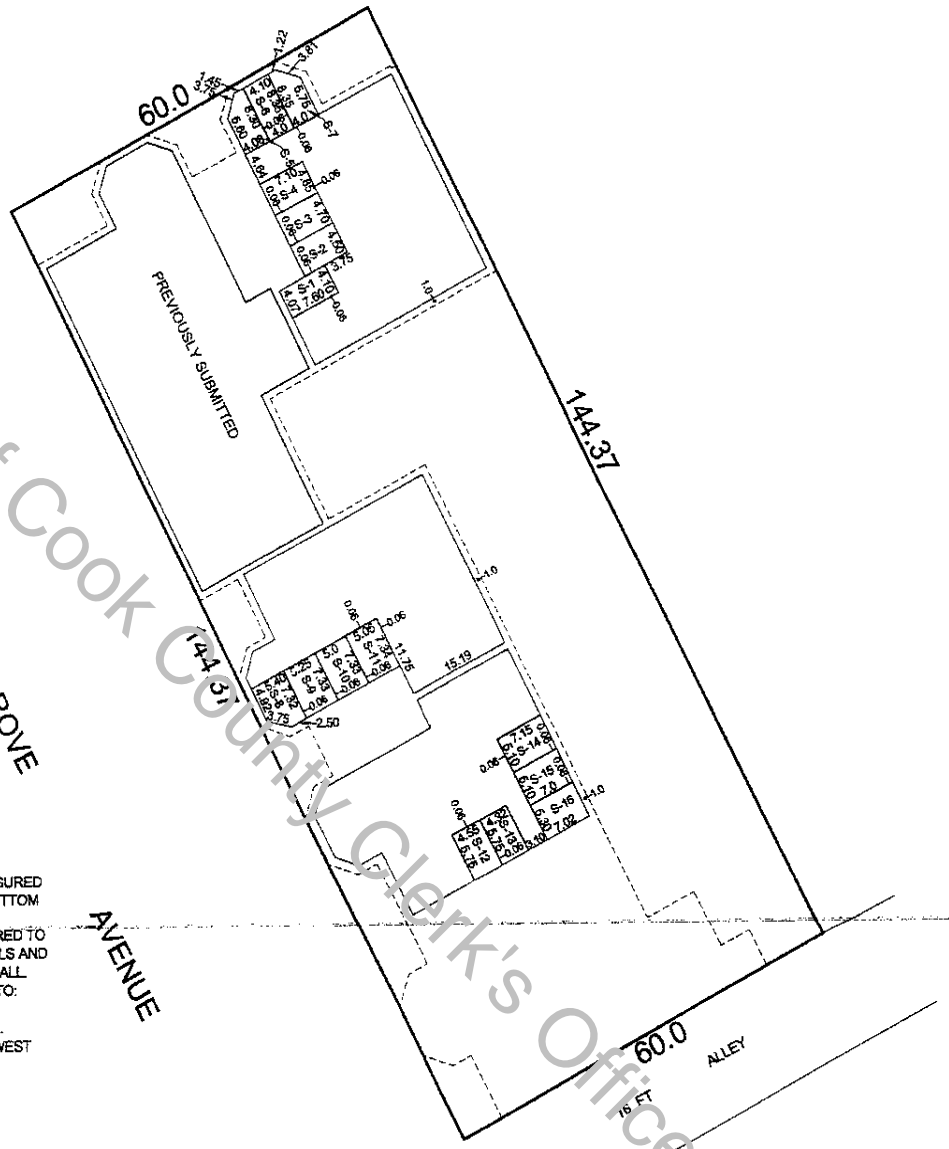
1440 Renaissance Drive, Suite 140, Park Ridge, IL 60068 Phone 847-296-6900 Fax 847-296-6906

PLAT OF SURVEY



W. BROMPTON AVENUE

N. PINE GROVE AVENUE



HORIZONTAL PLANES SHOWN HEREON ARE MEASURED ON THE TOP OF FINISHED FLOOR AND TO THE BOTTOM OF FINISHED CEILING.
 VERTICAL PLANES SHOWN HEREON ARE MEASURED TO THE INTERIOR FACE OF WALL ON EXTERIOR WALLS AND TO THE INTERIOR FACE OF WALL ON INTERIOR WALL.
 ELEVATIONS SHOWN HEREON ARE IN RELATION TO: BENCHMARK NO. 243
 LOCATED 15.6 FEET SOUTH OF NORTH LINE OF W. CORNELIA AVENUE AND 9.0 FEET WEST OF THE WEST LINE OF N. PINE GROVE AVENUE

ELEVATION =+ 10.811

UPPER ELEVATION = + 6.47 ON THIS PAGE ONLY
 LOWER ELEVATION =+ 13.42 ON THIS PAGE ONLY.

STORAGE LOCKERS
 AMENDED NOVEMBER 17, 2010

BASEMENT

ORDER No. 1014
 EXHIBIT A
 PAGE 2 OF 5



STATE OF ILLINOIS
 COUNTY OF COOK) SS

WE, CERTIFIED SURVEY INC., DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY, LOCATED THE BUILDING THEREON AND DIVIDED BOTH VERTICALLY AND HORIZONTALLY AS A CONDOMINIUM AS SHOWN ON THE ATTACHED PLAT WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY. ALL DISTANCES, DIMENSIONS AND ELEVATIONS ARE GIVEN IN FEET AND DECIMAL PARTS OF A FOOT. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR BOUNDARY SURVEYS AND CONDOMINIUMS.
 DATED THIS 17th DAY OF NOVEMBER A.D. 2010

David A. Kostich
 PROFESSIONAL ILLINOIS LAND SURVEYOR #2777
 LICENSE EXPIRES NOVEMBER 30, 2012

UNOFFICIAL COPY

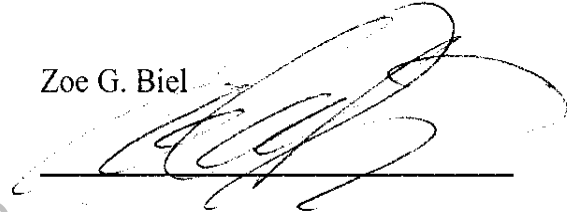
AFFIDAVIT OF ZOE G. BIEL

Affiant, ZOE G. BIEL, a citizen of the United States, State of Illinois, a person over the age of 18 years, and on her oath states the following:

1. Affiant is counsel to The Brompton-Pine Grove Condominium Association (the "Association").
2. Affiant assisted the Association in drafting an Amendment to its Declaration.
3. Affiant prepared the mailing to the respective Mortgagees and mailed the same on September 5, 2012, allowing each Mortgagee to execute a Consent of Mortgagee page to the Amendment and return the same within 31 days.

Affiant further sayeth naught

Zoe G. Biel



SWORN TO AND SUBSCRIBED BEFORE ME ON THIS Wednesday, September

05, 2012


Notary Public



UNOFFICIAL COPY

IN WITNESS WHEREOF, Board members of the BROMPTON PINEGROVE CONDOMINIUM ASSOCIATION, have caused their name to be signed hereto on the day and year first written above.

BROMPTON PINEGROVE CONDOMINIUM ASSOCIATION

Tina Haubert TINA HAUBERT, BOARD PRESIDENT
Laurel Lindemann LAUREL LINDEMANN, BOARD SECRETARY
Roger Pomerance ROGER POMERANCE, BOARD TREASURER
Andrew Balster Board Member **ANDREW BALSTER**
Jennifer Ockerman Board Member Jennifer Ockerman
 _____ Board Member
 _____ Board Member

IN WITNESS WHEREOF, THE BOARD PRESIDENT AND BOARD SECRETARY HAVE CAUSED THEIR NAMES TO BE SIGNED HERETO ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

STATE OF ILLINOIS)

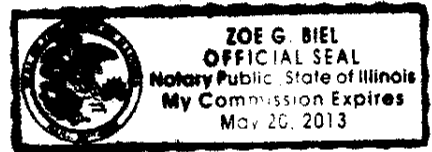
) SS

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT THE AFORESIGNED known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes set forth herein.

Given under my hand and seal this 20 day of JUNE 2012.

[Signature] Notary Public



UNOFFICIAL COPY

EXHIBIT

ATTACHED TO

Property of Cook County Clerk's Office



DOCUMENT

28 pages
2 Exhibit

30 Pages
172

SEE PLAT INDEX