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THE ADDRESS OF THE PROPERTY

TO WHICH THIS RELATES IS:

955 West Carmen Avenue

Chicago, IL 60640



Doc# 1828334035 Fee \$80.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/10/2018 11:13 AM PG: 1 OF 22

THIS DOCUMENT RELATES TO PINS:

14-08-408-042-1001

14-08-408-042-1002

14-08-408-042-1003

14-08-408-042-1004

14-08-408-042-1005

14-08-408-042-1006

AMENDMENT TO BYLAWS OF THE 955 WEST CARMEN CONDOMINIUM ASSOCIATION

DOCUMENT # 26320352

The property affected by this Amendment is legally described as follows:

LOT 6 AND THE NORTH 2 FEET OF LOT 7 IN BLOCK 2 IN W.C.GOLDBY ESTATES SUBDIVISION OF BLOCK 5 IN ARGYLE, BEING A SUBDIVISION OF LOTS 1 AND 2 OF FUSSEY AND FINNEMORE'S SUBDIVISION OF SOUTH EAST FRACTIONAL ¼ OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOTS 1 AND 2 OF COLCHOUR AND CANARROFF'S SUBDIVISION OF LOT 3 OF STATE FUSSEY AND FINNEMORE'S SUBDIVISION, ALL IN COOK COUNTY, ILLINOIS.

Article I Unit Owners

Section 1. Eligibility. The 955 West Carmen Condominium Association, which shall be either a regular corporation or an Illinois not for profit corporation, shall have one class of membership, consisting of the respective Unit Owners of the Property know as 955 West Carmen Condominium, located at 955 West Carmen, Chicago, Illinois (called "Property"). Each such Unit Owner's respective membership interest in the association shall be in accordance with his respective percentage of ownership interest in the Common Elements of the Property. (These

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and other terms are used in these By-Laws as they are defined in the Declaration of the Condominium Ownership for the 955 West Carmen Condominium Association, which Declaration is recorded in the office of the Recorder of the Deeds of Cook County, Illinois. The words, "member" or "members" as used in these By-Laws means and shall refer to the "Unit Owner" or "Unit Owners" as the case may be, as defined in the Declaration.)

Section 2. Succession. The membership of each Unit Owner shall automatically terminate when he/she ceases to be a Unit Owner, and upon the conveyance, transfer or other disposition of a Unit Owner's ownership interest in the Property, said Unit Owner's membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest. Upon the conveyance, or transfer, or other disposition of a portion of a Unit Owner's ownership interest, the transferring Unit Owner and the transferee thereof shall each be members of the Association in accordance with the percentage of ownership interest in the Common Elements of each following such conveyance of transfer.

Section 3. Annual Meetings. The initial meeting of the voting members shall be held upon written notice, not less than ten (10) or more than thirty (30) days' notice given by the trustee or developer. Said initial meeting shall be held not later than sixty (60) days after the conveyance by the developer of sixty-six and two-thirds (66 2/3%) percent of the Units or two (2) years after the recording of the declaration, whichever is earlier. Thereafter, there shall be an annual meeting of the voting members on or about the anniversary of the first meeting and thereafter on each succeeding day or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days or more than thirty (30) days prior to the date fixed for the said meeting. Such notice shall also state the purpose of such meeting.

Section 4. Special Meetings. Special meetings of the Unit Owners may be called by the President or by a majority of the directors of the Board, or by twenty (20%) or more of the ownership interest. Special meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) days nor more than thirty (30) days prior to the date of said meeting, stating the date, time, place and purpose of said special meeting.

Section 5. Delivery of Notice of Meetings. Notices of meetings shall be delivered by or at the direction of the Secretary of the Association and may be delivered either personally, by phone, by mail or by registered mail, or by acceptable technological means to a Unit Owner at the address given to the Board by said Unit Owner for such purpose, or to the Unit Owner's Unit, if no address for such purpose has been given to the Board.

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Section 6. Voting. The aggregate number of votes for all Unit Owners shall be one hundred (100), and shall be divided among the respective Unit Owners in accordance with their respective percentage of ownership interest in the Common Elements; provided, however, that if at any time thirty (30%) percent or fewer of the Units, by number, possess over fifty (50%) percent in the aggregate of the undivided ownership in the Common Elements, then any percentage vote of the Unit Owners specified in the Act, the Declaration, or these By-Laws shall require the vote of the specified percentage of Units (on the basis of one vote per Unit), rather than the specified percentage of ownership interest in the Common Elements allocated to Units that would otherwise be applicable.

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. Such designations shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner or Unit Owners. The Trustee may exercise the voting rights with respect to Units owned by it. If a Unit Owner is a trust, then the voting rights of said Unit Owner may be exercised by a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, then the voting rights of said Unit Owner or beneficiary may be exercised by an officer, partner or employee of such Unit Owner or beneficiary. Any or all Unit Owners of a Unit, and their designee, if any, may be present at any meeting of the voting members, but only the voting member or the unit may vote or take any other action as a voting member either in person or by proxy.

The following matters shall be subject to the affirmative vote of not less than two thirds (2/3) of the votes of Unit Owners at a meeting duly called for that purpose: a) the merger or consolidation of the Association; b) the sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all of the property and assets of the Association; and c) the purchase or sale of land or Units on the behalf of all Unit Owners.

Section 7. Quorum. A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding one third (1/3) of the votes entitled to be cast at such meeting.

Section 8. Rules of the Meeting. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Unit Owners.

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Article II Board of Directors

Section 1. Number, Election and Term of Office. The Board of Directors of the Association (the "Board") shall constitute the "board of managers" or "board of Directors" provided for in the Condominium Property Act of the State of Illinois, as amended, and all rights, titles, powers, privileges and obligations vested in or imposed upon the "board of managers" in said Act or in the Declaration may be held or performed by the Association or by the duly elected members of the Board and their successors in office. The Board shall consist of three (3) members (hereinafter referred to as "directors"). There shall be no more than one (1) elected Board Member per Unit.

At the initial meeting the voting members shall elect the three (3) 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 offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. Three (3) Board members shall be elected at the first annual meeting. The two (2) persons receiving the highest number of votes at the first annual meeting shall be elected to the board for a term of two (2) years and the person receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. In the event of a tie vote, the members of the Board shall determine which members shall have the two (2) years and which member shall have the one (1) year term.

Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3), and that the terms of at least one third (1/3) of the persons on the Board shall expire annually and that no board member or officer shall be elected to a term in excess of two (2) years; provided, however, that a Board member or officer may be re-elected at the expiration of his/her term. Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of voting members having two thirds (2/3) or the total votes.

SECTION 2. Qualification. Except for members of the First Board, each director shall be a Unit Owner (or, if a Unit Owner is a trustee of a trust, then a beneficiary of such trust may be a director, and if a Unit Owner or such a beneficiary of such trust may be a director, and if a Unit Owner or such a beneficiary is a corporation or partnership, then an officer, partner, or

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employee of such Unit Owner or beneficiary may be a director) and shall reside on the property. 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.

SECTION 3. Vacancies . Any vacancy occurring in the Board shall be filled by a majority vote of the remaining members thereof, except that a vacant position on the Board which was last filled by a member of the first Board may be filled by a person appointed by the beneficiary of the Trustee. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director he succeeds.

SECTION 4. Meetings. The Board shall meet at least four (4) times annually, one of the meetings to be held within ten (10) days following the regular annual meeting of Unit Owners. Written notices stating the date, time and place of regular meetings shall be delivered, either personally or by mail, email , or other acceptable technological means, to a Board member at the address given to the Board by said member for such purpose and posted in the entranceways or other conspicuous places in the Condominium not less than forty-eight (48) hours prior to the date of such meeting.

Special meetings of the Board shall be held upon a call by the President or by a majority of the Board with not less than forty-eight (48) hours notice in writing to each director, delivered personally, or by mail, email, or other acceptable technological means.

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. A director's attendance at a meeting shall constitute his waiver of notice of said meeting.

All meetings of the Board, whether regularly scheduled or specially called, shall be open to all Unit Owners. Except where such meetings concern the adoption of the proposed annual budget or any increase or establishment of an assessment, notice of such meetings shall be mailed, emailed, or delivered by other acceptable technological means to each Unit Owner not less than forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the persons entitled to such notice before the meeting is convened. With respect to those meetings of the Board where budget or assessment matters are on the agenda, all Unit Owners shall receive written notice of such meetings not less than ten (10) days and not more than thirty (30) days prior to the date of said meeting, stating the time and place of said meeting and the matters to be considered.

SECTION 5. Removal . Any director may be removed from office for cause by the vote of Unit Owners owning two-thirds (2/3) of the total undivided ownership of the Common Elements, 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 remaining Board members as specified in Article II,

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Section 3 hereof.

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

SECTION 7. Quorum. Two (2) directors shall constitute a quorum.

SECTION 8. Powers and Duties. The Board shall exercise for the Association all powers, duties, and authority vested therein by the Act, the Declaration, or these By-Laws, except for such powers, duties, and authority reserved thereby to the members of the Association. The powers and duties of the Board shall include, but shall not be limited to, the following:

- (a) To elect and remove the officers of the Association as hereinafter provided;
- (b) To administer the affairs of the Association and the Property;
- (c) To, at its option, engage the services of an agent (hereinafter sometimes called the "Managing Agent") to the extent deemed advisable by the Board, to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve; provided, however, that the First Board, appointed as provided herein, may ratify and approve a Management Agreement between the Trustee, on behalf of the Association, and a management company, which may be a corporation related to the beneficiary of the Trustee, to act as Managing Agent for the Property for a term commencing on the date of sale of the first unit and terminating two (2) years thereafter (unless sooner terminated, as provided in the Act).
- (d) To administer, manage, and operate the Property, including the Common Elements, and to formulate policies therefore;
- (e) To adopt rules and regulations, with written notice thereof to all Unit Owners, governing the details of 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 operation, care, upkeep, maintenance, repair, replacement and improvement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the Association, the manager or Managing Agent;
- (g) To have access to each unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to one or more other Units and to maintain and repair any

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Unit if such maintenance or repair is necessary, at the discretion of the Board, to protect the Common Elements or any other portion of the Building, and a Unit Owner of any Unit that has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the Board to said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair;

(h) To obtain adequate and appropriate kinds of insurance as provided in Article V of the Declaration;

(i) To provide for the designation, employment and dismissal of employees and other personnel necessary or advisable for the maintenance and operation of the Common Elements, including accountants and attorneys, 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 a Managing Agent (and any employees or agents of a Managing Agent);

(j) To appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;

(k) To determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;

(l) To estimate the amount of, prepare, adopt and distribute the annual budget, and to provide the manner of assessing, levying on and collecting from the Unit Owners their respective shares of the Common Expenses, as hereinafter provided;

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

(n) To enter into agreements or arrangements for premises suitable for use as apartments for Building personnel, upon such terms as the Board may approve;

(o) Unless otherwise provided for herein or in the Declaration, to comply with the instructions of a majority of the Unit Owners (as said majority is defined in Article I of the Declaration), as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;

(p) To act in a representative capacity in relation to matters involving the Common Elements or more than one Unit, on behalf of the Unit Owners, as their interests may appear, and upon authorization by the affirmative vote of not less than a majority of the voting members at a meeting duly called for such purposes, the Board, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any

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political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as Common Expenses;

(q) to pay for water, waste removal, other operating expenses, electricity, telephone, and other necessary utility services for the Common Elements; to pay for landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the windows and glass doors appurtenant to the Unit, if any, and the interior surfaces of the Units and of the hallway doors appurtenant thereto which the Unit Owners shall paint, clean, decorate, maintain and repair, except if necessitated by repair to the Common Element(s) and such furnishings and equipment for the Common elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements; to pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations of assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration of By-Laws of which, in its opinion, shall be necessary or proper for the maintenance and operation of the Property, as first-class condominium apartment building or for the enforcement of the restrictions; and

(r) 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 Managers or a Board of Directors referred to in the Declaration of these By-Laws.

SECTION 9. Non-Delegation. Nothing in this Article or elsewhere in these By-Laws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been designated to the Unit Owners.

Article III Officers

SECTION 1. Designation. At each regular annual meeting of the Board, the directors present at said meeting shall elect the following officers of the Association by a majority vote, whose duties shall include but are not limited to:

(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; who shall ensure quarterly Association meetings are held, designate the agenda for said meetings, and have the authority to call for a vote on issues before the Association; follow up on assigned responsibilities, and represent the Association in all

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legal, city, and local matters;

(b) a Secretary, who shall be a director and who shall keep the minutes of all meetings of the Board and of the Unit Owners, and shall be designated as the officer to mail and receive all notices served by or upon the Board or the Association and execute amendments to the Declaration (including the Plat) and these By-Laws, as provided in the Act, the Declaration and these By-Laws, and shall, in general, perform all the duties incident to the office of Secretary, including, but not limited to, the responsibility of correspondence within the association, maintaining and ensuring deadlines for all legal filings are met, and preserving records of all correspondence;

(c) a Treasurer, who shall be a director and who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; who shall be responsible for the billing, collecting, and disbursement of funds, preparing the annual operating budget in accordance with Association needs, by December 15th of each year, and providing the Association with a yearly fiscal report of the financial activity of the Association for the previous year, which shall be due annually no later than April 15th;

(d) such additional officers as the Board shall see fit to elect.

All aforementioned directors shall have the duty to store, preserve, document, and transfer all pertinent records in an orderly, chronological and timely fashion up to and including the end of his or her term. Any and all records shall be made available to any unit owner upon said owner's written request and shall be produced to same within 7 days thereafter.

SECTION 2. Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitation or restrictions upon the power of any officers as the Board may see fit.

SECTION 3. Term of Office. Each officer shall hold office for the term of two (2) years or until his successor shall have been appointed or elected and qualified. Officers may be elected to succeed themselves.

SECTION 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for the term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by vote of two-thirds (2/3) of the total membership of the Board at a special meeting thereof.

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SECTION 5. Compensation. The officers shall receive no compensation for their services as officers; unless expressly provided for in a resolution duly adopted by the Unit Owners.

Article IV Assessments

SECTION 1. Annual Budget. The Board shall cause to be prepared and shall adopt and distribute to all Unit Owners a detailed estimated proposed annual budget for each fiscal year of the Association. Such budget, prepared by the Treasurer, shall set forth with particularity all anticipated Common Expenses by category as well as all anticipated assessments, other income, and cash requirements for the year, including but not limited to, salaries wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenances, repairs, replacements, landscaping, insurance, fuel, power, and all other Common Expenses as deemed necessary by the Board. Such budget shall also set forth each Unit Owner's proposed Common Expenses assessment. To the extent that the aggregate assessments and other cash income collected from the Unit Owners during the preceding year are 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 in the budget. The annual budget shall also take into account the estimated net available cash income for the year from the lease, operation or use of the Common Elements. The annual budget shall also provide for a reserve for contingencies and reserve for replacements, in reasonable amounts as determined by the Board. Each Unit Owner shall receive a copy of the proposed annual budget at least thirty (30) days prior to the adoption thereof by the Board.

SECTION 2. Assessments. 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 (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, unless otherwise provided in the Condominium Instruments, as set forth in Exhibit "B" of the Declaration.

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 to the Managing Agent, Treasurer, or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his assessment by abandoning or not using his Unit, the Common Elements, or the Limited Common Elements.

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Any non-resident unit owner, which includes any individual or entity not currently residing or occupying the unit on a permanent basis, shall pay an additional fifty (\$50.00) per month above and beyond his or her proportionate share of the Common Expenses for regular and ordinary maintenance of the Common Elements, including but not limited to gardening, clean up, minor repairs, snow removal, etc.

Parking spaces for Units 1A, 1B, and 2B are Limited Common Elements and the Association reserves the right to set aside and allocate the parking spaces for the sole and restricted use of the aforementioned units. Further, the Association, in its sole discretion, has determined that the percentage interest in the common elements attributable to each unit includes a percentage interest for the parking spaces to Units 1A, 1B, and 2B. The percentage interest shall be identified in the Amended Exhibit "B" Percentage of Common Element Ownership Interest.

SECTION 3. Partial Year or Month. For the first fiscal year of the Association, the annual budget shall be as approved by the First Board prior to the conveyance of any Unit by the Trustee to any individual purchaser thereof. If such first fiscal year, or any succeeding fiscal year, is less than a full year, then the monthly assessment 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 that a Unit Owner acquires title to his Unit, such Unit Owner 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 in the period as covered by the current annual budget, and which assessment shall be as computed by the Board.

SECTION 4. Annual Report. Within ninety (90) days of the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, but in any event within one hundred twenty (120) days after the end of such fiscal year, the Board, and specifically the Treasurer, shall cause to be furnished to each Unit Owner a statement for such year so ended, showing receipts, expenditures, reserves and such other information as the Board may seem desirable. Audited financial statements may be obtained by the Board at its option, the cost of which will be a Common Expense.

SECTION 5. Supplemental Assessments. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated

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Common Expenses for the remainder of such year, or if there shall be any non-recurring Common Expenses or any Common Expenses not set forth in the annual budget as adopted, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of the year, or such non-recurring Common Expenses or other Common Expenses, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a separate assessment shall be made against each Unit Owner for his proportionate share thereof, provided, however, that expenditures arising from maintenance of, repairs to and replacements within the Limited Common Elements may be assessed, in whole or in part, to the Unit Owners benefited by such Limited Common Elements, as provided in Article VII of the Declaration. Any such supplemental assessment shall be subject to approval by the affirmative vote of at least two-thirds (2/3) of the Unit Owners voting at a meeting of Unit Owners duly called for the purpose of approving the supplemental assessment, if such supplemental assessment involves proposed expenditures resulting in a total payment assessed to a Unit equal to or exceeding the greater of five (5) times that Unit's most recent Common Expenses assessment, calculated on a monthly basis, or three hundred and no/100 (\$300) dollars.

SECTION 6. Expenditures. Except for the Management Agreement described in Article II, Section 8 (c) hereof and any other expenditures and contracts specifically authorized by the Declaration and By-Laws, the Board shall not approve any expenditure in excess of five thousand and no/100 (\$5,000.00) Dollars unless required for emergency repair, protection or operation of the Common Elements, nor enter any contract of more than five (5) years duration without the prior approval of two-thirds (2/3) of the total ownership of the Common Elements.

SECTION 7. Non-payment of Charges. The Assessment payment shall be deemed delinquent if payment is not received by the 10th day of each month, and the Association shall have the authority to charge a late fee of 10% of the unit owner's monthly assessment if payment is not received within that time. Additionally, any Charge which is delinquent for thirty (30) days or more shall bear interest at the rate of twenty (20%) percent per annum or the maximum rate as permitted by law, whichever is less, from the due date to the date when paid. The Association may (1) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any Judgment rendered in such action), and (2) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Managers may add a reasonable late fee to any installment of an assessment that is not paid within (30) days of its due date. No Owner may waive or otherwise escape personal liability for

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the Charges hereunder by nonuse of the Common Area or by abandonment or transfer of his or her Parcel.

SECTION 8. Lien. It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses as set forth in Exhibit "B" of the Declaration or as may be otherwise provided in the Condominium Instruments, 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, together with interest thereon at the rate of ten (20) percent per annum or such greater percentage as may then be permitted under the laws of the State of Illinois and after said Common Expenses become due and payable, shall constitute a lien, as provided in the Act, enforceable by the Board, on the interest of such Unit Owner in the Property, and upon all of his personal property located in his Unit or elsewhere on the Property; provided, however, that such lien shall be subordinate to the lien of any prior recorded mortgage or trust deed held by any existing mortgagee of the Property, its successors and assigns, an insurance company, bank, savings and loan, or other financial institution or institutional investors on the interest of such Unit Owner, except for the amount of the proportionate share of Common Expenses which become due and payable from and after the date on which such mortgage or trust deed owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security), files suit to foreclose its mortgage or trust deed, or causes a receiver to be appointed. The provisions of this paragraph of this Section 8 shall not be amended, modified or rescinded in any way without the prior written consent of all such holders of recorded mortgage or trust deed encumbering any one or more Units in the Building.

The Association or its successors and assigns, or the Board or its agents, shall have the right to maintain a suit to foreclose any such lien, and there shall be added to the amount due the cost of said suit and other fees and expenses, together with legal interest and reasonable attorneys' fees to be fixed by the Court. Furthermore, if any Unit Owner shall fail or refuse to pay when due his proportionate share of the Common Expenses and such Unit Owner withholds possession of his Unit after demand by the Board or the Association in writing setting forth the amount claimed, the Board or the Association shall have the right to possession of such Unit. The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Condominium Property Act, the Forcible Entry and Detainer Act, the Declaration or these By-Laws, or as are otherwise provided or permitted by law or in equity, for the collection of all unpaid assessments.

SECTION 9. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records, in chronological order, of the receipts and expenditures affecting the Common Elements and Limited Common Elements, specifying and itemizing the Common

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Expenses incurred. Such records and the vouchers authorizing the payments involved shall be available for examination by the Unit Owners at convenient hours. Payment vouchers may be approved in such manner as the Board may determine.

The Board shall, upon receipt of ten (10) days written notice to it or the Association and upon payment of a reasonable fee, furnish to any Unit Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

Unit Owners shall be permitted to inspect the financial books and records of the Association at any reasonable time or times for any proper purpose, within seventy-two (72) hours after receipt by the Association of a written request for examination thereof. No Unit Owner shall be denied such a request to examine the records as provided above.

SECTION 10. Discharge of Liens. A Unit Owner is not authorized to act in any manner so as to cause any purported mechanic's liens to be asserted against the Common Elements. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular Unit. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien.

SECTION 11. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit "C" to the Declaration. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Elements and abandonment of his Unit.

Article 5 Use and Occupancy Restrictions

SECTION 1. General. 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, in the judgement of the Board, constitutes a nuisance, causes unreasonable noise or disturbance to others, or unreasonably interferes with other Unit Owners' use of their Units and the Common Elements.

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Smoking shall be prohibited throughout the building, including but not limited to, hallways, stairways, foyers, common rooms and facilities, exterior landings, front steps, entrance ways, roof tops, fire escapes, storage areas, parking areas, driveways, and building facilities.

EXCEPTION: An exception shall be permitted for unit owners and guests to smoke on the balconies and terraces.

Smoking shall include inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco, or other similar lighted product or substance.

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 cost or cause the cancellation of insurance on other Units or on the Common Elements. No Unit Owner shall display, hang, store or use clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible from outside of his Unit (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 Board or the written permission of the Managing Agent, acting in accord with the Board's direction. No owner of a Unit shall display, hang, store, or use any sign outside his Unit, in a hallway or elsewhere, or which may be visible from the outside of his Unit without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's direction.

Unit Owners are obliged to participate in the regular and ordinary maintenance of the Common Elements including but not limited to gardening, clean up, minor repairs, snow removal, etc. as necessary or scheduled.

SECTION 2. Animals. No animals shall be raised, bred, or kept in any Unit for any commercial purpose, except that dogs, cats or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance, in the judgement of the Board, shall be permanently removed from the Property upon three (3) days' written notice from the Board. Nothing herein contained shall be deemed to supersede any provision permitting household pets which is contained in any lease of a Unit (or renewal thereof) in effect on the date of Recording of the Declaration.

SECTION 3. Trash. Trash, garbage, and other waste shall be kept only in sanitary containers and shall be disposed of in a clean and sanitary manner in strict accordance with the rules and

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regulations adopted or approved by the Board from time to time.

SECTION 4. Use by Trustees. During the period of sale by the Trustee of any Units, the Trustee and its beneficiary, and said beneficiary's agents, employees, contractors and sub-contractors, and their respective agents and employees, shall be entitled to access and ingress to and egress from the Building and Property as may be required for purposes of said sale of Units. While the Trustee owns any of the Units and until each Unit sold by it is occupied by the purchasers thereof, the Trustee and its employees may use and show one or more of such unsold or unoccupied Units as a model Unit or Units, may use one or more of such unsold or unoccupied Units or a portion of the Common Elements as a sales office, and may maintain customary signs in connection therewith.

SECTION 5. Storage. Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and all other personal articles, shall not be stored or kept in the corridors, hallways, stairways, lobby or other Common Areas, except in the storage locker specifically designated by the Board or the Managing Agent, acting in accord with the Board's direction, for use by such Unit Owner, if any such storage locker be available. Bicycles may be stored in the Common boiler room, so long as a bicycle is not near the water heaters, furnaces, or meters.

SECTION 6. Wiring. No Unit Owner shall overload the electrical wiring in the Building, or operate any machines, appliances, accessories or equipment on the heating or plumbing system, without the prior written consent of the Board or the prior written consent of the Managing Agent, acting in accord with the Board's direction.

SECTION 7. Commercial Activities. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Unit.

SECTION 8. Limits on Lease Terms. No unit shall be leased by a Unit Owner for hotel or transient purposes, or for a term less than twelve (12) months without the prior written approval of two-thirds (2/3) of the total ownership of the Common Elements. Each lease of a unit shall be in writing and a copy of every such lease, as and when executed, shall be furnished to the Board. The lessees under every such lease shall be bound by and subject to all the obligations, under the Declaration and By-Laws, of the Unit Owner making such lease, and the failure of the lessee to comply therewith shall constitute a default under the lease which shall be enforceable by the

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Board or the Association, and the lease shall be deemed to expressly so provide. If approved, the Unit Owner executing such a Lease/Agreement shall not be released thereby from any of said obligations or requirements as evidenced in these By-Laws.

SECTION 9 . Exceptions. The Unit restrictions in paragraphs 1 and 7 of this Article V shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (a) maintaining his professional library therein, (b) keeping his personal business or professional records or accounts therein, or (c) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of Sections 1 and 7 of this Article V.

Article VI Contractual Powers

No contract or other transactions between the Association and one or more of its directors or between the Association and any corporation, firm or association in which one or more of the directors of this corporation are directors, or are financially interested, is void or voidable because such director or directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because the vote or votes of such director or directors are counted toward such authorization or approval, if the circumstances specified in either of the following subparagraphs exist:

- (a) The fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes thereof, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose, without counting the vote or votes of such director or directors;
- (b) The contract or transaction is just and reasonable as to the Association at the time it is authorized or approved.

Such common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies such a contract or transaction.

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

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Article VII Amendments

Subject to the requirements of Article IV, Section 8 hereof requiring the consent of certain lien holders under certain circumstances, these By-Laws may be amended, modified, or rescinded, from time to time, by Unit Owners owning at least sixty-six (66) percent of the total ownership interest in the Common Elements, by means of an amendment of the Declaration, of which these By-Laws are part. Any such amendment, modification or rescission shall be valid and effective only upon the recording thereof in the Office of the Recorder of Deeds of Cook County, Illinois. Any such recorded amendment, modification or rescission shall be maintained in the corporate records of the Association. These By-Laws may not be amended, modified or rescinded so as to conflict with the provisions of the Act. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium project, unless at least three-fourths (3/4) of the mortgagees (based upon one (1) vote for each first mortgage owned), or owners (other than the developer) of the individual Condominium Units have given their prior written approval, the Condominium Homeowners Association shall not be entitled to:

- (a) By act or omission, seek to abandon or terminate the Condominium project;
- (b) Change the pro rata interest or obligations of any individual Condominium Unit for the purpose of: (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (2) determining the pro rata share of ownership of each Condominium Unit in the Common Elements;
- (c) Partition or subdivide any Condominium Unit;
- (d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium project shall not be deemed a transfer within the meaning of this clause);
- (e) Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium property.

Article VIII Indemnification

SECTION 1. General. The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association), by reason of the fact that he is or was a member of the Board or an officer of the Association or a member of any committee appointed pursuant to the By-Laws

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of the Association, against expenses (including attorneys' fees), judgements, fines, and amounts paid in settlement actually and reasonably incurred by or imposed on him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

The termination of any action, suit or proceeding by judgement order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which is reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Association shall indemnify any person who was or is party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgement in its favor by reason of the fact that he is or was a member of the Board or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association.

SECTION 2. Success on Merits. To the extent that the Board, Trustee, any beneficiary of the Trust, a director, officer of the Association or member of any committee appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 of this Article VIII, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

SECTION 3. Determination of Right of Indemnity. Any indemnification under Section 1 shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the member of the Board, or the officer, or the member of such committee is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1. Such determination shall be made: (1) by the Board, by a majority vote of a quorum consisting of those directors who were not parties to such action, suit or proceeding; or (2) if such quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or (3) by a majority of the members of the Association.

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SECTION 4. Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that such person or entity is entitled to be indemnified by the Association as authorized in this Article VIII.

SECTION 5. Miscellaneous. The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article, provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the Directors, Board, officers, members of such committee, Trustee or beneficiary, or out of the aforesaid indemnity in favor of the Directors, Board, officers, members of such committees, Trustees or beneficiary, shall be limited to such proportion of the total liability thereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Every agreement made by the Directors, Board, officers, members of such committees, Trustee or beneficiary, or by the Managing Agent, on behalf of the Unit Owners, shall provide that the Directors, Board, officer, members of such committees, Trustee, beneficiary or the Managing Agent, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board or otherwise, both as to the action in his official capacity and as to action in another capacity while holding office. Such right to indemnification shall continue as to a person or entity who has ceased to be Trustee, beneficiary of the Trust, member of the Board, officer of the Association, or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of such person or entity.

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Article IX Definition of Terms

The terms used in these By-Laws, to the extent they are defined therein, shall have the same definition as set forth in the Declaration of Condominium Ownership for 955 West Carmen Condominium Association, which Declaration is recorded in the office of the Recorder of Deeds of Cook County, Illinois.

The term "member", as used in these By-Laws, means "Unit Owners" as defined in the Declaration.

Article X Additional Powers

In addition to, and in furtherance of, the powers referred to in these By-Laws, the Association shall

- (a) have all the powers permitted to be exercised by a regular corporation or a not-for-profit corporation under the General Not-For-Profit Corporation Act of the State of Illinois, as amended (whichever is applicable), which are not inconsistent with the Condominium Property Act of the State of Illinois, as amended and
- (b) have and exercise all powers necessary or convenient to affect any or all of the purposes for which the Association is organized, and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Declaration, these By-Laws or the Condominium Property Act of the State of Illinois, as amended.

Article XI Miscellaneous


Section 1. Failure to Enforce. No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

Section 2. Invalidity. The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of these By-Laws.

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We, the undersigned, Board Members of 955 West Carmen Condominium Association, hereby acknowledge and specifically direct a change in the By-Laws and incorporate by reference the above Amendments:
In witness whereof, we the undersigned Board Members, have executed this Amendment.

Alex Koppel
President
955 W Carmen Ave., Unit 3A, Chicago, IL 60640

 10/31/2018

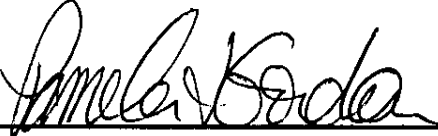
Signature, Date

Chris Pellegrino
Treasurer
955 W Carmen Ave., Unit 1B, Chicago, IL 60640

 10/3/2018

Signature, Date

Pamela Gordon
Secretary
955 W Carmen Ave., Unit 1A, Chicago, IL 60640

 10/3/2018

Signature, Date

Property of Cook County Clerk's Office