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## AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

THE 339 BARRY CONDOMINIUM ASSOCIATION

This document prepared by and after recording to be returned to:

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## AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE 339 BARRY CONDOMINIUM ASSOCIATION

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## AMENDED AND RESTATED DECLARATION OF CONDOMINIUM PURSUANT TO THE CONDOMINIUM PROPERTY ACT

### 339 BARRY CONDOMINIUM ASSOCIATION

This Amended and Restated Declaration (“Declaration”) has been approved by two-thirds of the Board of Directors of the 339 Barry Condominium Association (“Association”) pursuant to Section 27(b)(1) of the Illinois Condominium Property Act (“Act”), 765 ILCS 605/27. This Declaration shall serve the purpose of amending the Declaration of Condominium Pursuant to the Condominium Property Act for 339 Barry Condominium (“Original Declaration”) which was recorded as Document No.19213963 in the Office of the Recorder of Deeds for Cook County, Illinois against the property legally described in Exhibit D attached hereto (“Property”).

This Amended and Restated Declaration also includes discretionary changes to Article 1, Subsection (u), Article 5, Article 18, Article 19, Article 22 of the Original Declaration as well as Article II, Subsection (1), Article IV, Subsection (5), Article IV, Subsection (6), Article V, Subsection (1) and Article V, Subsection (5) of the Association’s Bylaws attached to the Original Declaration, which pursuant to Article 24 of the Original Declaration, has been approved by the affirmative vote of 75% of all the Unit Owners at a meeting called for such purpose, by this written instrument, which is signed and acknowledged by the President of the Board and which contains an affidavit by the Secretary certifying that the necessary affirmative vote of the Unit Owners of the Association has been obtained.

NOW THEREFORE, the Association and its Owners, as the legal title holders of the Parcel, and for the purposes above set forth herein DECLARES AS FOLLOWS:

1. **Definitions.** As used herein, unless the context otherwise requires:
  - (a) “Act” means the “Condominium Property Act” of the State of Illinois.
  - (b) “Amended and Restated Declaration” means this instrument by which the property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as from time to time amended, also referred to as “Declaration”.
  - (c) “Parcel” means the parcel or tract of real estate, described in this Declaration, submitted to the provisions of the Act.
  - (d) “Property” means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including the building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit and enjoyment of the unit owners, submitted to the provisions of the Act.

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(e) "Unit" means a part of the Property, including one or more rooms and occupying part of a floor, designed and intended for independent use as the home, apartment, residence, living quarters or dwelling for one family.

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

(g) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(h) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit, or in the case of a leasehold ownership of the unit expires simultaneously with the lease.

(i) "Majority" or "majority of the Unit Owners" means the owners of more than 50% in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership of the Common Elements. "Majority" or "majority of the Unit Owners of the Board of Directors" means more than 50% of the total number of persons constituting such board pursuant to the bylaws. Any specified percentage of the members of the Board of Directors means that percentage of the total number of persons constituting such board pursuant to the bylaws.

(j) "Plat" means the plats of survey of the Parcel and of all units in the Property submitted to the provisions of the Act, and by this reference made a part hereof and recorded simultaneously with the recording of the original Declaration.

(k) "Record" means to record in the office of the Recorder of Deeds of Cook County, Illinois.

(l) "Building" means the building located on the Parcel and forming part of the Property and containing the Units, as shown by the surveys of the respective floors of said Building included in the Plat.

(m) "Condominium Instruments" means all documents and authorized amendments recorded pursuant to the provisions of the Act, including the declaration, bylaws and plat.

(n) "Common Expenses" means the proposed or actual expenses affecting the property, including reserves, if any, lawfully assessed by the Board of Directors of the Unit Owner's Association.

(o) "Reserves" means those sums paid by unit owners which are separately maintained by the Board of Directors for purposes specified by the Board of Directors or the condominium instruments.

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(p) "Unit Owners' Association" or "Association" means the association of all the unit owners, acting pursuant to bylaws through its duly elected Board of Directors.

(q) "Purchaser" means any person or persons other than the Developer who purchase a unit in a bona fide transaction for value.

(r) "Meeting of Board of Directors or Board of Master Association" means any gathering of a quorum of the members of the Board of Directors or Board of the Master Association held for the purpose of conducting board business.

(s) "Electronic Transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

(t) "Acceptable Technological Means" includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, Intranet, electronic mail, and any generally available technology that, by rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability.

(u) "Limited Common Elements" means any shutters, awnings, window boxes, doorsteps, porches, balconies, patios, perimeter doors, balcony doors, windows in perimeter walls, hallways where units exist, interior portions of any windows serving their Unit exclusively, original thermostats and any other apparatus or plumbing fixture designed to serve a single Unit shall be deemed a limited common element appertaining to that Unit exclusively.

2. **Submission of Property to the Act.** The Parcel and the Property have been submitted to the provisions of the Condominium Property Act of the State of Illinois.

3. **Plat.** The Plat attached as Exhibit A and recorded simultaneously sets forth the measurements, elevations, locations and other data, as required by the Act, with respect to (1) the Parcel and its exterior boundaries; (2) the Building and each floor thereof; and (3) each Unit of the Building and its horizontal and vertical dimensions, including the elevations of the interior surfaces of the floors and ceilings and the measurements and locations of the interior surfaces of the perimeter walls of each Unit in the Building. Each Unit is identified on the Plat by a distinguishing number or other symbol.

4. **Units.** The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Each Unit shall consist of the space enclosed and bounded by the interior surfaces of the floors and ceilings and perimeter walls of such Unit as shown on the Plat.

5. **Common Elements.** The Common Elements shall consist of all of the Property, except the individual Units, and shall include the land, corridors, halls, elevators, exterior surfaces of windows, stairways, entrances and exits, lobby, management office, janitor's or custodian's

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apartment, laundry, mailroom, garage, storage areas, basement, roof, incinerator, pipes, ducts, electrical wiring and conduits, central heating and air-conditioning system, public utility lines, floors and ceilings (other than the interior surfaces thereof located within the Units), perimeter walls of Units (other than the interior surface thereof), structural parts of the Building, outside walks and driveways, landscaping, and all other portions of the Property except the individual Units. Structural columns located within the boundaries of a Unit shall be part of the Common Elements.

6. **Ownership of the Common Elements.** Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in the schedule attached hereto as Exhibit B and by this reference made a part hereof as though fully set forth herein. The percentages of ownership interest in the Common Elements allocated to the respective Units, as set forth in Exhibit B, have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by agreement of all Unit Owners. Said ownership interests in the Common Elements shall be undivided interests, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership as set forth in Exhibit B. The Common Elements shall remain undivided, as long as the Property is subject to the provisions of the Act, except as may be otherwise provided in the Act, and no Unit Owner shall bring any action for partition or division of the Common Elements. The ownership of each Unit and of the Unit Owner's corresponding percentage of ownership in the Common Elements shall not be separated.

7. **Use of the Common Elements.** Each Unit Owner shall have the right to use the Common Elements, in common with all other Unit Owners, as may be required for the purposes of access and ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner, the members of the immediate family of each Unit Owner, and the guests and other authorized occupants and visitors of each Unit Owner. Such right to use the Common Elements shall be subject to and governed by the provisions of the Act and of this Declaration and the By-laws herein and the rules and regulations of the Association hereinafter referred to. Each Unit Owner shall be deemed to have an easement, in common with the other Unit Owners, in, upon, across, over, through and with respect to the Common Elements to the extent of such right to use the Common Elements. The Association shall have the authority to lease or rent or to grant licenses or concessions with respect to the garage, laundry or other parts of the Common Elements, subject to the provisions of the Declaration and By-laws.

8. **Common Expenses.** Each Unit Owner shall pay his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements (which expenses are herein sometimes referred to as "common expenses"). 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 as set forth in Exhibit B attached hereto and made part hereof. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-laws appended as Exhibit C and recorded herewith. 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

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it the Act. The Association shall have no authority to forbear the payment of assessments by any Unit Owner.

9. **Association of Unit Owners.** There has been formed, prior to the recording hereof, a not-for-profit corporation under the General Not for Profit Corporation Act of the State of Illinois, having the name "339 Barry Condominium Association" or similar name, which corporation (hereinafter referred to as the "Association") shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Property as provided in the Act and in this Declaration and in the By-laws. The board of directors of the Association shall be deemed to be the "Board of Directors" for the Unit Owners referred to herein and in the Act. The By-laws for the Association shall be the By-laws attached as Exhibit C and made part hereof. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Unit Owners in accordance with the provisions of the Declaration and Bylaws. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner, and such membership shall automatically terminate when he ceases to be a Unit Owner, and upon the transfer of his ownership interest the new Unit Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. The Association may issue certificates evidencing membership. The aggregate number of votes for all members of the Association shall be One Hundred (100), which shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements as set forth in Exhibit B.

10. **Board's Determination Binding.** In the event of any dispute or disagreement between any Unit Owners, or any question of interpretation or application of the provisions of the Declaration or By-laws, the determination by the Board of Directors shall be final and binding on each and all of the Unit Owners.

11. **Balconies.** Each Unit Owner shall be entitled to the exclusive use and possession of the balcony or balconies directly outside of and adjoining the respective Unit owned by such Unit Owner and located between the lines of the north and south perimeter walls of such Unit extended eastward, as shown on the Plat, subject to the provisions of this Declaration and the By-laws and the rules and regulations of the Association.

12. **Garage.** The garage in the Building shall be part of the Common Elements. Any Unit Owner desiring a garage stall or parking space for his vehicle in said garage shall make application to the Association, and such applications shall be given priority in the order in which they are received for such garage stalls or parking spaces which may be available from time to time, subject to the rules and regulations of the Association. The rentals for such garage stalls or parking spaces, to be paid by each such Unit Owner to the manager or managing agent in addition to the monthly assessments for the common expenses, shall be as approved by the Association from time to time. Garage stalls or parking spaces not rented to Unit Owners may be rented to others. Rentals and other income from said garage, less the operating expenses thereof, shall be applied and used in connection with the common expenses of the Property, as provided in the By-laws. The Association may prescribe rules and regulations with respect to the garage, and may lease the garage for operation by others upon such terms as the Board of Directors of the Association may deem desirable, subject to the provisions hereof.



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13. **Storage Areas.** The storage areas in the Building, outside of the respective Units, shall be part of the Common Elements, and shall be allocated among the respective Unit Owners in such manner and subject to such rules and regulations as the Association may prescribe.

14. **Separate Mortgages.** Each Unit Owner shall have the right to make a separate mortgage or encumbrance on his respective Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of the Unit and his respective ownership interest in the Common Elements.

15. **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.

16. **Utilities.** Each Unit Owner shall pay for his own telephone and electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the common expenses.

17. **Insurance.**

(i) **Property Insurance.** No insurance policy shall be issued or delivered to the Association, and no insurance policy issued to the Association shall be renewed, unless the insurance coverage under the policy includes property insurance (i) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise determined by the Board, the bare walls, floors, and ceilings of the Unit, (ii) providing coverage for special form causes of loss, and (iii) providing coverage, at the time the insurance is purchased and at each renewal date, in a total amount of not less than the full insurable replacement cost of the insured property, less deductible, but including coverage sufficient to rebuild the insured property in compliance with building code requirements subsequent to an insured loss including: the Coverage B, demolition costs; and Coverage C, increased cost of construction coverage. The combined total of Coverage B and Coverage C shall be no less than ten percent (10%) of each insured building value or \$500,000 whichever is less.

The insurance maintained under this subsection must include the Units, the Limited Common Elements except as otherwise determined by the Board, and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected. Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air

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conditioning and heating equipment, water heaters, built-in cabinets installed by Unit Owners, or any other additions, alterations, or upgrades installed or purchased by any Unit Owner.

(ii) **General Liability Insurance.** No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the property in a minimum amount of \$1,000,000, or a greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the management agent, and their respective employees and agents and all persons acting as agents. The Unit Owners must be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.

(iii) **Property and general liability insurance policies required to be carried by the Association must include each of the following provisions:**

(a) Each Unit Owner and secured party is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association.

(b) The insurer waives its right to subrogation under the policy against any Unit Owner of the condominium or members of the Unit Owner's household and against the Association and members of the Board.

(c) The Unit Owner waives his or her right to subrogation under the Association policy against the Association and the Board.

(iv) **Adjustment of Losses; Distribution of Proceeds.** Any loss covered by the property policy required to be maintained by the Association must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for Unit Owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings, and floors of the Units, and then to any improvements and betterments the Association may insure. Unit Owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

(v) **Primary Insurance.** If at the time of a loss under the Association's policy there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the Association's policy is primary insurance.

(vi) **Deductibles.** The Board of the Association may, in the case of a claim for damage to a Unit or the Common Elements, (i) pay the deductible amount as a common expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Unit

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Owners who caused the damage or from whose Units the damage or cause of loss originated, or (iii) require the Unit Owners of the Units affected to pay the deductible amount.

(vii) **Directors and Officers Coverage.** The Board must obtain directors and officers liability coverage at a level deemed reasonable by the Board, if not otherwise established by this Declaration or By-Laws. Directors and officers liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or this Declaration and By-Laws of the Association. The coverage required by this subsection shall include, but not be limited to, coverage of defense of non-monetary actions; defense of breach of contract; and defense of decisions related to the placement or adequacy of insurance. The coverage required by this subsection shall include as an insured, past, present, and future Board members while acting in their capacity as members of the Board of Directors; the managing agent; and employees of the Board of Directors and the managing agent.

(viii) **Mandatory Unit Owner Coverage.** The Board may require condominium Unit Owners to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Unit Owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the Unit. The personal liability of a Unit Owner or Association member must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

(ix) The Association shall obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund. All management companies that are responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond. The fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company.

**18. Maintenance, Repairs and Replacements.** The Board shall provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. Nothing in this subsection shall be deemed to invalidate any provision in the Declaration or By-Laws placing limits on expenditures for the Common Elements, provided, that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. The terms "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment, with the functional equivalent of the original portions of such areas. Replacement of the Common Elements may result in an improvement over the original quality of such elements or facilities; provided that, unless the improvement is mandated by law or is an emergency as defined

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in Section 18(a)(8)(iv) of the Act, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within twenty-one (21) days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the expenditure; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified

Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit; provided, however, such maintenance, repairs and replacements as may be required for the functioning of the air-conditioning and heating system and the plumbing within the Unit, and for and bringing of water, gas and electricity to the Unit, shall be furnished by the Association as part of the common expenses. Maintenance, repairs and replacements of the refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical appliances, and balcony doors of any Unit Owner shall be at the expense of such Unit Owner. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Association as part of the common expenses. The Association may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Building personnel at common expense.

If, due to the negligent act or omission of a Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association. Maintenance, repairs and replacements to the Common Elements or the Units shall be subject to the rules and regulations of the Association.

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

19. **Decorating.** Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings, and interior decorating. The Unit Owners on each floor shall maintain the hallway on their floor in good condition, at their own expense, and shall not do or allow anything to be done in the hallway which may increase the rate or cause the cancellation of insurance on other Units or on the Common Elements. The maintenance and use of the hallways is subject to the Association's rules and regulations. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings, which constitute the exterior

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boundaries of the respective Unit owned by such Unit Owner, and such Unit Owner shall maintain such interior surfaces in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Association, and each Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. The interior surfaces of all windows forming part of a perimeter wall of a Unit shall be maintained, cleaned or washed at the expense of each respective Unit Owner, and the exterior surfaces of such windows shall be cleaned or washed as part of the common expenses by the Association at such time or times as the Board of Directors shall determine. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any re-decorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Association, shall be furnished by the Association as part of the common expenses.

20. **Alterations, Additions and Improvements.** No alterations of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Association.

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

22. **Sale or Lease of a Unit Owner – First Option to Association.** If any Unit Owner shall desire to sell or lease his/her Unit, (which Unit, together with his respective percentage of ownership interest in the Common Elements, is herein sometimes referred to as “Unit Ownership”), he/she shall first give the Association at least thirty (30) days prior written notice of the proposed sale or lease, which notice shall state the name and address and financial and character references of the proposed purchaser or lessee and the terms of the proposed sale or lease. The Association shall have the right of first option with respect to any sale or lease by any Unit Owner. During the thirty (30) days following the receipt by the Association of such written notice, the Association shall have the first right at its option to purchase or lease such Unit Ownership upon the same terms as the proposed sale or lease described in such notice.

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

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

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

The Board of Directors or the Association shall have the authority, on behalf of and in the name of the Association, to elect not to exercise such option and to give written notice of such election. A certificate executed by the president or secretary of the Association, certifying that the Association by its Board of Directors has elected not to exercise such option to purchase or lease such Unit Ownership upon the terms of such proposed sale or lease, shall be conclusive evidence of such election by the Association and of the compliance with the provisions hereof by the Unit Owner proposing to make such proposed sale or lease. Such certificate shall be furnished to such Unit Owner upon his compliance with the provisions hereof.

If the Board of Directors of the Association adopt a resolution recommending that the Association exercise its option to purchase or lease such Unit Ownership upon the terms of such proposed sale or lease, the Board of Directors shall promptly call a meeting of all of the Unit Owners for the purpose of voting upon such option, which meeting shall be held within 30 day period. If Unit Owners owning not less than Seventy-Five Percent (75%) in the aggregate of the total ownership interest in the Common Elements, by affirmative votes at such meeting, elect to exercise such option to make such purchase or lease, then the Board of Directors shall promptly give written notice of such election as herein provided. In such event, such purchase or lease by the Association shall be closed and consummated, and, for such purpose, the Board of Directors shall have the authority to make such mortgage or other financial arrangement, and to make such assessments proportionately among the respective Unit Owners, and to make such other arrangements, as the Board of Directors may deem desirable in order to close and consummate such purchase or lease of Unit Ownership by the Association.

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

If a proposed lease of any Unit Ownership is made by any Unit Owner, after compliance with the foregoing provisions, a copy of the lease as and when executed shall be furnished by the Unit Owner to the Board of Directors, and the lessee thereunder shall be bound by and be subject to all of the obligations of such Unit Owner with respect to such Unit Ownership as provided in this Declaration and the By-laws, and the lease shall expressly so provide. The Unit Owner making any such lease shall not be relieved from any of his obligations. Upon the expiration or termination

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of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the Association's right of first option shall again apply to such Unit Ownership.

The provisions of the Condominium Property Act, the Declaration, By-Laws and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease. With regard to any lease, the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. No Unit may be used for hotel or transient purposes, to include but not be limited to, use for a bed and breakfast, vacation rental, hostel, or other type of short-term rental. Such use of a Unit is a violation of the Declaration. The Association reserves the right to take legal action against any Unit Owner operating a business of this type in this building, to include but not be limited to, the imposition of a fine in an amount equal to or greater than the nightly, weekly or monthly rental rate for the Unit received by the Owner of the Unit. Unit Owners should be aware that the Association may monitor these short-term rental websites periodically to ensure compliance. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor Unit Owner to comply with the leasing requirements prescribed by the Act or by the Declaration, By-Laws, and rules and regulations. The Board may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by a tenant of any covenants, rules, regulations or By-Laws.

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

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

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

The Unit Owners by affirmative vote of at least eighty five (85%) of the total vote, at a meeting duly called for such purpose, may elect to sell the Property as a whole. Such action shall be binding on all Unit Owners, and it shall thereupon become the duty of every Unit Owner to

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execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale.

23. **Remedies.** In the event of any default by any Unit Owner under the provisions of the Act, Declaration, By-laws or rules and regulations of the Association, the Association and the Board of Directors shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-laws or said rules and regulations or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of 7% per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Association shall have a lien for all of the same, as well as for non-payment of his respective share of the common expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property. In the event of any such default by any Unit Owner, the Association and the Board of Directors, and the manager or managing agent if so authorized by the Board of Directors, shall have the authority to correct such default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board of Directors.

24. **Amendments.** The provisions of this Declaration may be amended from time to time upon the approval of such amendment or amendments by the Association pursuant to a resolution or written consent approving such amendment or amendments adopted or given by Unit Owners owning not less than Seventy-Five Percent (75%) in the aggregate of the total ownership interest in the Common Elements; provided, however, if the Act or this Declaration shall require the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any amendment or amendments with respect to such action shall require unanimous consent or agreement as may be provided in the Act or in this Declaration. All amendments to this Declaration shall be recorded.

25. **Notices.** Notices provided for in the Act, Declaration or By-laws shall be in writing and shall be addressed to the Association or Board of Directors, or any Unit Owner, as the case may be, at 339 West Barry Avenue, Chicago, Illinois, (indicating thereon the number of respective Unit or recipient if addressed to a Unit Owner), or at such other address as hereinafter provided. The Association or Board of Directors may designate a different address or addresses for notices to them respectively, by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered



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in person with written acknowledgement with the receipt thereof, or, if addressed to a Unit Owner, and deposited in his mailbox in the Building or at the door of his Unit in the Building.

26. **Severability.** If any provision of the Declaration or By-laws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Declaration and By-laws and of the application of any such provision, section, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby. If any provision of the Declaration or By-laws would otherwise violate the rule against perpetuities or any other rule, statute or law imposing time limits, then such provision shall be deemed to remain in effect only until the death of the last survivor of the now living descendants of Richard L. Daley, Mayor of the City of Chicago, plus 21 years thereafter.

27. **Rights and Obligations.** The rights and obligations of the respective Unit Owners under this Declaration and the By-laws shall be deemed to be covenants running with the land, so long as the Property remains subject to the provisions of the Act, and shall inure to the benefit of and be binding upon each and all of the respective Unit Owners and their respective heirs, executors, administrators, legal representatives, successors, assigns, purchasers, lessees, grantees, mortgagees, and others having or claiming an interest in the Property, subject to the provisions of the Act and this Declaration and the By-laws. Upon the recording or the acceptance by a Unit Owner at any time of any deed conveying a Unit or ownership interest in the Property, such Unit Owner shall be deemed to have accepted and agreed to and to be bound by and subject to each and all of the provisions of the Act and this Declaration and the By-laws.

28. **Land Trusts.** In the event title to any Unit is conveyed to a land title holding trust, under which all powers of management, operation and control pertaining to such Unit remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder, from time to time, shall be liable for payment of any obligation, lien, or indebtedness chargeable or created under this Declaration against such Unit. No claim shall be made against any such titleholding trustee personally for payment of any claim, lien, or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such claim, lien or obligation, but the amount thereof shall continue to be a charge or lien upon such Unit and the ownership interest in the Common Elements pertaining to such Unit, notwithstanding any transfers of beneficial interest under such trust or any transfers of the title to such Unit Ownership.

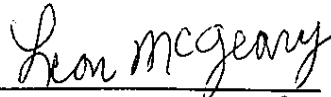
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## BOARD MEMBER SIGNATURE PAGE

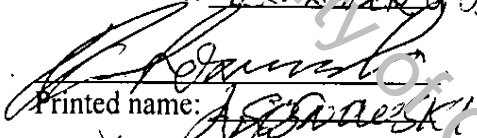
We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Directors of the 339 Barry Condominium Association established by the aforesaid Declaration of Condominium Ownership. By our signatures below, we hereby approve of and consent to the amendment to the Declaration pursuant to Section 27(b)(1) of the Illinois Condominium Property Act. In witness whereof, we have cast our votes and signed this document in favor of this Amendment at a duly called meeting of the Board of Directors of 339 Barry Condominium Association held on \_\_\_\_\_, 2020.



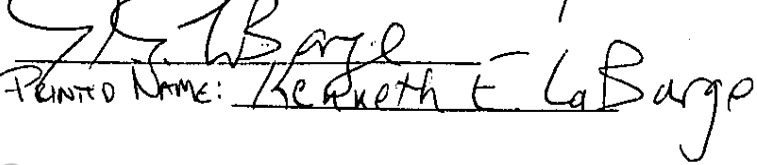
Printed name: Alexander J. (AJ) [unclear]



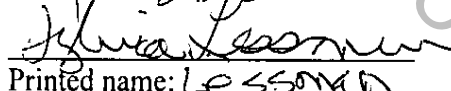
PRINTED NAME: Leon McGeary



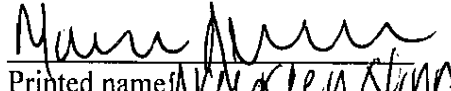
Printed name: [unclear]



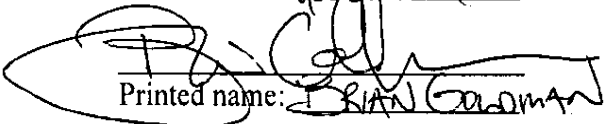
PRINTED NAME: Kenneth E. LaBarge



Printed name: LESSONA



Printed name: [unclear]



Printed name: Brian Goldman

BOARD OF DIRECTORS 339 BARRY  
CONDOMINIUM ASSOCIATION

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## AFFIDAVIT OF SECRETARY

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, Leon McGeary, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of 339 Barry Condominium Association and as such Secretary and keeper of the books and records of said condominium. I further state that the foregoing was approved by at least two-thirds (2/3) of the members of the Board of Directors of said condominium, at a meeting of the Board of Directors duly noticed and convened and held for that purpose on \_\_\_\_\_ 2020 at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect. I further state the unit owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amended and Restated Declaration.

Leon McGeary

Secretary of the 339 Barry Condominium Association

SUBSCRIBED AND SWORN to  
before me this 3<sup>rd</sup> day  
of December, 2020

[Signature]  
Notary Public



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## EXHIBIT "A"

Attached to and made part of

Declaration of Condominium Ownership for

339 Barry Condominium

(Plat Attached)

Property of Cook County Clerk's Office

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

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Scale 1" = 10'

# PLAT OF SURVEY

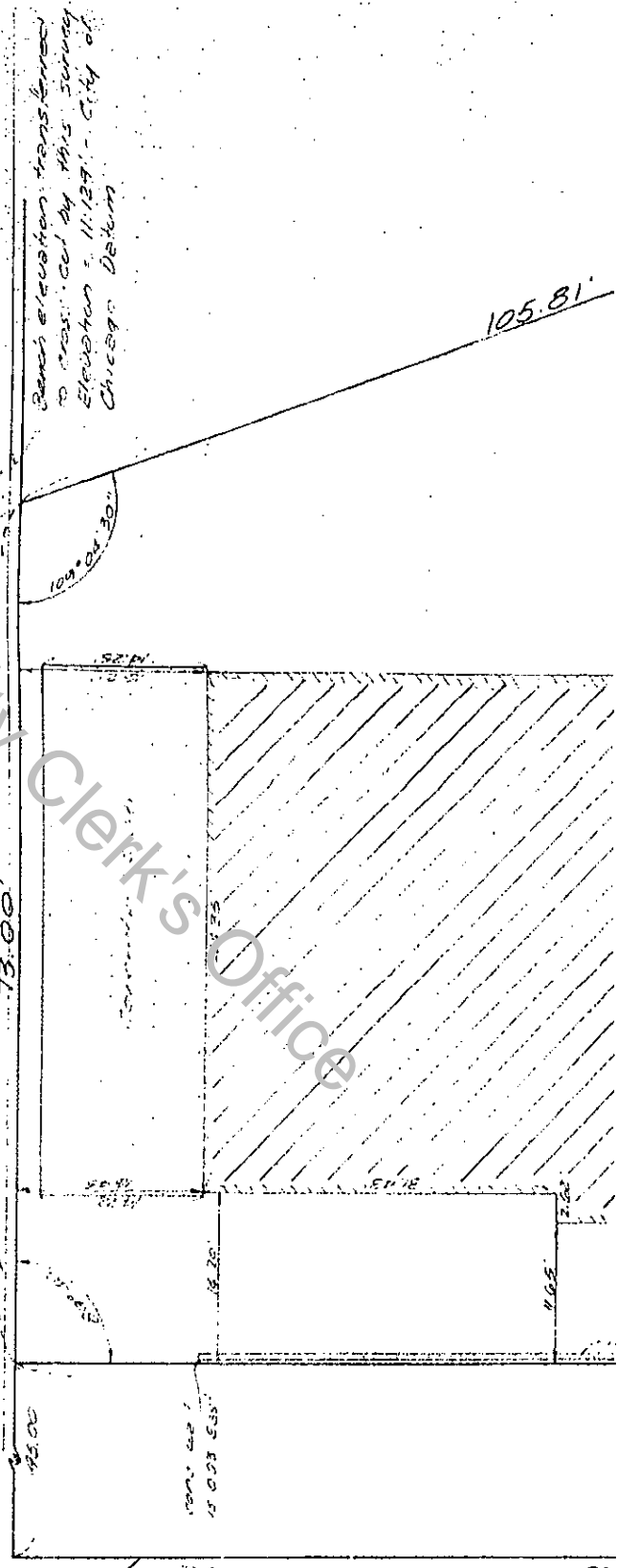
Lot 2 (except the west 95.0 feet thereof) in the subdivision of lots 2 and 3 and accretions in Lake Front Addition in the Northeast fractional quarter of Section 35, Township 30 North, Range 14 East of the Third Principal Meridian, 4th and West of the West 1/2 of the 1/4 of Green Park, according to the plat of record, subdivision of lots by record in the Recorder's Office of Cook County, Illinois, in September 5, 1912 as Document No. 53387, in Book 3074, Page 111010.

## W. BARRY AVENUE

3.66 meters (12 feet) wide - Back to Back to Back of curb

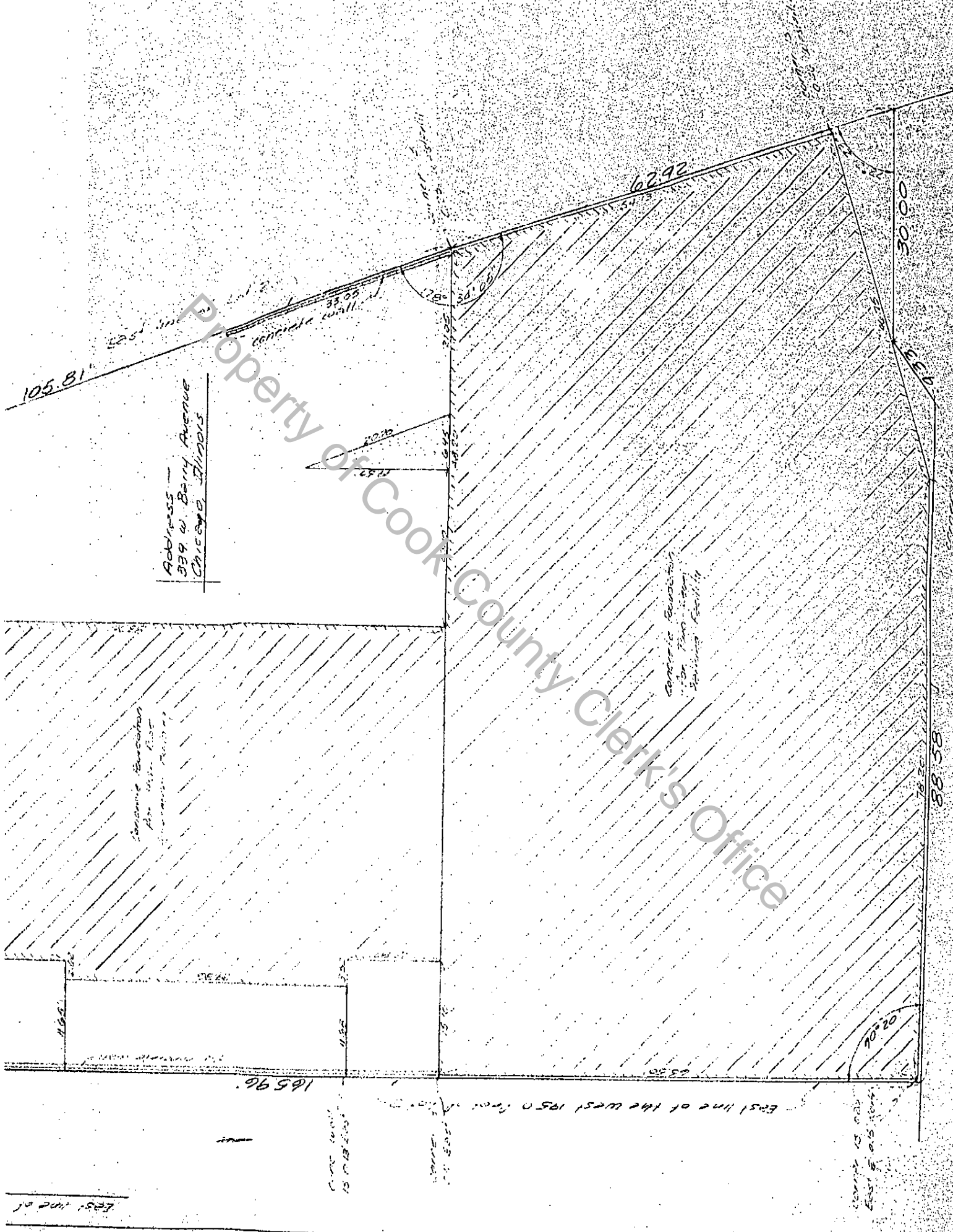
Rec Aug 13 1964 Doc 19208963 Page 1 of 25

Back of concrete curbline  
 15.00' 15.00' 15.00' 15.00' 15.00' 15.00' 15.00' 15.00' 15.00' 15.00'

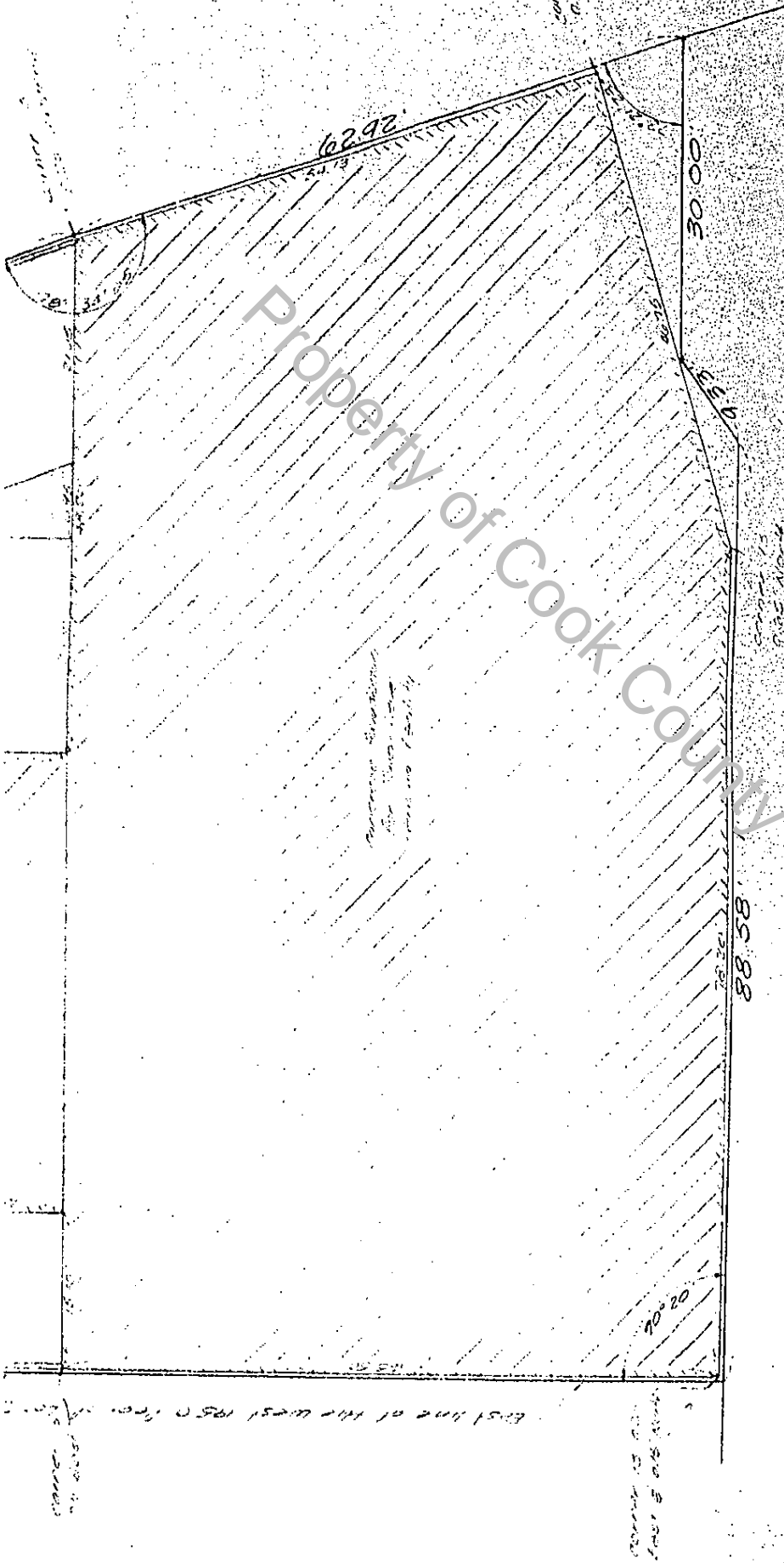


Bench elevation transferred to cross-cut by this survey  
 Elevation = 111.29' - City of Chicago Datum

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Survey & Plat by  
 R. E. Frederick & Associates  
 1826 East Northway, Naperville, Illinois  
 Arington Heights, Illinois

19213953 AUG 13 1964

Page 1 of 25 Exhibit A

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# PLAT OF SURVEY

Lot 2 (except the west 195.0 feet thereof) in the subdivision of lots 2 and 3 and accretions in 1st & 2nd Front Addition in the Northeast Federal quarter of Section 28, Township 20 North, Range 14 East of the Third Principal Meridian, lying west of the west boundary line of Lincoln Park, according to the plat of said subdivision filed for record in the Recorder's Office of Cook County, Illinois, on September 5, 1913 as Document No 503817, in Cook County, Illinois.

## W. BARRY AVENUE

Bituminous Road 32.5 wide. Back to Back of curb

Rec Aug 13 1964 Doc 19213963 Page 2 of 25

Back of concrete curbline

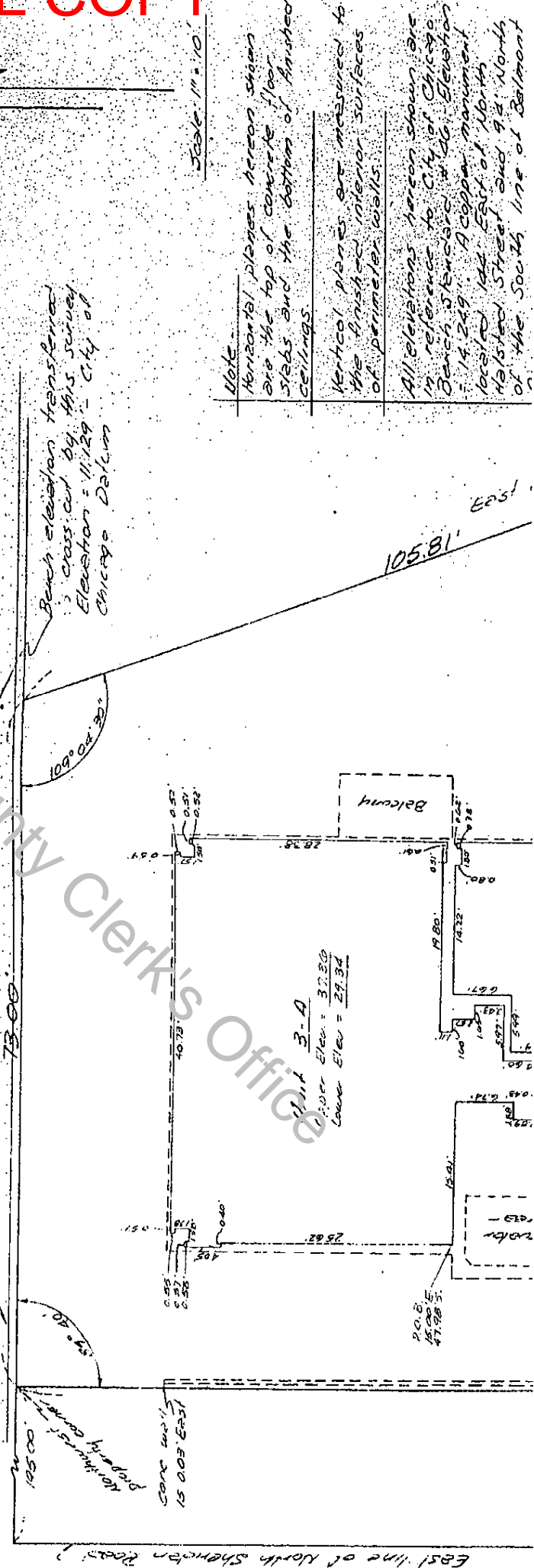
cross-cut 15.300' North & on the entrance

10.5' sidewalk

cross-cut 15.300' North & on the entrance

Concrete Public Sidewalk 6' wide

Back elevation transferred, cross-cut by this survey Elevation = 111.29 - City of Chicago Datum



Note  
Horizontal planes herein shown are the top of concrete floor slabs and the bottom of finished ceilings.  
Vertical planes are measured to the finished interior surfaces of perimeter walls.  
All elevations herein shown are in reference to City of Chicago Bench 3 datum with a datum elevation of 144.249. A copper monument located 144' East of North Halsted Street and 4' North of the South line of Belmont

Scale: 1" = 10'



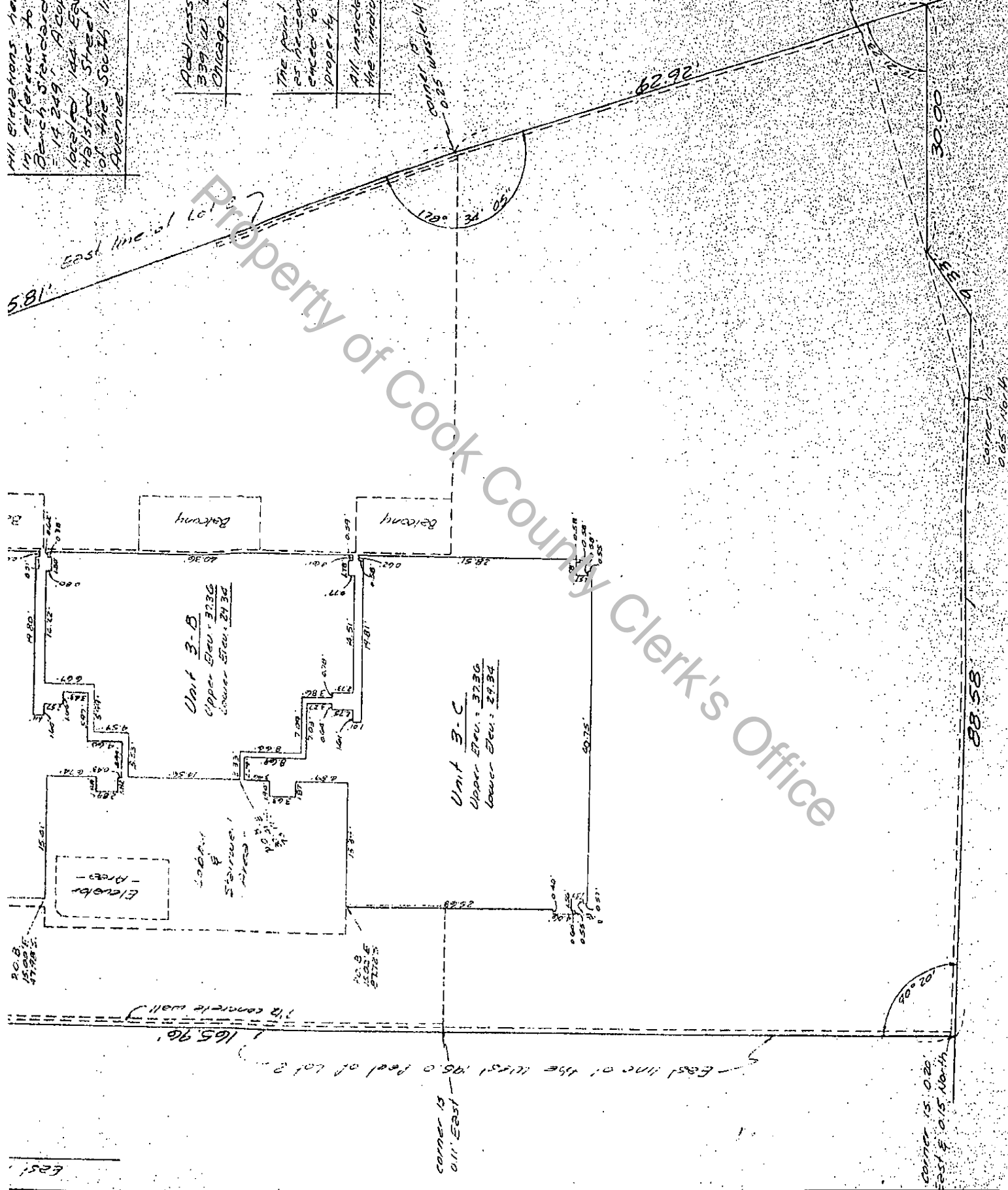
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All elevations herein shown are in reference to City of Chicago Bench Standard # 20. Elevation = 17.249'. A copper monument located 142' East of North Halsted Street and 92' North of the South 17th of Belmont Avenue

Address:  
339 W. Berry Avenue  
Chicago, Illinois

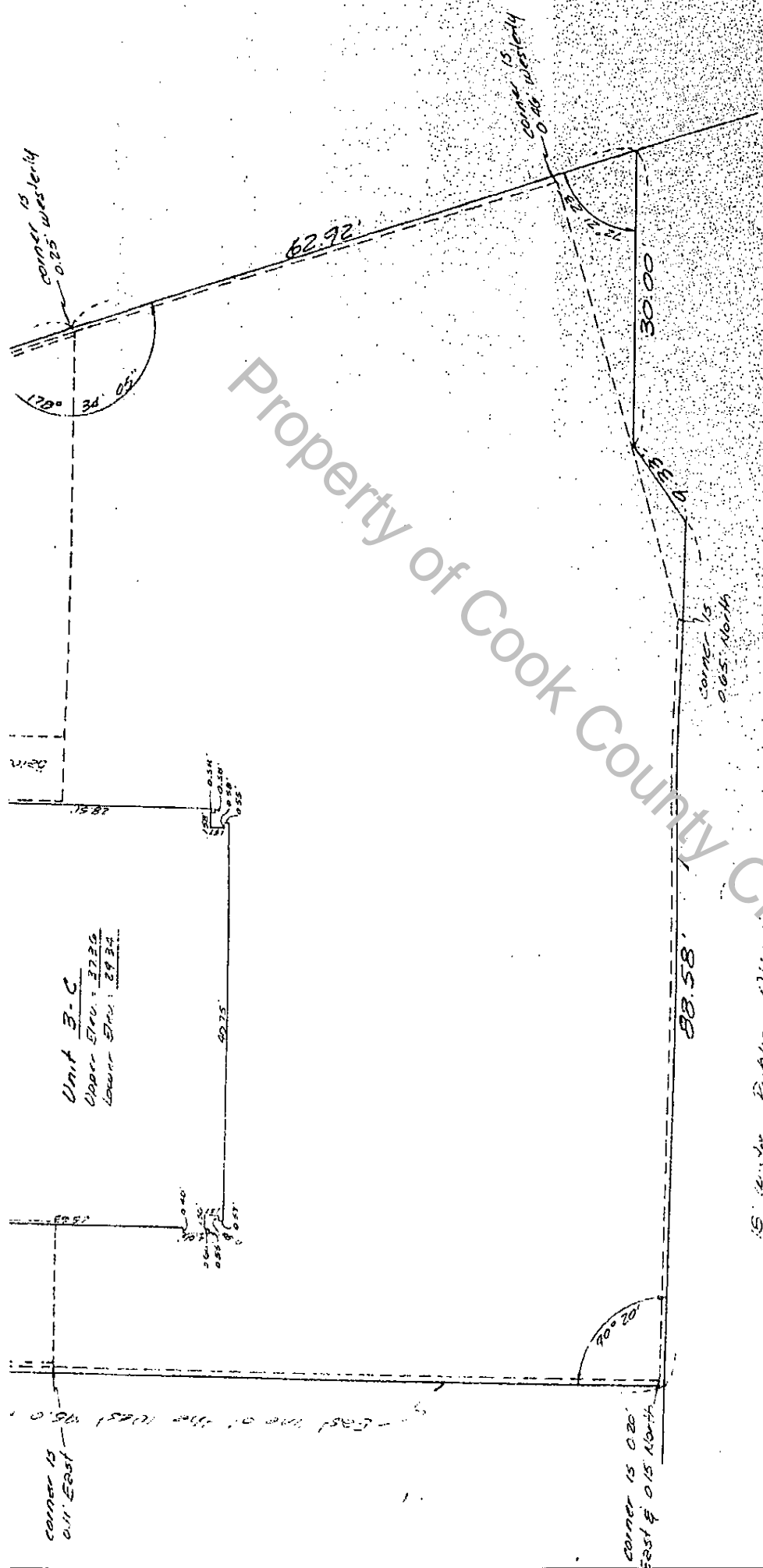
The point of beginning (P.O.B.) as herein shown are related except to the Northward Property corner.

All inside angles within the individual units are



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Unit B-C  
 Clear Str. = 17.20  
 Lower Str. = 24.32

State of Illinois,  
 County of Cook,

I, Robert E. Frederick of Illinois  
 Registered Land Surveyor do hereby certify  
 that the above land property and space has  
 been surveyed, under my supervision, and that  
 the plat herein shown is a correct representation  
 of the survey conducted to a temperature of  
 1/32" Fahrenheit.

Arlington Heights, Illinois - March 30, 1964.

*Robert E. Frederick*  
 Illinois Registered Land Surveyor No. 337140

Survey & Plat by  
 R. E. Frederick & Associates  
 1806 East Northwest Highway  
 Arlington Heights, Illinois

Page 2 of 25  
 Exhibit A

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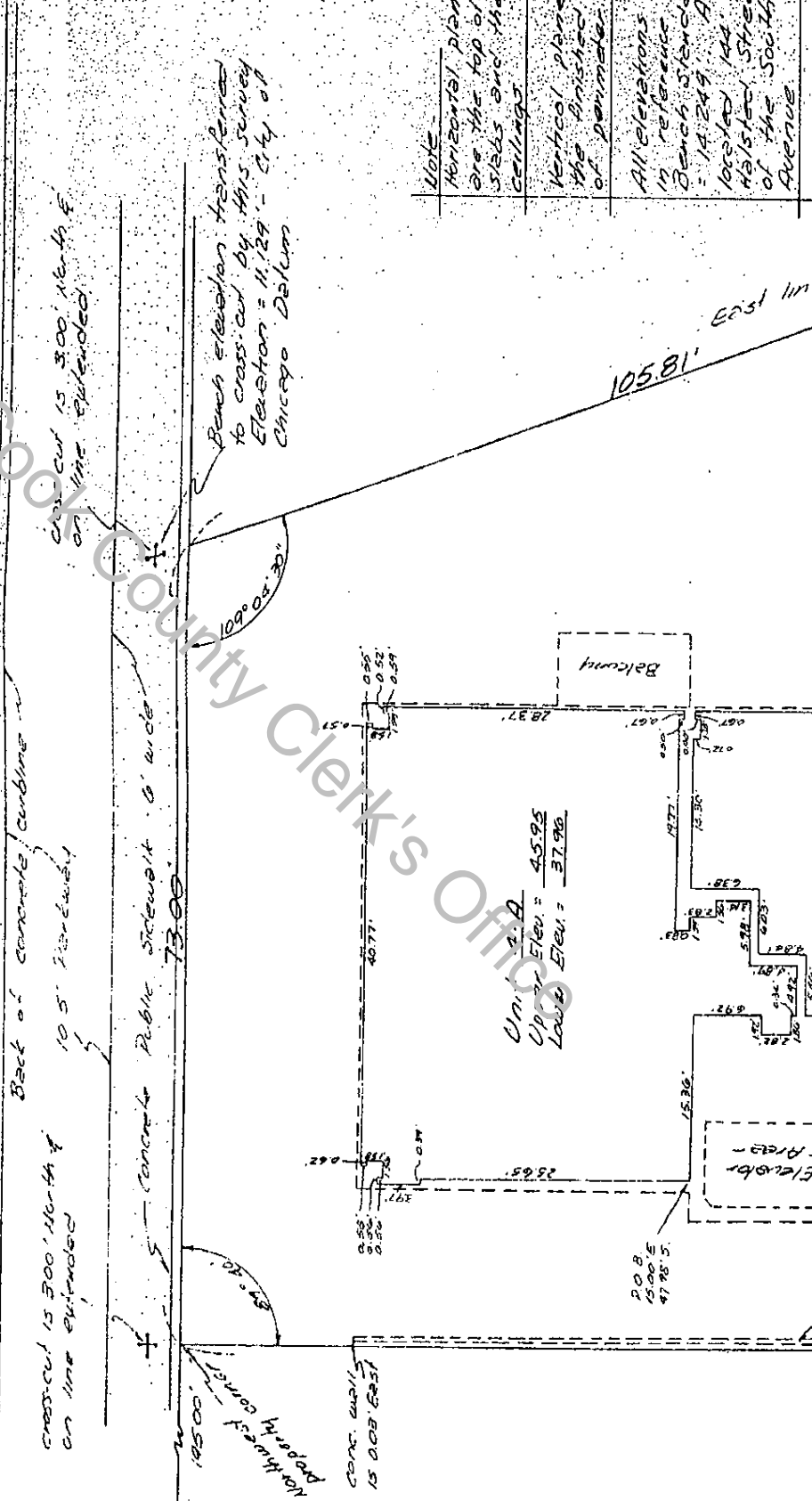
# PLAT OF SURVEY

Lot 2 (except the west 195.0 feet thereof) in the subdivision of lots 2 and 3 and sections in Lake Front Addition in the Northeast fractional quarter of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian lying west of the west boundary line of Lincoln Park, according to the plat of said subdivision filed for record in the Recorder's Office of Cook County, Illinois, on September 5, 1913 as Document No. 5038117, in Cook County, Illinois.

## W. BARRY AVENUE

Bituminous Pavement 31.5 wide. Back to Back of Curb.

Rec Aug 13 1964 Doc 19213963 Page 3 of 25



Note: Horizontal planes herein shown are the top of concrete floor slabs and the bottom of finished ceilings.

Vertical planes are measured to the finished interior surfaces of perimeter walls.

All elevations herein shown are in reference to City of Chicago Bench Standard # 40. Elevation = 14.249. A copper monument located 100' East of North Halsted Street and 9' North of the South line of Belmont Avenue.

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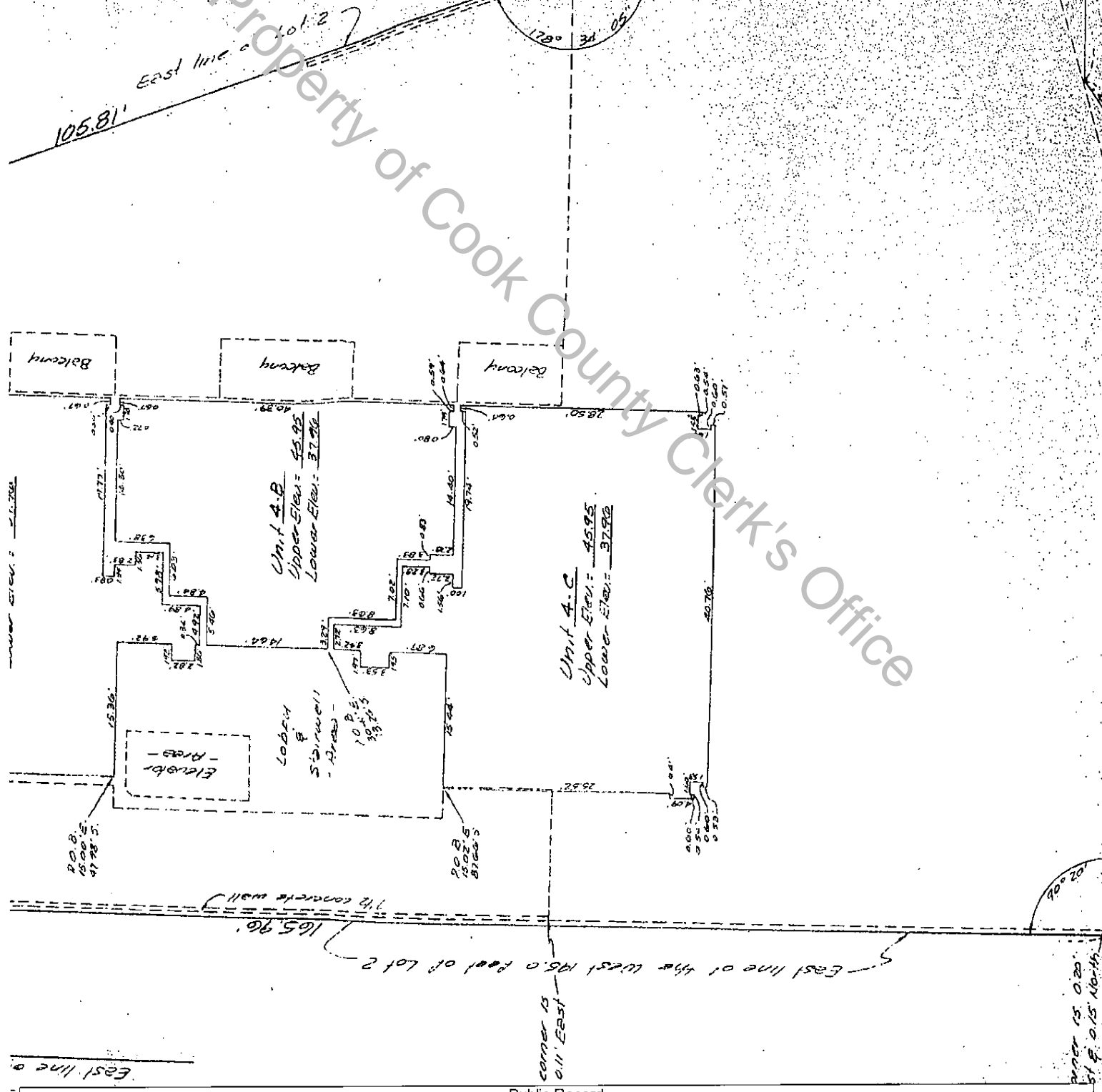
Vertical planes are measured to the finished interior surface of perimeter walls.

All elevations herein shown are in reference to City of Chicago Bench Station at 26 Elevation - 14.249'. A Copper monument located 142 East of North Halsted Street and 92' North of the South line of Belmont Avenue.

Address  
339 W. Barry Avenue  
Chicago, Illinois

The point of beginning (P.O.B.) as herein shown are referenced to the Northwest property corner.

All inside angles within the indicated limits are 90°.

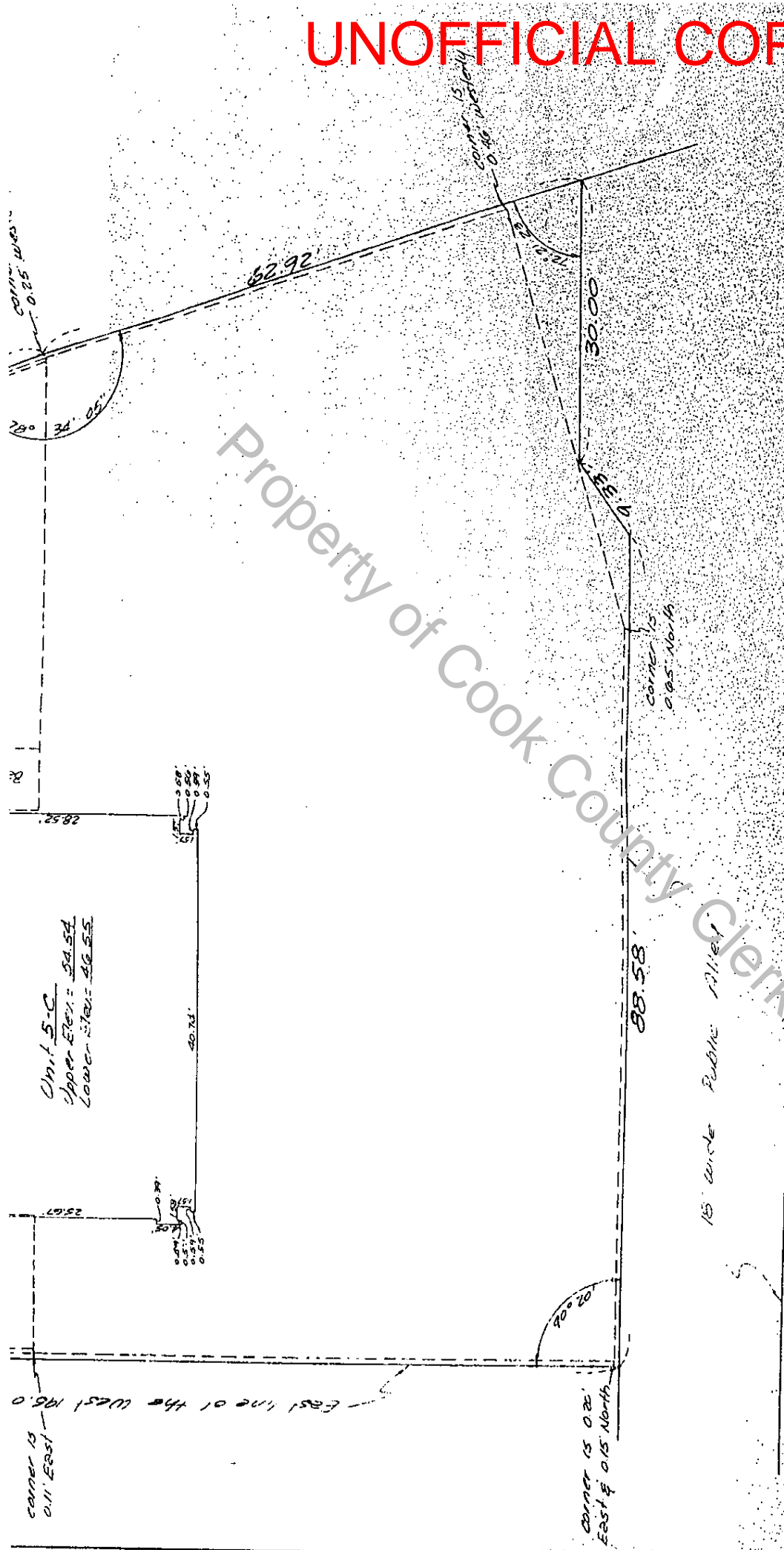








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Property of Cook County Clerk's Office

State of Illinois  
County of Cook

I, Robert E. Frederick, an Illinois Registered Land Surveyor, do hereby certify that the above land property and space has been surveyed under my supervision and the plat herein shown is a correct representation of 55.0 survey conducted to a temperature of +62° Fahrenheit.

Arlington Heights Illinois - May 18, 1964  
Robert E. Frederick  
Illinois Registered Land Surveyor No. 135-146

Survey & Plat by:  
R. E. Frederick & Associates  
1806 East Northwest Highway  
Arlington Heights, Illinois

Page 4 of 25 Exhibit A



UNOFFICIAL COPY

PLAT OF SURVEY

Lot 2 (except the West 195.0 Feet thereof) in the Subdivision of Lots 2, 2nd 3, and Sections 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

W. BARRY AVENUE

Bituminous Road - 31.5' wide - Best to Best of Curb

Rec Aug 13 1964 Doc 19213963 Page 5 of 25

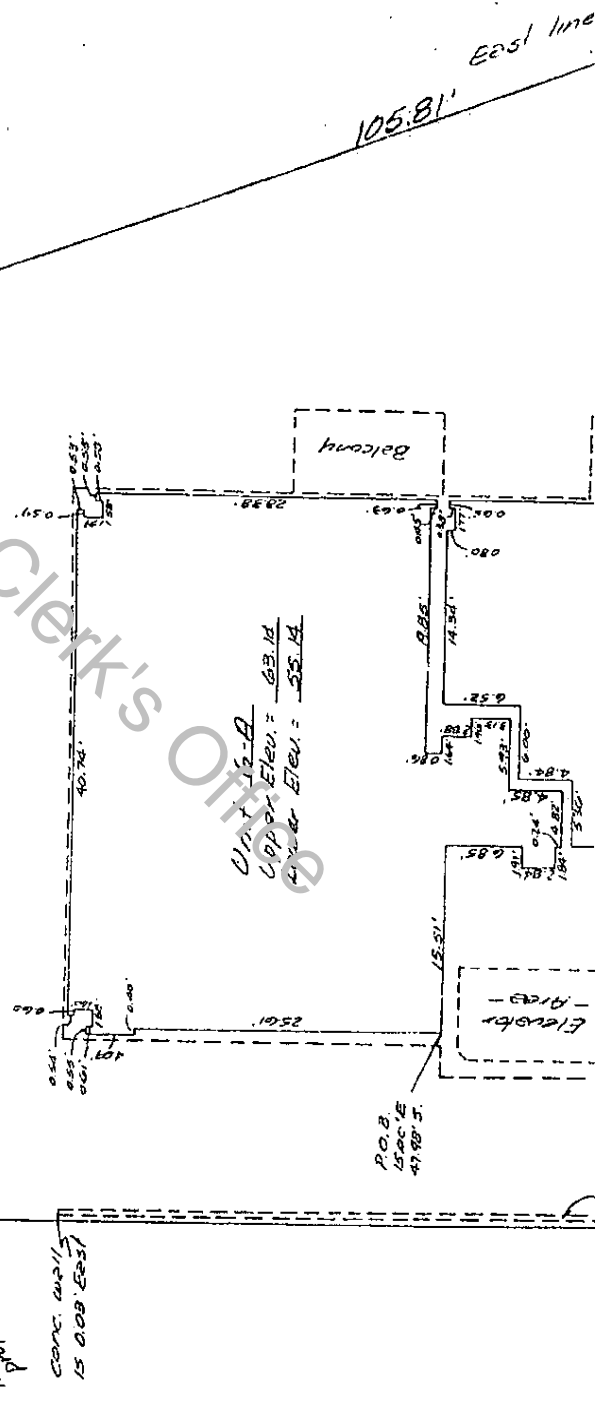
Best of concrete curbline

cross-cut is 300' North of on line extended

cross-cut is 300' North of on line extended

Concrete Public Sidewalk - 6' wide

Beach elevation transferred to cross-cut by this survey Elevation = 11.29' - City of Chicago Datum



Scale 1" = 10'

Note - Horizontal planes shown are the top of concrete floor slabs and the bottom of finished ceilings. Vertical planes are measured to the finished interior surfaces of perimeter walls. All elevations herein shown are in reference to City of Chicago Bench Standard #46. Elevation = 14.249'. A corner monument located 144' East of North 1st Street and 92' North of the South line of Belmont Avenue.

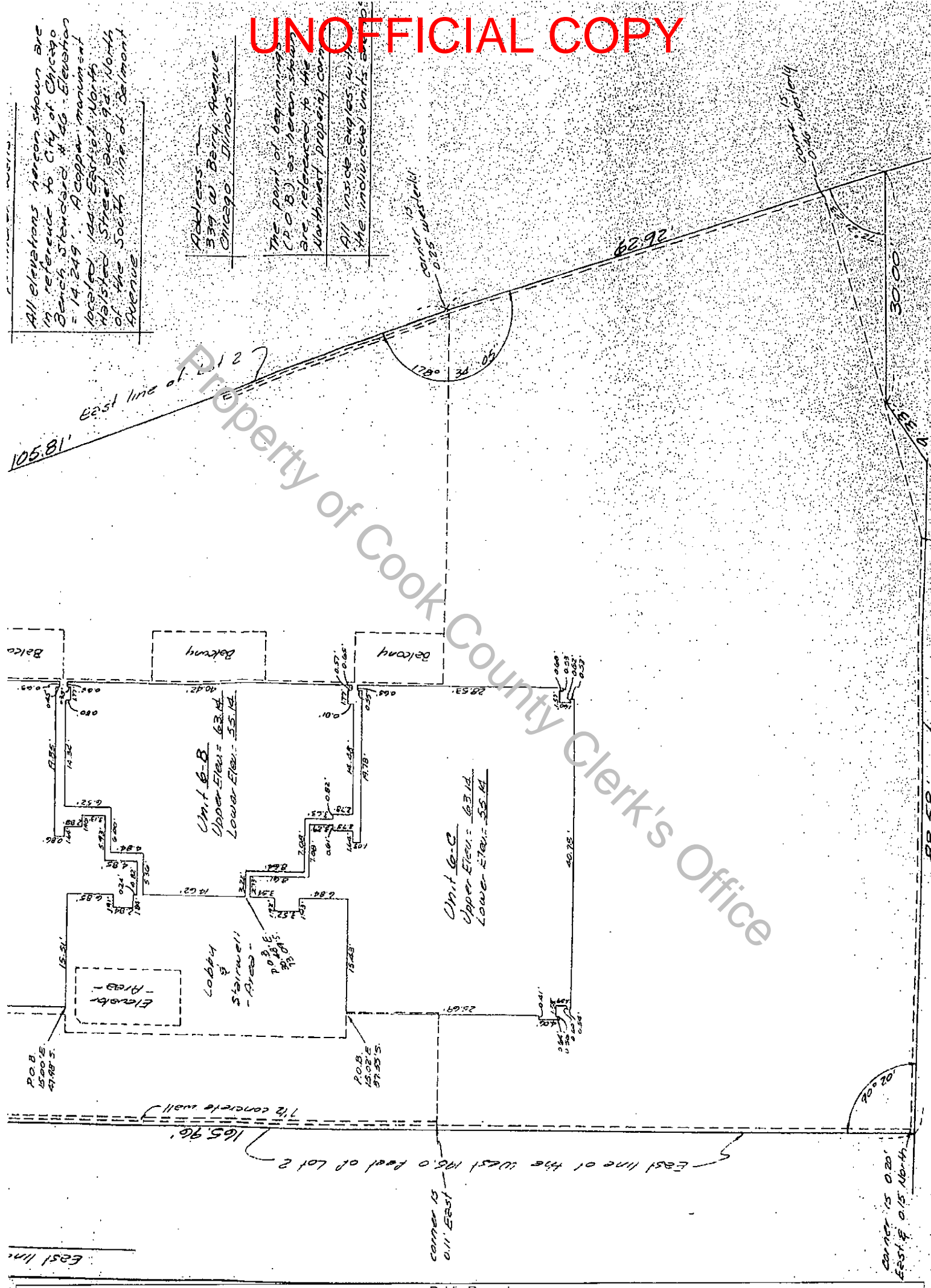
UNOFFICIAL COPY

All elevations herein shown are in reference to City of Chicago Bench Standard #46. Elevation = 14.249'. A Copper monument located 104' East of North Halsted Street and 94' North of the South line of Belmont Avenue

Address:  
539 W. Berry Avenue  
Chicago, Illinois

The point of beginning (P.O.B.) as herein shown are referenced to the Northwest property corner.

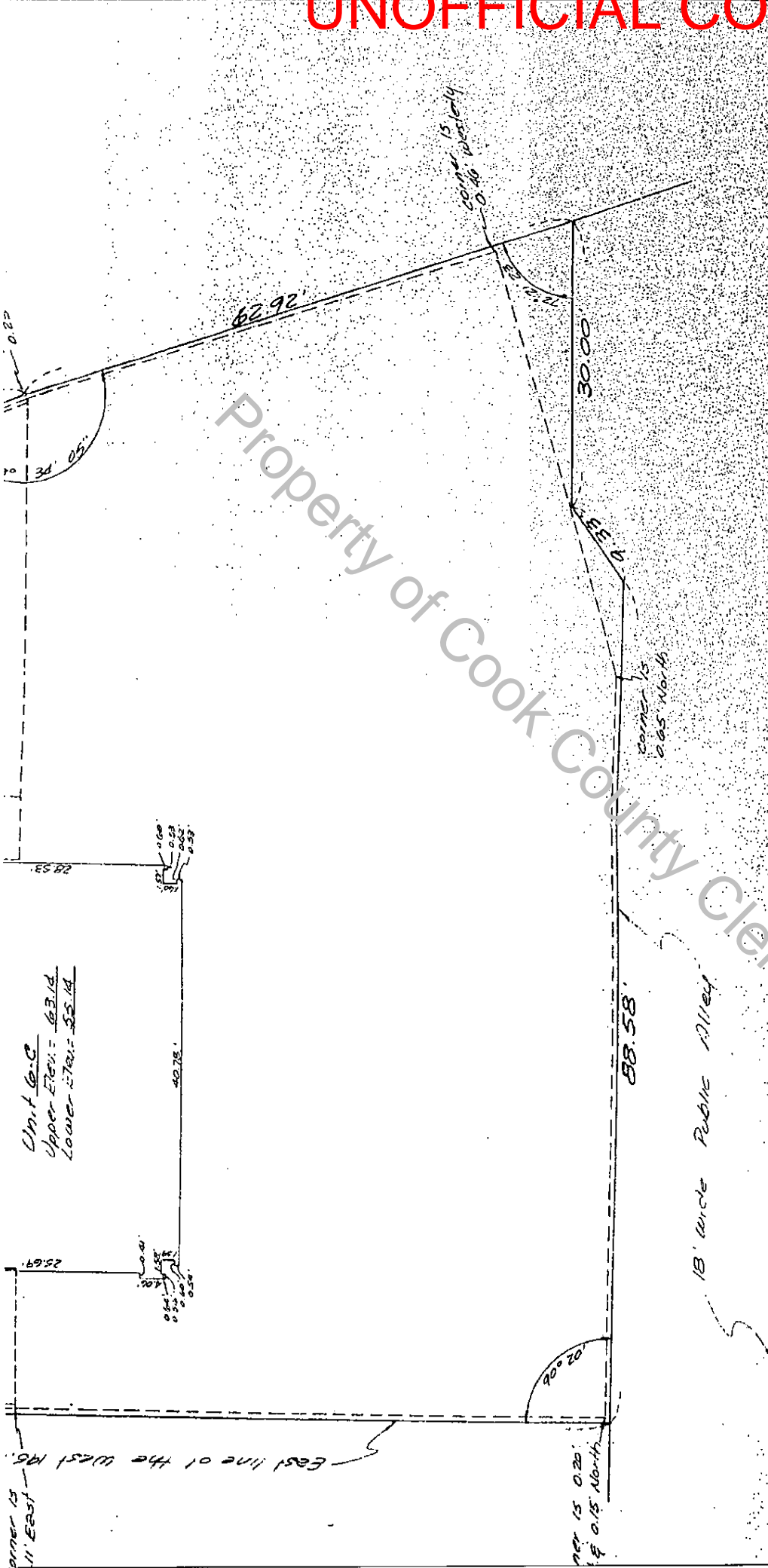
All inside angles within the indicated units are 90°.



Property of Cook County Clerk's Office

East line

UNOFFICIAL COPY



State of Illinois,  
County of Cook

I, Robert E. Frederick, of Illinois,  
Registered Land Surveyor, do hereby certify  
that the above land, property and spaces has  
been surveyed under my supervision, and that  
the plat herein shown is a correct representation  
of a survey conducted to a temperature of  
 $\pm 0.20$  Fahrenheit.

Arlington Heights, Illinois - May 18, 1967

*Robert E. Frederick*  
Illinois Registered Land Surveyor No. 125,146

Survey & Plat by:  
R. E. Frederick & Associates  
1806 East Northwest Highway  
Arlington Heights, Illinois

Page 5 of 25 Exhibit A

UNOFFICIAL COPY

PLAN OF SURVEY

Lot 2 (except the west 195.0 feet thereof) in the subdivision of lots 2 and 3 and accretions in Lake Front Addition in the Northeast Fractional quarter of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, lying west of the west boundary line of Lincoln Park, according to the plat of said subdivision filed for record in the Recorder's Office of said County of Cook, on September 6, 1912 as Document No 503817, in Cook County, Illinois

W. BARRY AVENUE

Bituminous Paved 35' wide. Back to back of curb

Rec Aug 13 1964 Doc 19213903 Page 6 of 25

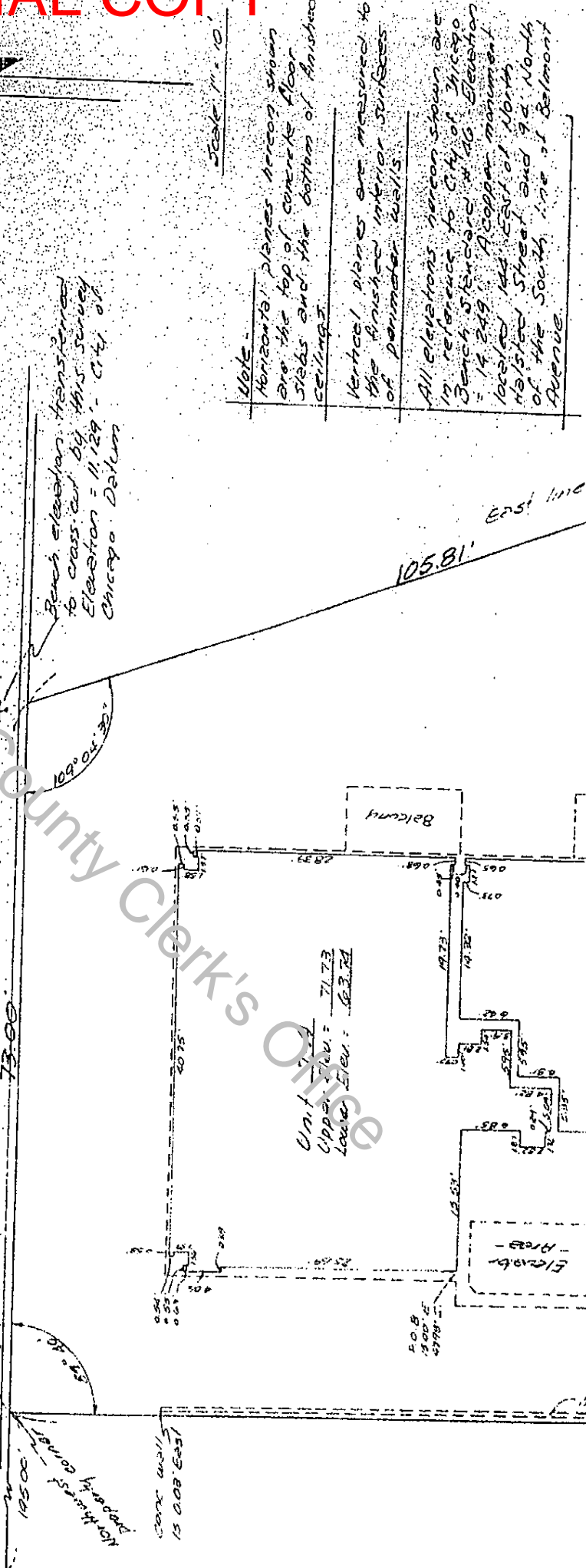
Back of concrete curbs

crossed 15.300' North of on line extended

crossed 15.300' North of on line extended

Concrete Public Sidewalk - 6' wide 73.00'

Each elevation transferred to cross-cut by this survey Elevation = 11.129' City of Chicago Datum



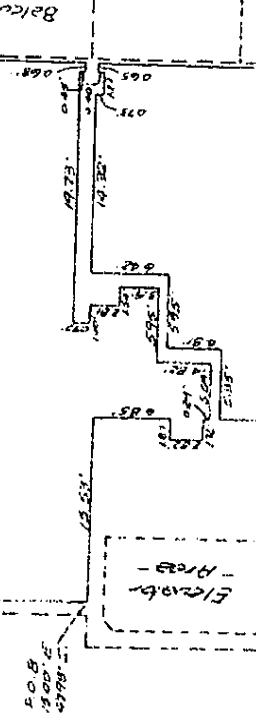
Scale 1" = 10'

Note - Horizontal planes herein shown are the top of concrete floor slabs and the bottom of finished ceilings

Vertical planes are measured to the finished interior surfaces of perimeter walls

All elevations herein shown are in reference to City of Chicago Bench Survey of 1856. Elevation = 14.249. A copper monument located 122' East of North Halsted Street and 94' North of the South line of Belmont Avenue

Unit 1703 Upper Elev: 71.73 Lower Elev: 63.74



# UNOFFICIAL COPY

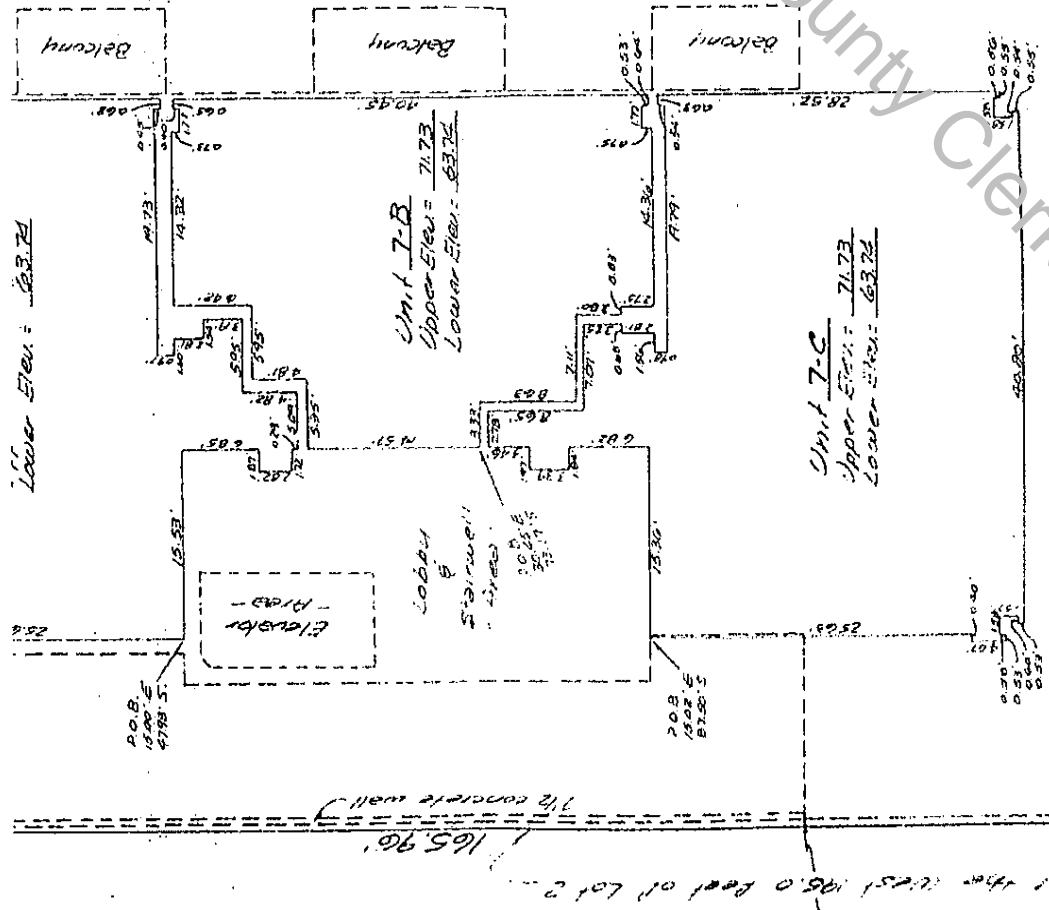
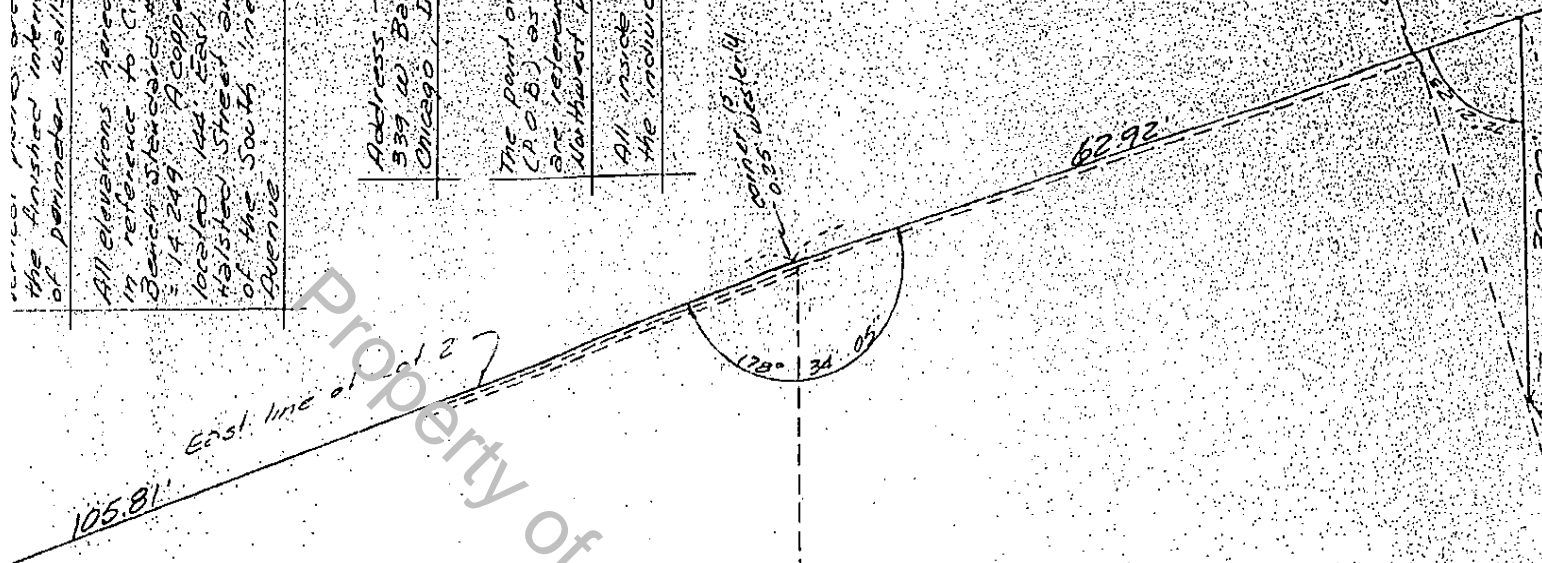
Vertical points are marked to the finished interior surfaces of perimeter walls.

All elevations herein shown are in reference to City of Chicago Bench Station at 46' Elevation = 14.249. A Copper monument located 1st. East of North Halsted Street and 92 North of the South line of Belmont Avenue.

Address:  
339 W. Barry Avenue  
Chicago, Illinois -

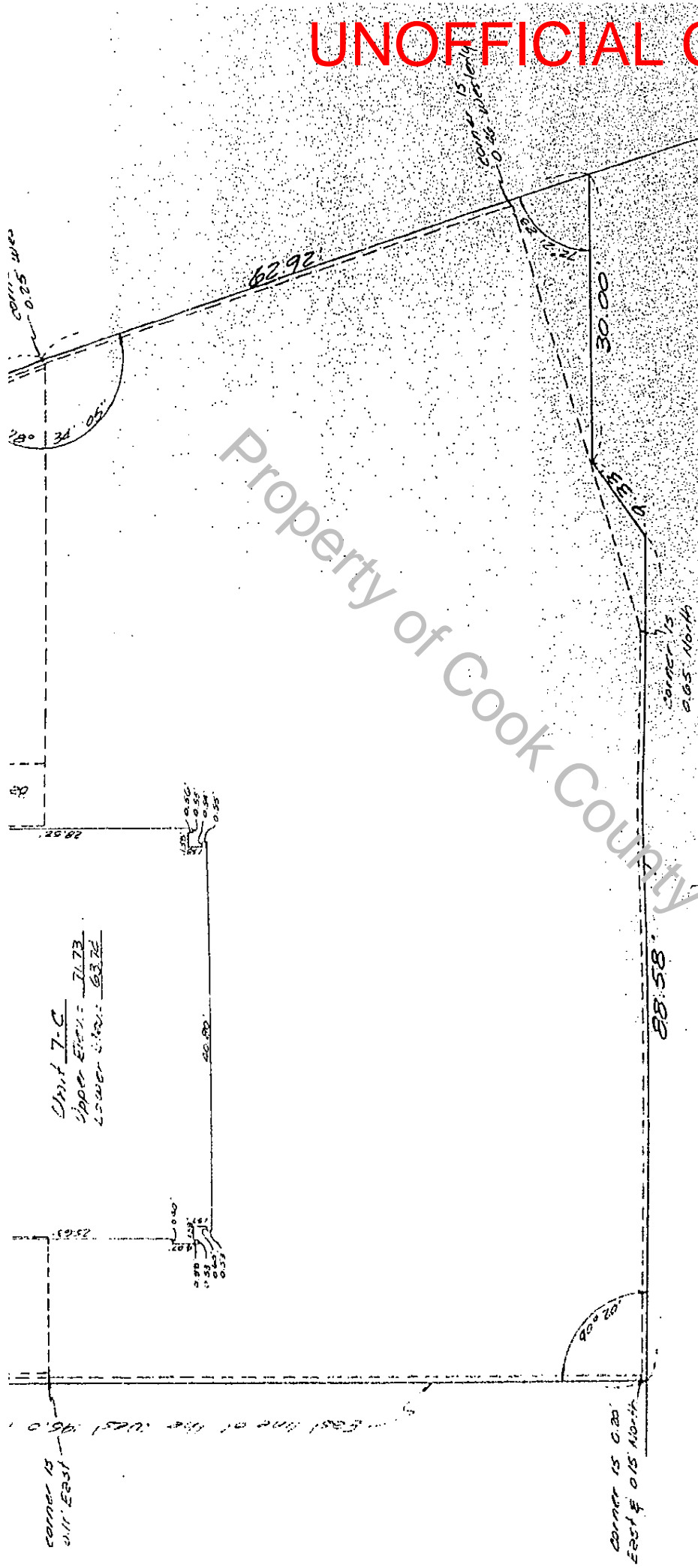
The point of beginning (P.O.B.) as herein shown are referenced to the Northwest property corner.

All inside angles within the individual lots are



Property of Cook County Clerk's Office

# UNOFFICIAL COPY



State of Illinois,  
 County of Cook,  
 I, Buddy E. Frederick, Illinois  
 Registered Land Surveyor, do hereby certify  
 that the above land, property and space has  
 been surveyed, under my supervision and by  
 the plat herein shown is a correct representation  
 of 55.58 survey corrected to temperature  
 of 62° Fahrenheit.  
 Arlington Heights, Illinois - May 19, 1964

*Buddy E. Frederick*  
 Registered Land Surveyor No. 15035 IL

Survey & Plat by:  
R. E. Frederick & Associates  
 1806 East Northwest Highway  
 Arlington Heights, Illinois

Page 6 of 25 - Exhibit A

UNOFFICIAL COPY

PLAT OF SURVEY

Lot 2 (except the west 1950 feet thereof) in the subdivision of lots 2 and 3 and accretions in Lake Front Addition in the Northeast fractional quarter of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, lying West of the West boundary line of Lincoln Park, according to the plat of said subdivision filed for record in the Recorder's Office of said County of Cook, on September 6, 1912 as Document No 5038117, in Cook County, Illinois.

W. BARRY AVENUE

Bituminous Pavement 33.5 wide. Bed to Back of curb

Rec Aug 13 1964 Doc 19213963 Page 7 of 25

Bed of concrete curbline

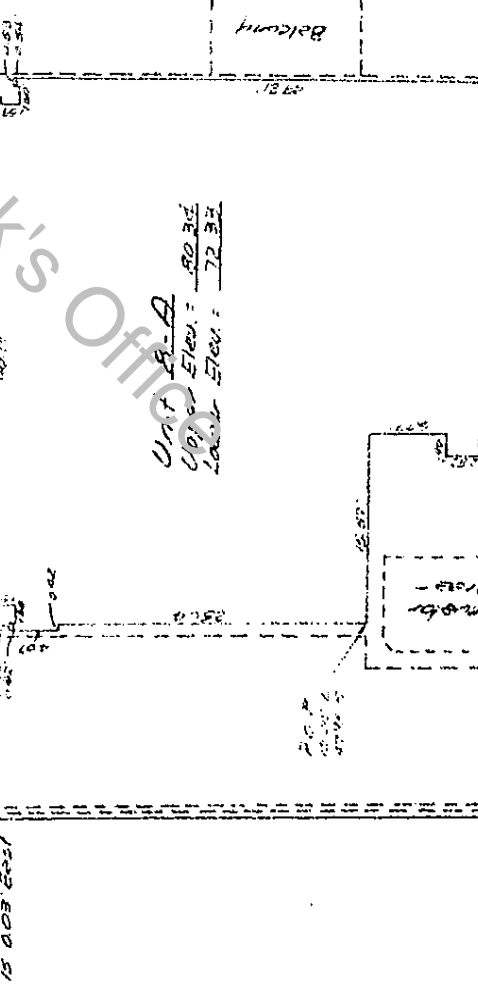
Cross-cut 13.900 North of on line extended

10.5 randomly

Cross-cut is 500 North of line extended

Concrete Public Sidewalk 6' wide 13.00'

Bench elevation transferred to cross-cut by this survey Elevation = 111.29' - City of Chicago Datum

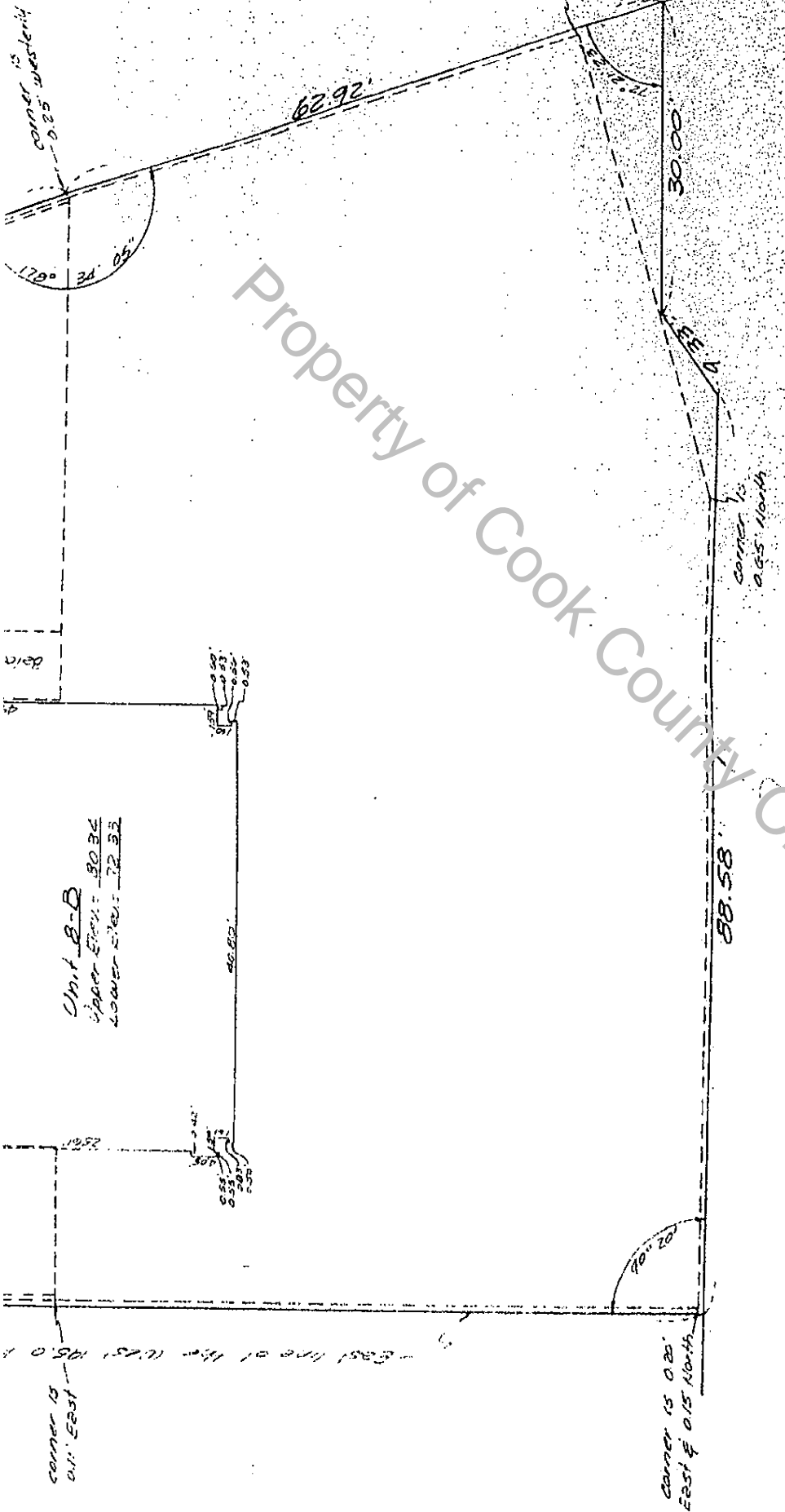


Note	
Horizontal lines between shown are the top of concrete floor slabs and the bottom of finished ceilings	Scale 1" = 10'
Vertical points are measured to the finished interior surfaces of perimeter walls	
All elevations herein shown are in reference to City of Chicago Bench Standard # 46. Elevation = 14.249'. A copper monument located 144' East of North Halsted Street and 94' North of the South line of Belmont Avenue.	





# UNOFFICIAL COPY



Property of Cook County Clerk's Office

State of Illinois }  
 County of Cook } ss  
 I, Edward E. Frederick, an Illinois  
 Registered Land Surveyor do hereby certify  
 that the above land, property and space has  
 been surveyed under my supervision, and the  
 plat herein shown is a correct representation  
 of said survey as conducted in accordance with  
 the laws of the State of Illinois.  
 Edward E. Frederick, Surveyor  
 Arlington Heights, Illinois - June 3, 1961

Survey E Plat 04 -  
 R. E. Frederick & Associates  
 1806 East Northwest Highway  
 Arlington Heights, Illinois

Page 7 of 25 Exhibit A  
 Robert S. [Signature]  
 Illinois Eastern Land Surveyors No. 35, 1961

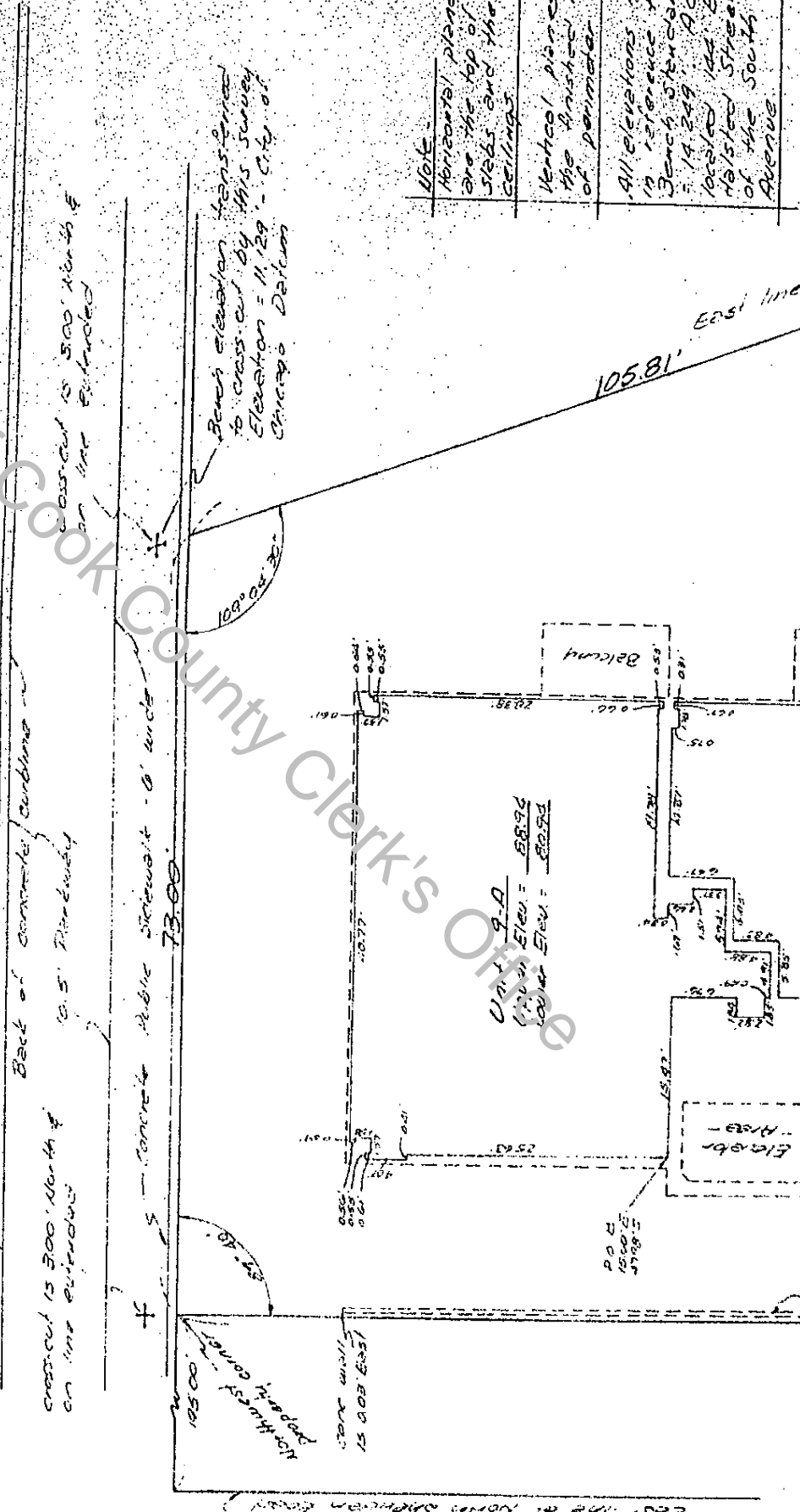
UNOFFICIAL COPY

**FLAT OF SURVEY**

lot 2 (except the west 1450 feet thereof) in the subdivision of lots 2 and 3 and sections in Lake Forest Addition in the Northeast fractional quarter of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, lying west of the west boundary line of Lincoln Park, according to the plat of said subdivision. Also for record in the Recorder's Office of said County of Cook, on September 5, 1913 as Document No. 5038117, in Cook County, Illinois.

**W. BARRY AVENUE**

Biminous Paved - 35' wide - Back to Back of City  
Rec Aug 13 1964 Doc 19213960 Page 8 of 25



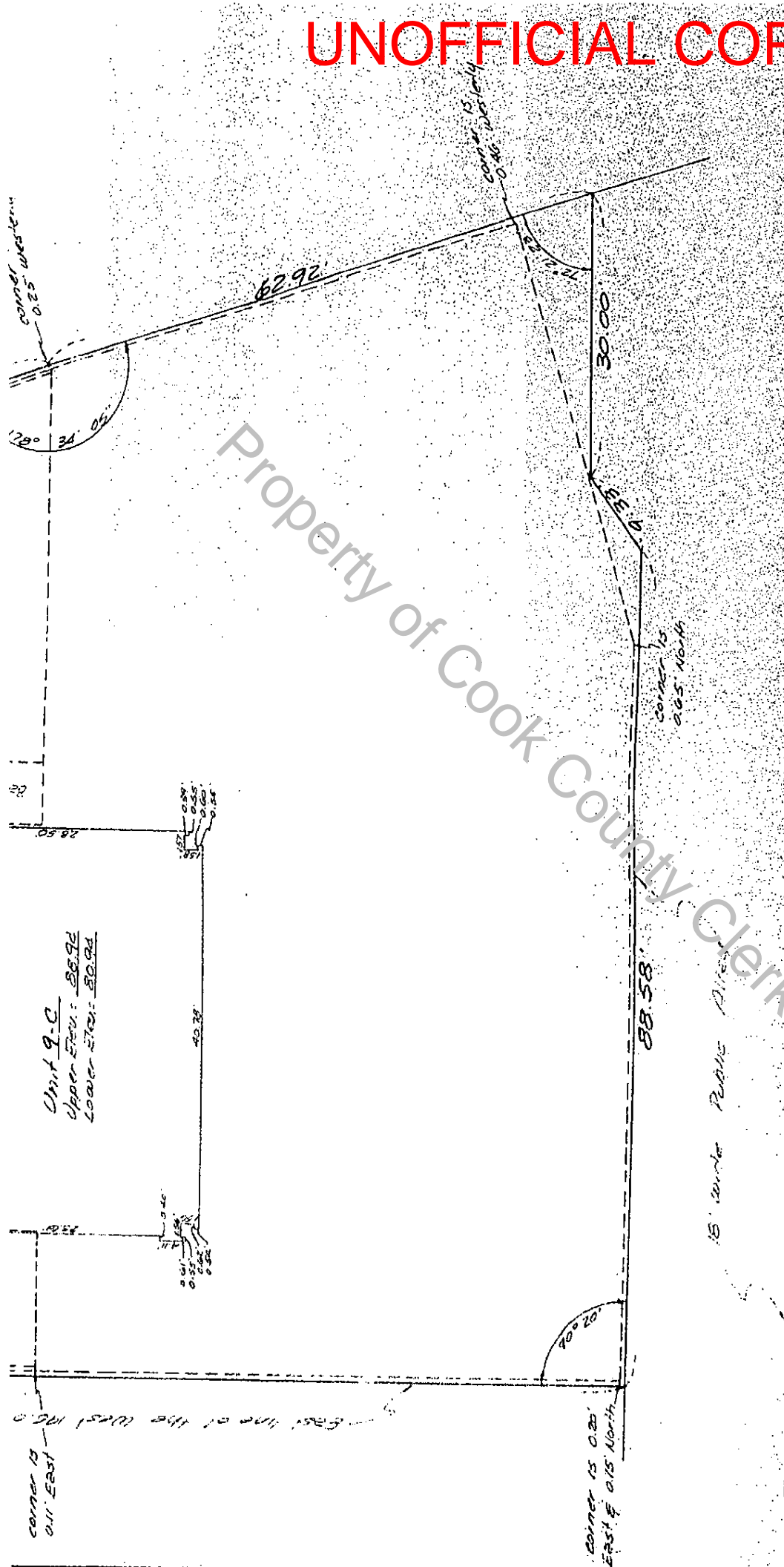
Note

Horizontal planes shown are the top of concrete floor slabs and the bottom of finished ceilings.  
Vertical planes are measured to the finished interior surfaces of perimeter walls.

All elevations herein shown are in reference to City of Chicago Bench Mark 5742, at 14.249' A.C.P.M. monument located 122' East of North Halsted Street and 74' North of the South line of Belmont Avenue.

Scale 1" = 10'

# UNOFFICIAL COPY



Property of Cook County Clerk's Office

State of Illinois,  
County of Cook,  
I, Robert E. Frederick, of Illinois,  
Registering Land Surveyor do hereby certify  
that the above land, property and space has  
been surveyed under my supervision and that  
the plat herein shown is a correct representation  
of the survey conducted to a temperature of  
1/62° Fahrenheit.  
Arlington Heights, Illinois - June 15, 1961

*Robert E. Frederick*  
Registering Land Surveyor

Survey E Plat 64 -  
R. E. Frederick & Associates  
1806 East Northwest Highway  
Arlington Heights, Illinois  
Page 8 of 25 - Exhibit A

# UNOFFICIAL COPY

2020.11.10

Note: Horizontal planes shown are the top of concrete floor slabs and the bottom of finished ceilings.

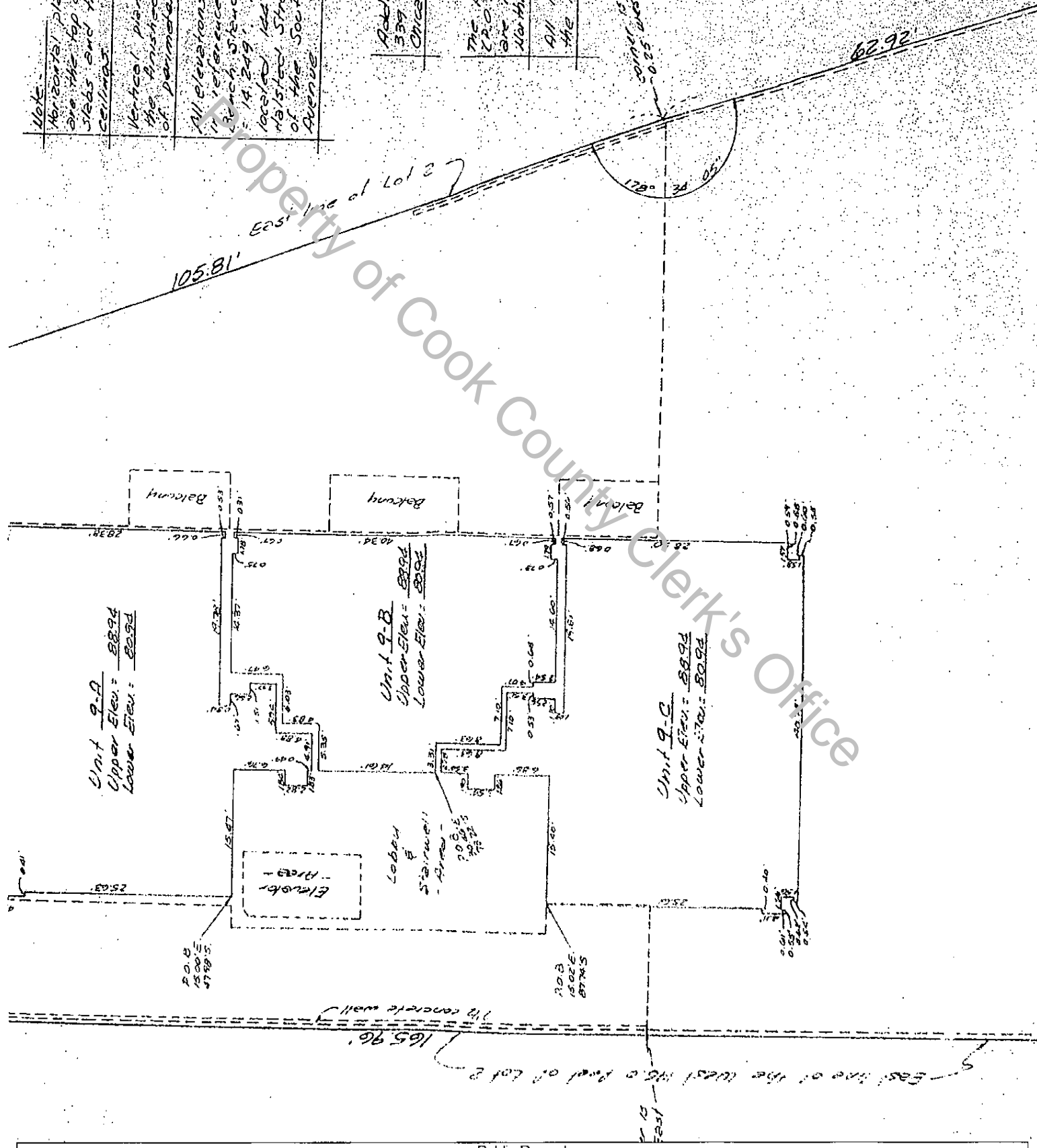
Vertical planes are measured to the finished interior surfaces of perimeter walls.

All elevations herein shown are references to City of Chicago Bench Standard of 26. Elevation = 14.249'. A copper monument located 1st East of North Halsted Street and 92 North of the South line of Belmont Avenue.

Address  
339 W. Barry Avenue  
Chicago, Illinois

This part of drawings (P.O.B.) as shown show are references to the Northwest property corner.

All inside angles within the individual units are 90°



Property of Cook County Clerk's Office

UNOFFICIAL COPY

PLAN OF SURVEY

Lot 2 (except the west 1950 feet thereof) in the subdivision of lots 2 and 3 and accretions in Lake Front Addition in the Northeast Froehndel quarter of Section 28, Township 20 North, Range 14 East of the Third Principal Meridian, lying west of the west boundary line of Lincoln Park, according to the plat of said subdivision filed for record in the Recorder's Office of said County of Cook, on September 6, 1912 as Document U. 5038117, in Cook County, Illinois.

W. BARRY AVENUE

Bituminous Pavement 5.5 wide. Bed to Bed of curb.

Rec Aug 13 1964 Doc 19Z13963 Page 9 of 25

Bed of concrete curbline

cross-cut 15 500 North & on line extended

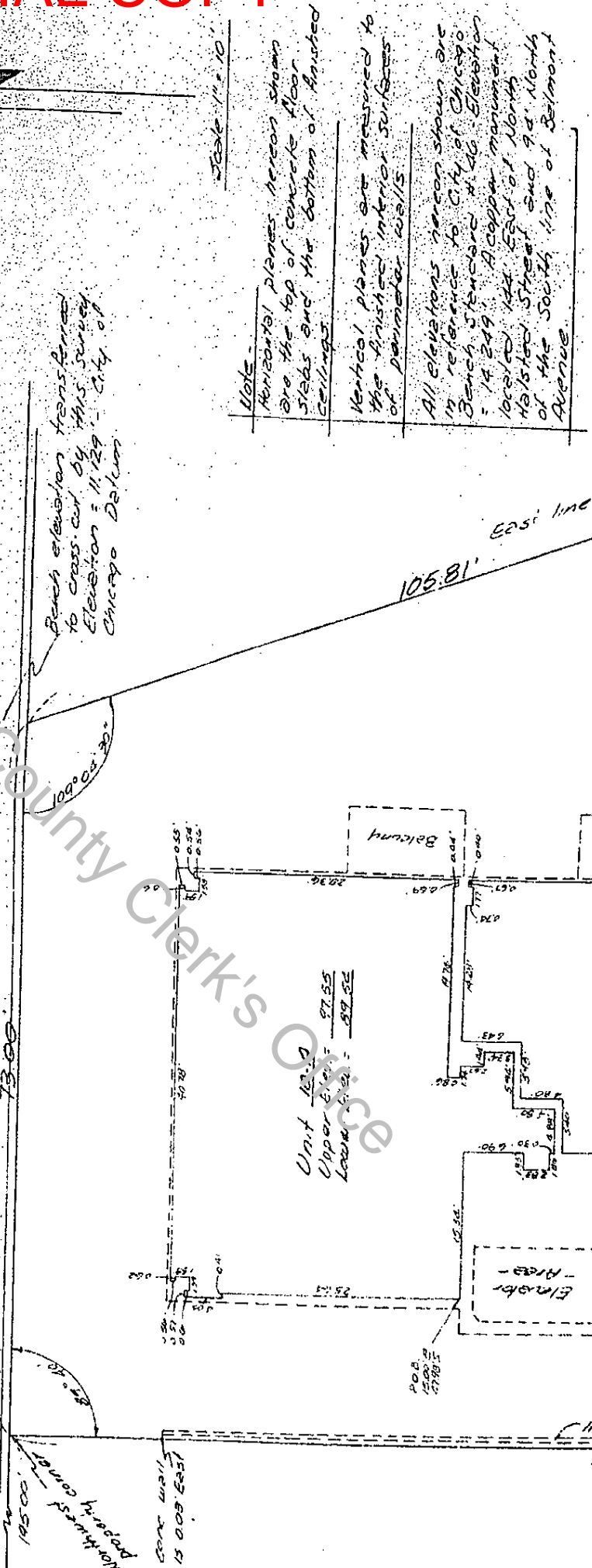
cross-cut 15 500 North & on line extended

concrete public sidewalk 8' wide 13.00'

Bench elevation transferred to cross-cut by this survey Elevation = 111.29 - City of Chicago Datum

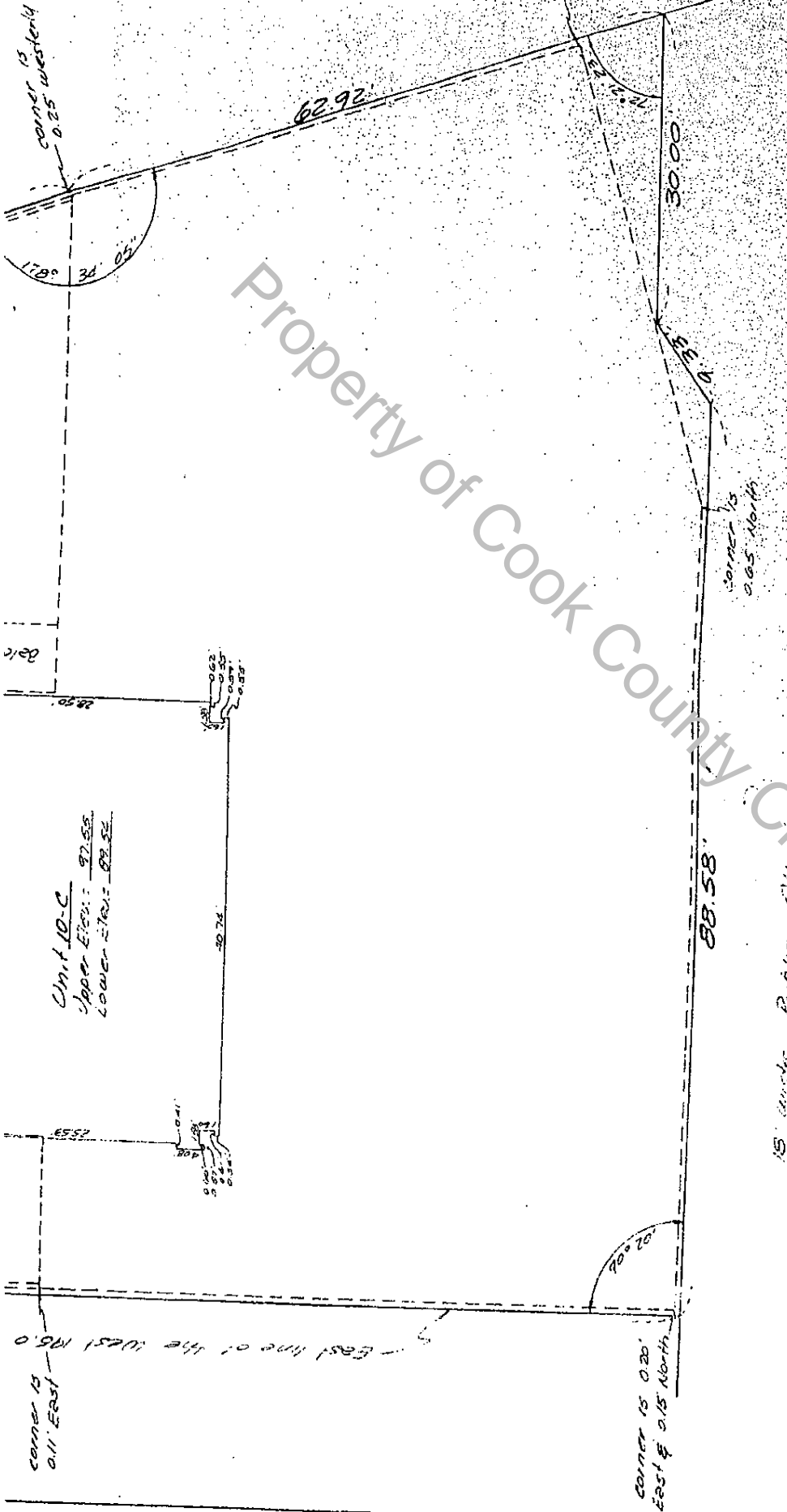
Scale 1" = 10'

Note	Horizontal planes herein shown are the top of concrete floor slabs and the bottom of finished ceilings
	Vertical planes are measured to the finished interior surfaces of perimeter walls
	All elevations herein shown are in reference to City of Chicago Bench Station # 26 Elevation = 14.249. A capstan monument located 144' East of North Halsted Street and 9.2' North of the South line of Belmont Avenue





# UNOFFICIAL COPY



Property of Cook County Clerk's Office

State of Illinois,  
County of Cook,  
Registered Land Surveyor, do hereby certify  
that the above land, property and space has  
been surveyed under my supervision, and that  
the plat herein drawn is a correct representation  
of the survey conducted to a temperature of  
+ 62° Fahrenheit  
Arlington Heights, Illinois - June 3, 1984

*Richard A. [Signature]*  
Illinois Registered Land Surveyor No. 015, 016

Survey & Plat by:  
R. E. Frederick & Associates  
1806 East North-west Highway  
Arlington Heights, Illinois  
Page 9 of 25 • Exhibit A



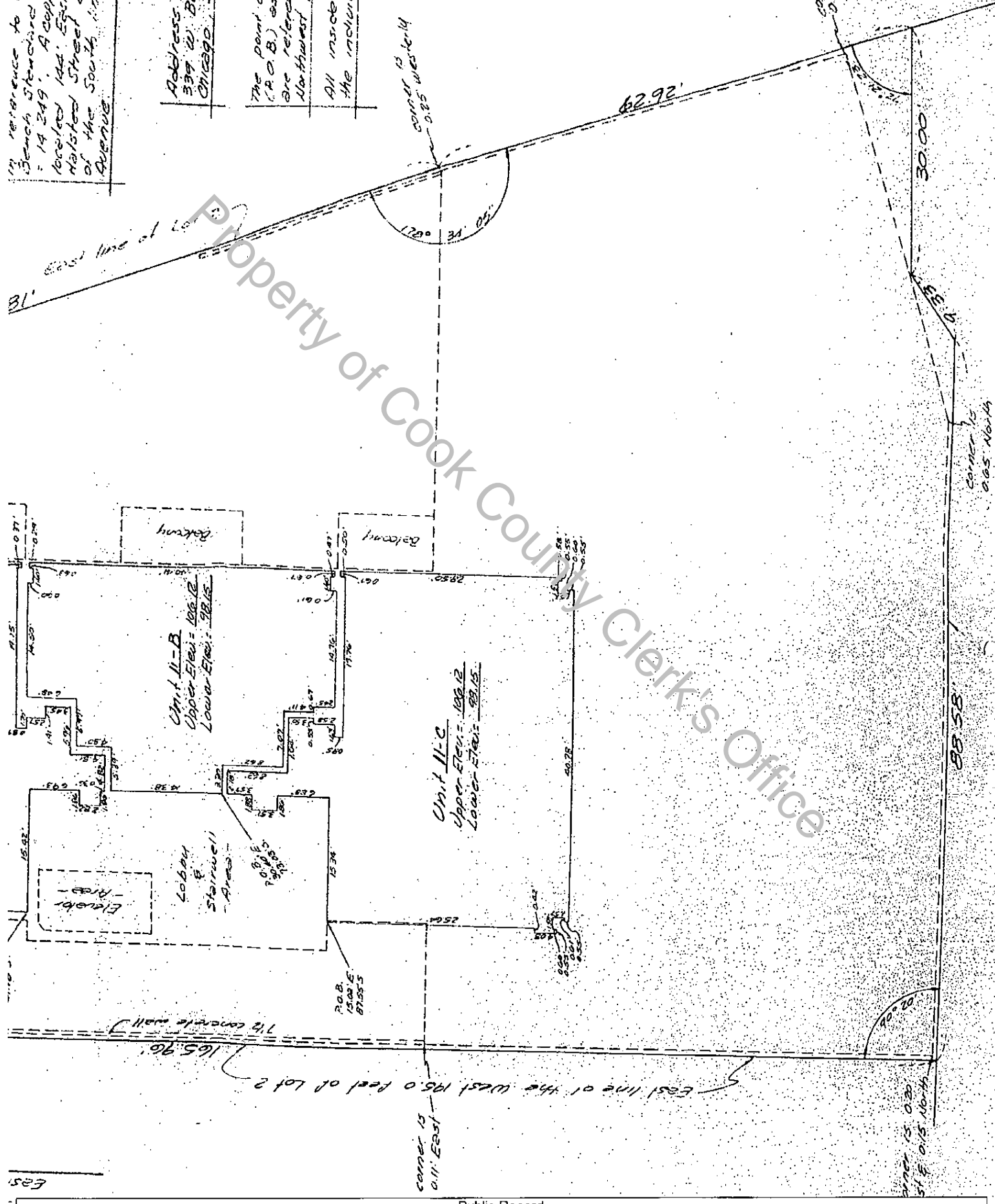


UNOFFICIAL COPY

Reference to City of Chicago Bench Standard & 46 Station = 14 249. A copper monument located 144' East of North Halsted Street and 9.8' North of the South 1122' of Belmont Avenue

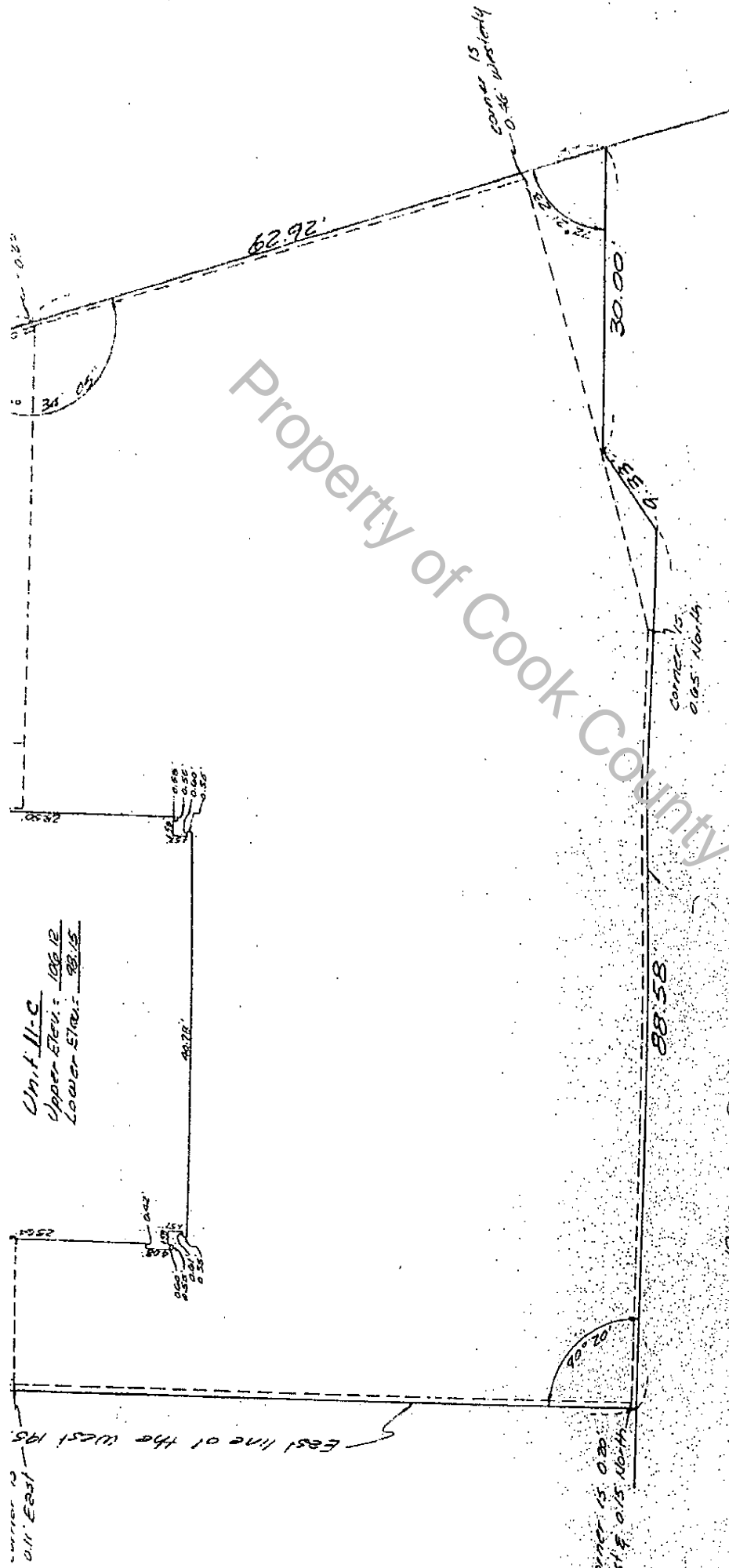
Address: 339 W. Berry Avenue Chicago, Illinois

The point of beginning (P.O.B.) as herein stated are referred to the Northwest property corner. All inside angles within the included units are 90°



East

# UNOFFICIAL COPY



State of Illinois }  
 County of Cook } 55

I, Robert E. Fiedelick, an Illinois Registered Land Surveyor, do hereby certify that the above land, property and space has been surveyed, under my supervision, and that the plat herein shown is a correct representation of said survey conducted to a temperature of 4.62° Fahrenheit.

Arlington Heights, Illinois - June 3, 1961

*Robert E. Fiedelick*  
 Illinois Registered Land Surveyor No. 33, 1961

Survey E Plat 04 -  
 R. E. Fiedelick & Associates  
 1806 East Northwest Highway  
 Arlington Heights, Illinois

Page 10 of 23 Exhibit A

Property of Cook County Clerk's Office



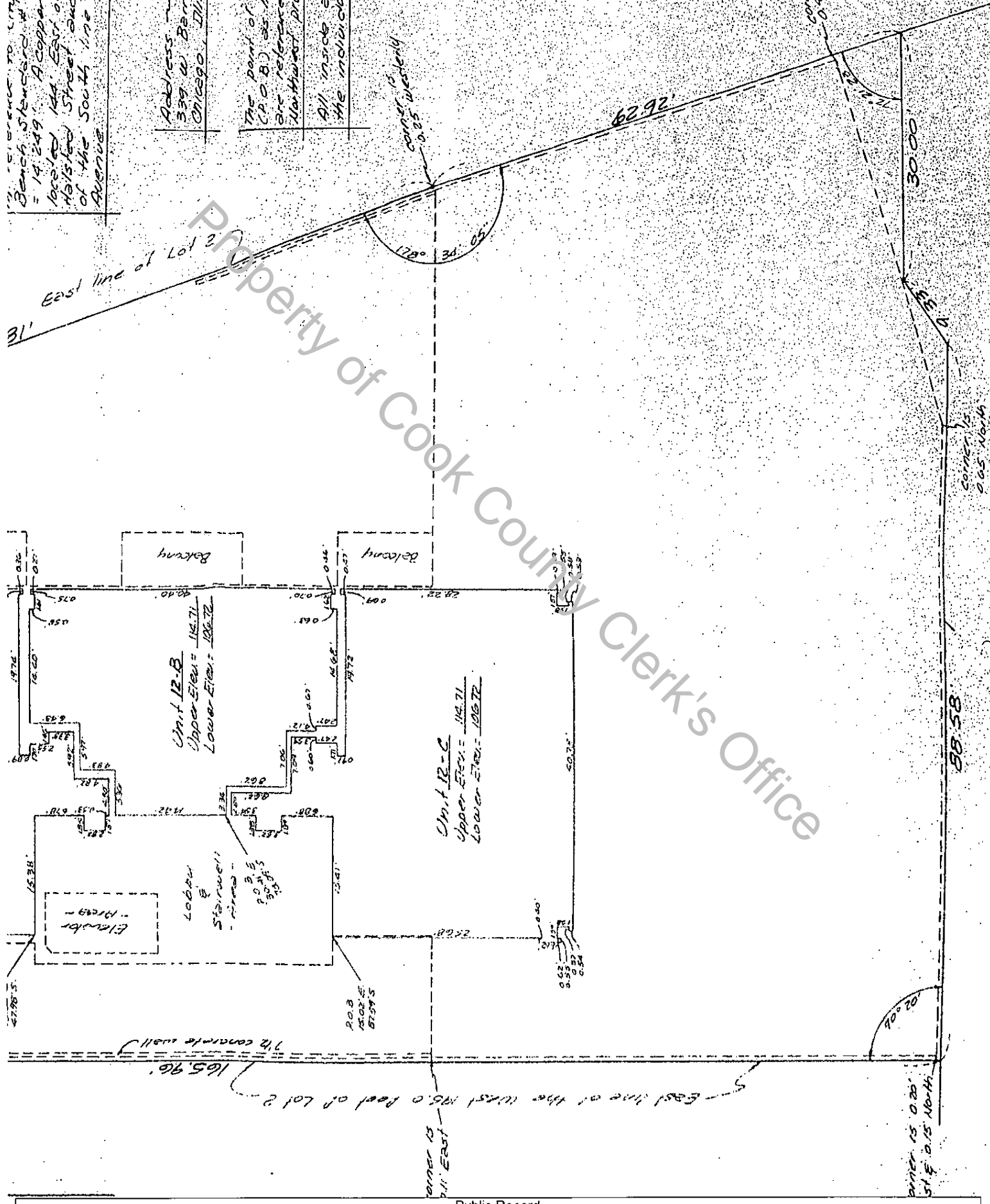
# UNOFFICIAL COPY

5. E. Grant to City of Chicago  
 Bench Standard # 46 - Elevation  
 = 14.249'. A copper monument  
 located 144' East of North  
 Halsted Street and 94' North  
 of the South line of Belmont  
 Avenue.

Address  
 339 W. Barry Avenue  
 Chicago, Illinois

The point of beginning  
 (P.O.B.) as shown shall  
 be referred to the  
 Northwest property corner.

All inside angles with  
 the individual units are





UNOFFICIAL COPY

**PLAT OF SURVEY**

Lot 2 (except the west 1950 feet thereof) in the Subdivision of Lots 2 and 3 and sections in Lake Front Addition in the Northeast Fractional quarter of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, lying west of the west boundary line of Lincoln Park, according to the plat of said subdivision filed for record in the Recorder's Office of said County of Cook, on September 6, 1912 as Document No. 503817, in Cook County, Illinois.

**W. BARRY AVENUE**

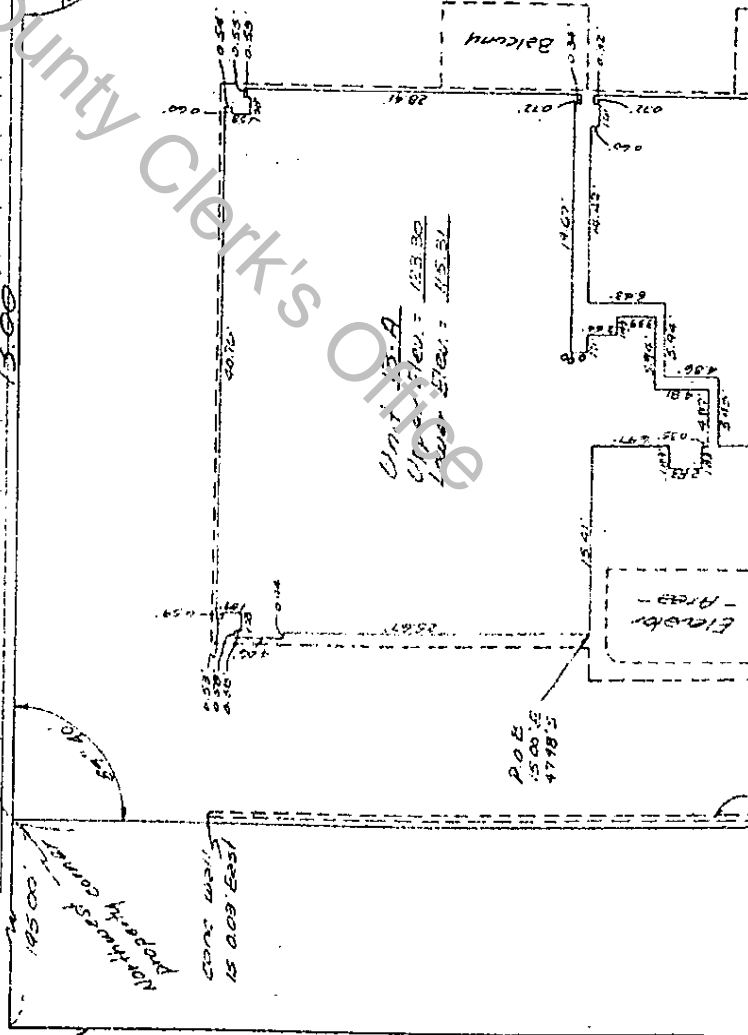
Blatinnous Run 3.5 wide - Beak to Beak of curb  
Rec Aug 13 1962 Doc 19213960 Page 12 of 35

Beak of concrete curbs

crossed 13.300 North of on line extension 10.5' therefrom

Concrete curb sidewalk 6' wide 73.00

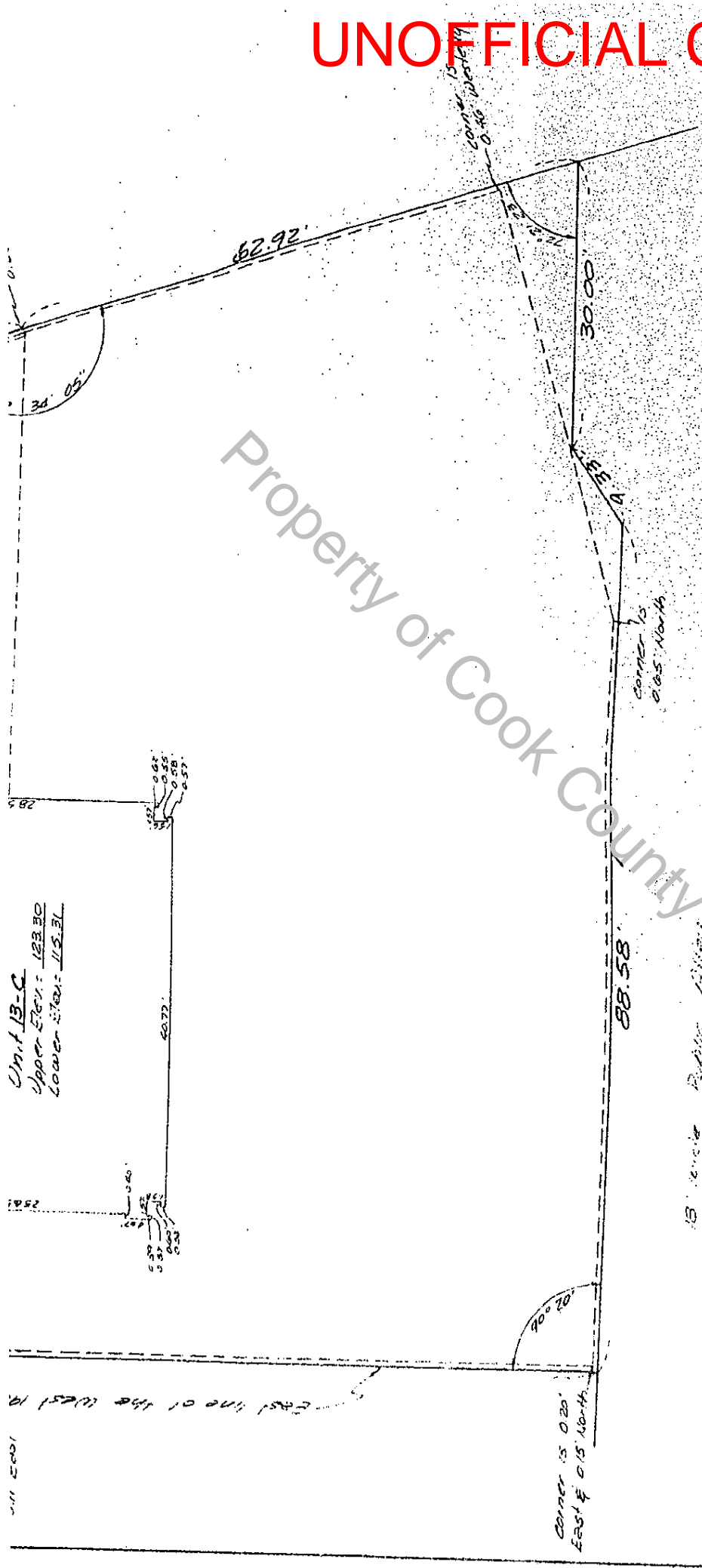
Beak extension transition to cross cut by this survey. Elevation = 11.29 - City of Chicago Datum



<p>Note - Horizontal planes shown are the top of concrete floor slabs and the bottom of finished ceilings</p>	<p>Vertical planes are measured to the finished interior surfaces of perimeter walls</p>
<p>All elevations shown are in reference to City of Chicago Bench Standard # 46 Elevation = 14.249. A copper monument located 124' East of North Halsted Street and 94' North of the South line of Belmont Avenue</p>	



UNOFFICIAL COPY



State of Illinois  
County of Cook

I, Robert E. Frederick an Illinois  
Registered Land Surveyor, do hereby certify  
that the above land, property and space has  
been surveyed under my supervision, and  
the plat hereon shown is a correct representation  
of said survey conducted to a temperature of  
+ 65° Fahrenheit.

William Herbert's Illinois - June 4, 1964

*Robert E. Frederick*  
ILLINOIS REGISTERED LAND SURVEYOR NO. 5314

Survey E Plat by

R. E. Frederick & Associates  
1806 East Northwest Highway  
Arlington Heights, Illinois

Page 12 of 25

Exhibit A



UNOFFICIAL COPY

# PLAT OF SURVEY

Lot 2 (except the west 1950 feet thereof) in the subdivision of Lots 2 and 3 and sections in Lake Front Addition in the Northwest Fractional quarter of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, lying west of the west boundary line of Lincoln Park, according to the plat of said subdivision filed for record in the Recorder's Office of said County of Cook, on September 6, 1913 as Document No 5038117, in Cook County Illinois.

## W. BARRY AVENUE

Bituminous Pavement 3.5 wide - Back to Back of Curb

Rec Aug 13 1969 Doc 19213963 Page 13 of 25

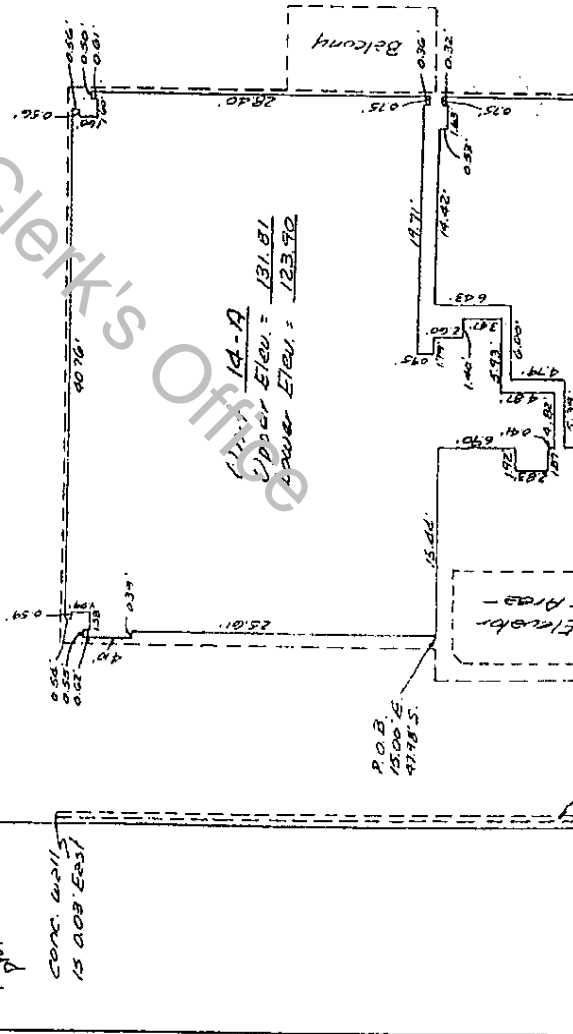
Back of concrete curbline

crossed 15 500' North of on line extended

crossed 15 500' North of on line extended

Concrete Public Sewer 6' wide 73.00'

Bench elevation transferred to cross-cut by this survey  
Elevation = 111.29' City of Chicago Datum



Scale 1" = 10'

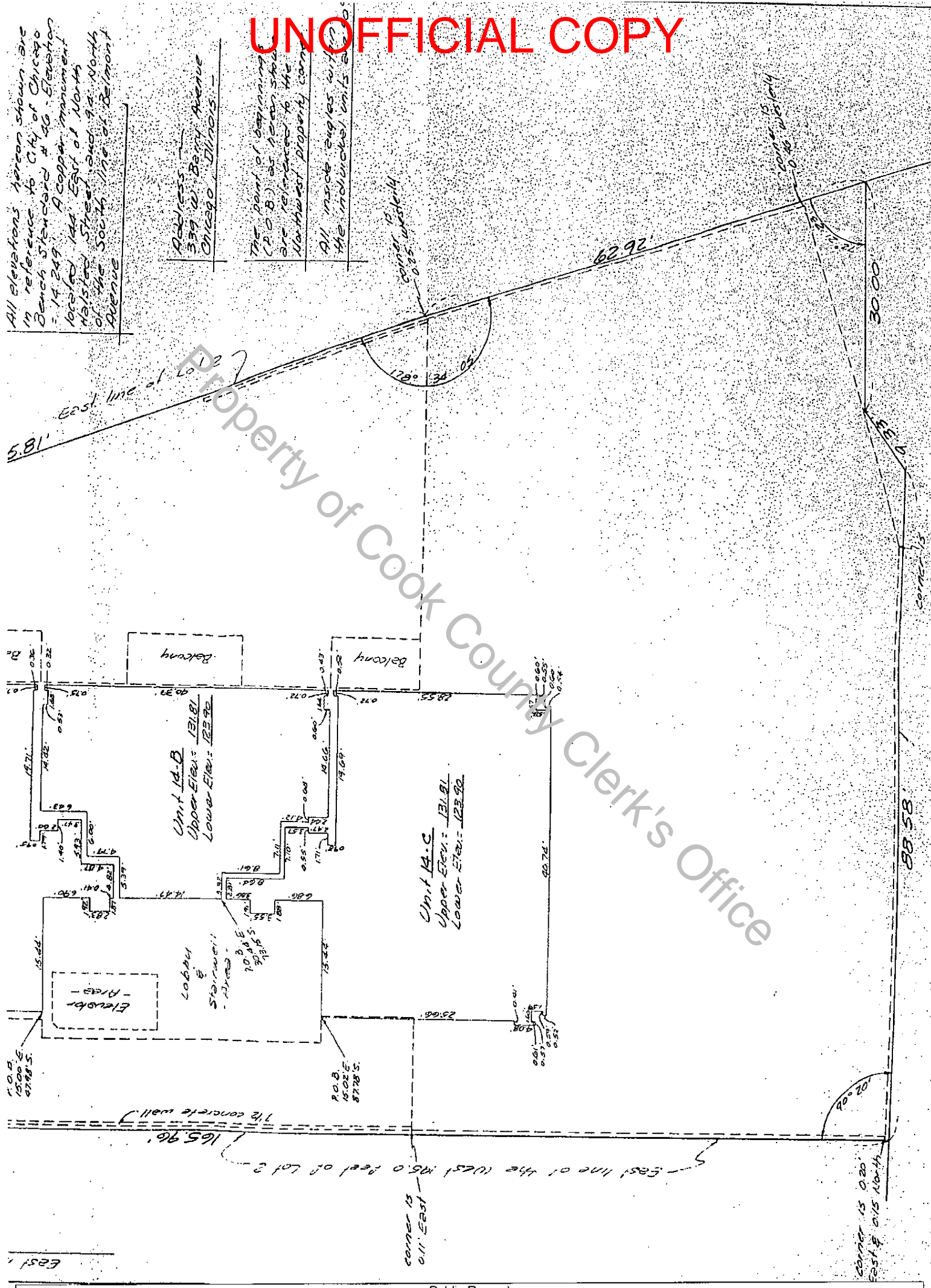
**Note:**  
 Horizontal planes herein shown are the top of concrete floor slabs and the bottom of finished ceilings.  
 Vertical planes are measured to the finished interior surfaces of perimeter walls.  
 All elevations herein shown are in reference to City of Chicago Bench Standard # 46. Elevation = 14.249'. A copper monument located 122' East of North Halsted Street and 92' North of the South line of Belmont Avenue.

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All elevations herein shown are in reference to City of Chicago Bench Standard # 46. Elevation = 14.249. A Copper manometer located 144' East of North Halsted Street and 99' North of the South line of Belmont Avenue

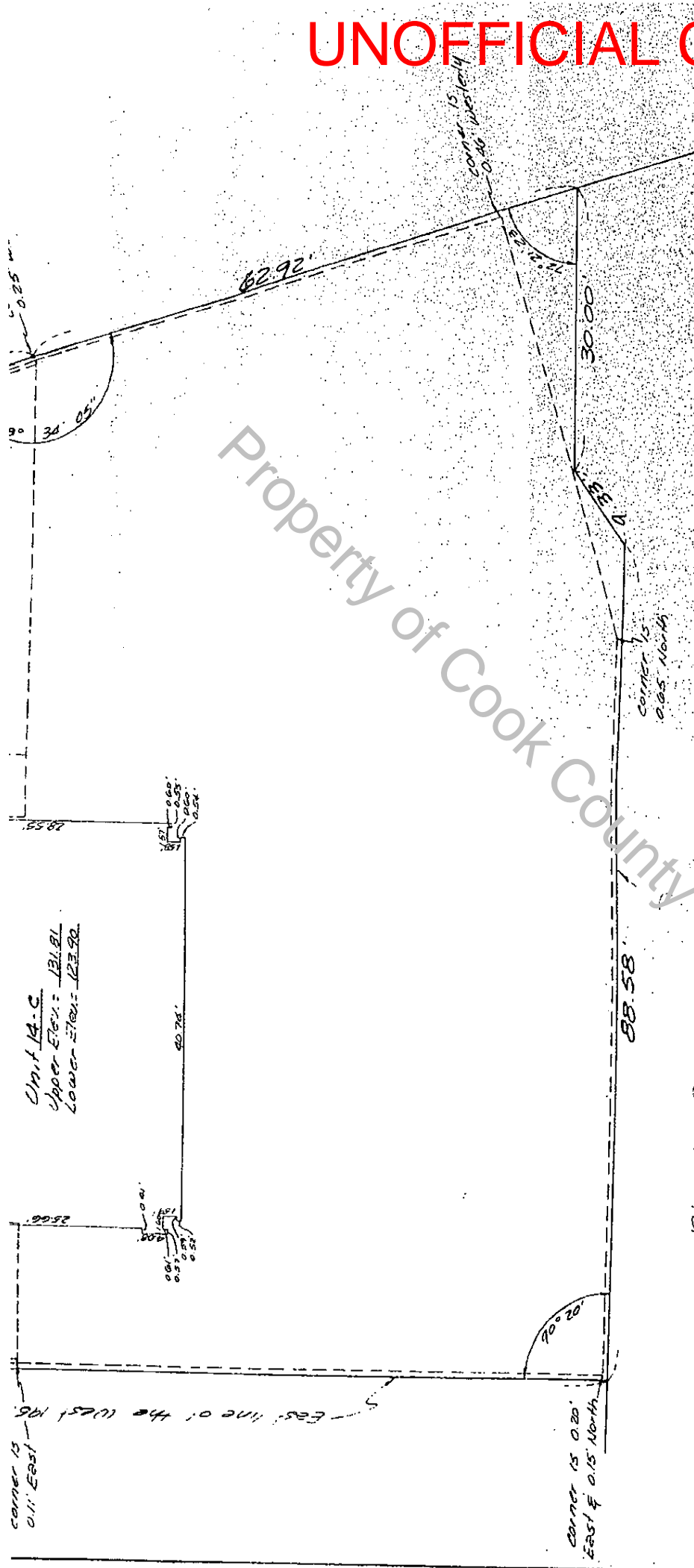
Address: 339 W. Berry Avenue Chicago, Illinois

The point of beginning (P.O.B.) as shown shall be related to the Northwest Property corner. All inside angles within the indicated unit's shall be



Property of Cook County Clerk's Office

# UNOFFICIAL COPY



Property of Cook County Clerk's Office

Unit 14-C  
Upper Elev. = 121.81  
Lower Elev. = 123.90

corner is 0.11' East

corner is 0.20' East & 0.15 North

corner is 0.05 North

13' wide Public Alley

State of Illinois }  
County of Cook } 55

I, Robert E. Frederick an Illinois Registered Land Surveyor do hereby certify that the above land, property and space has been surveyed under my supervision, and the plat herein shown is a correct representation of said survey corrected to a temperature of 62° Fahrenheit.

Princeton Heights Illinois June 2, 1961

*Robert E. Frederick*  
Illinois Registered Land Surveyor No. 1935 AG

Survey & Plat by  
R. E. Frederick & Associates  
1806 East Northwest Highway  
Arlington Heights, Illinois

Page 13 of 25 Exhibit A

UNOFFICIAL COPY

# PLAT OF SURVEY

Lot 2 (except the West 145.0 Feet thereof) in the Subdivision of Lots 2 and 3 and accretions in Lake Front Addition in the Northeast Fractional quarter of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, lying West of the West boundary line of Lincoln Park, according to the plat of said subdivision filed for record in the Recorder's Office of said County of Cook, on September 6, 1912 as Document No 503817, in Cook County, Illinois.

## W. BARRY AVENUE

Biluminous Pavement 31.5' wide - Back to Back of Curb

Rec Aug 13 1964 Doc 19213963 Page 14 of 25

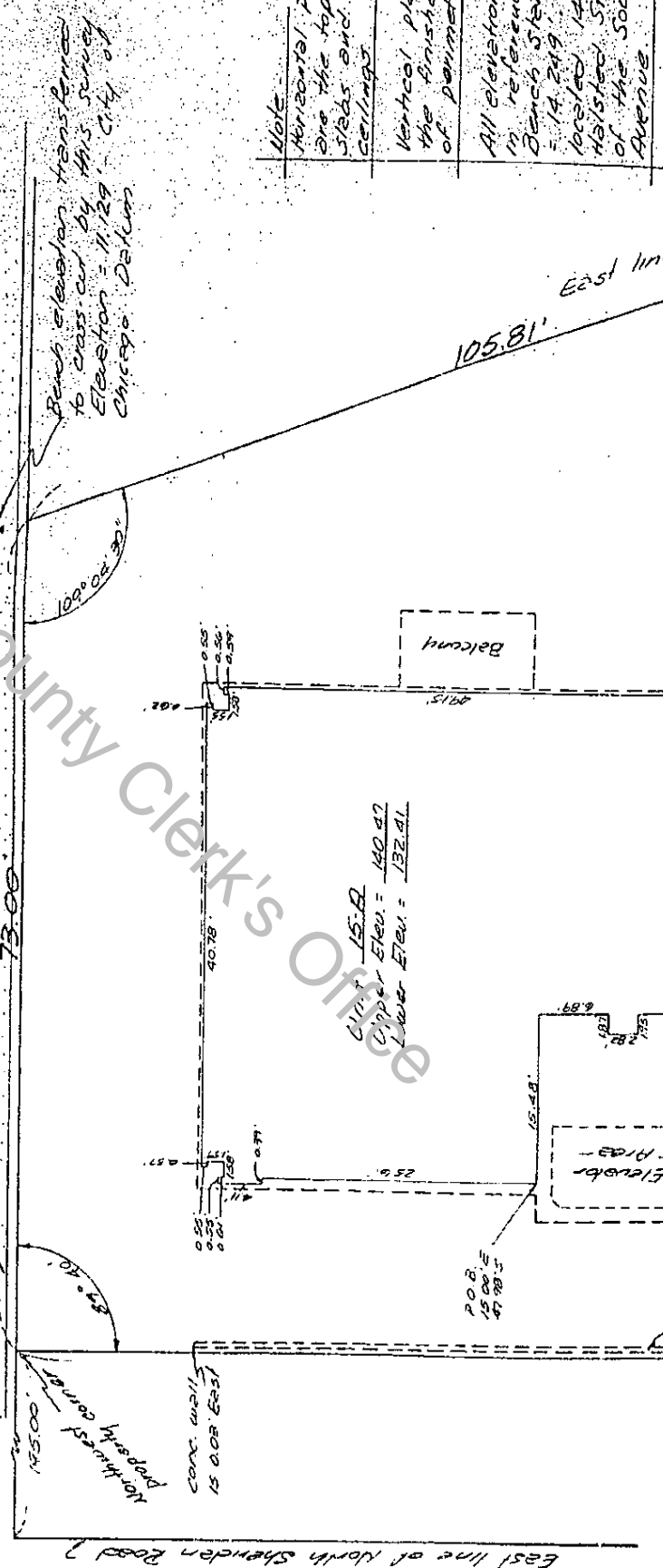
Back of concrete curbline -

10.5' Partway

cross-cut 15 300' North & on line extended

Concrete Public Sidewalk 6' wide

73.00'

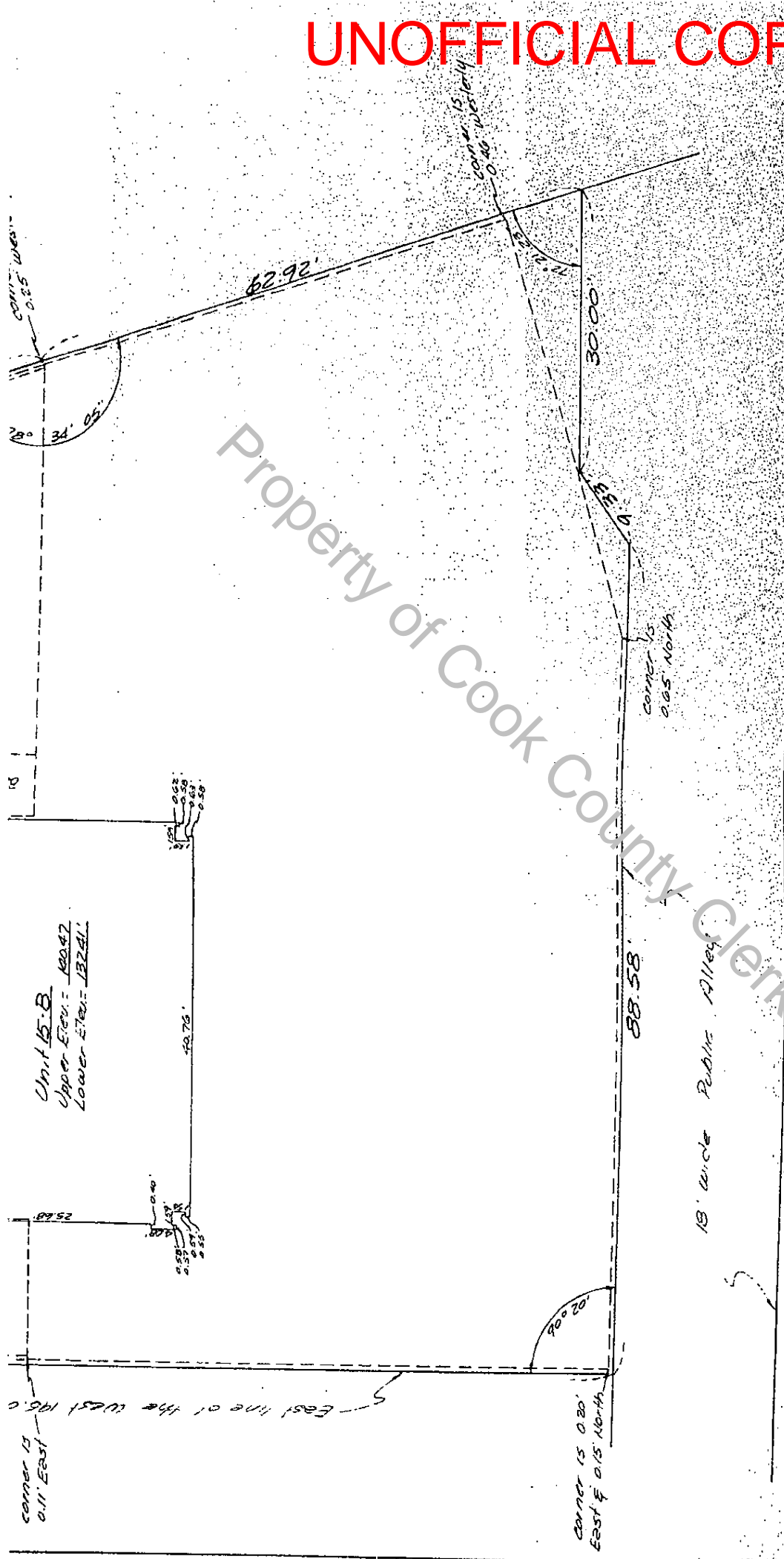


<b>Note</b>	Horizontal planes herein shown are the top of concrete floor slabs and the bottom of finished ceilings
	Vertical planes are measured to the finished interior surfaces of perimeter walls
	All elevations herein shown are in reference to City of Chicago Bench Standard at 60. Elevation = 14.219'. A copper monument located 144 East of North Halsted Street and 9.2 North of the South line of Belmont Avenue

Scale 1" = 10'



# UNOFFICIAL COPY



State of Illinois }  
 County of Cook }  
 Registered Land Surveyor. Do hereby certify  
 that the above land, property and space has  
 been surveyed under my supervision and the  
 plat herein shown is a correct representation  
 of said surveyed corner to a temperature of  
 1.62° Fahrenheit.

*R. E. Frederick*  
 R. E. Frederick & Associates  
 1806 East Northwest Highway  
 Arlington Heights, Illinois

Survey & Plat by -  
 R. E. Frederick & Associates  
 1806 East Northwest Highway  
 Arlington Heights, Illinois

Page 14 of 25 Exhibit A

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# PLAT OF SURVEY

Lot 2 (except the west 195.0 feet thereof) in the subdivision of Lots 2 and 3 and accretions in Lake Forest Addition in the Northeast Fractional quarter of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, lying west of the west boundary line of Lincoln Park, according to the plat of said subdivision filed for record in the Recorder's Office of said County of Cook, on September 5, 1912 as Document No. 5038117, in Cook County, Illinois.

## W. BARRY AVENUE

Bituminous Pavement 3.5' wide - Back to Back of Curb

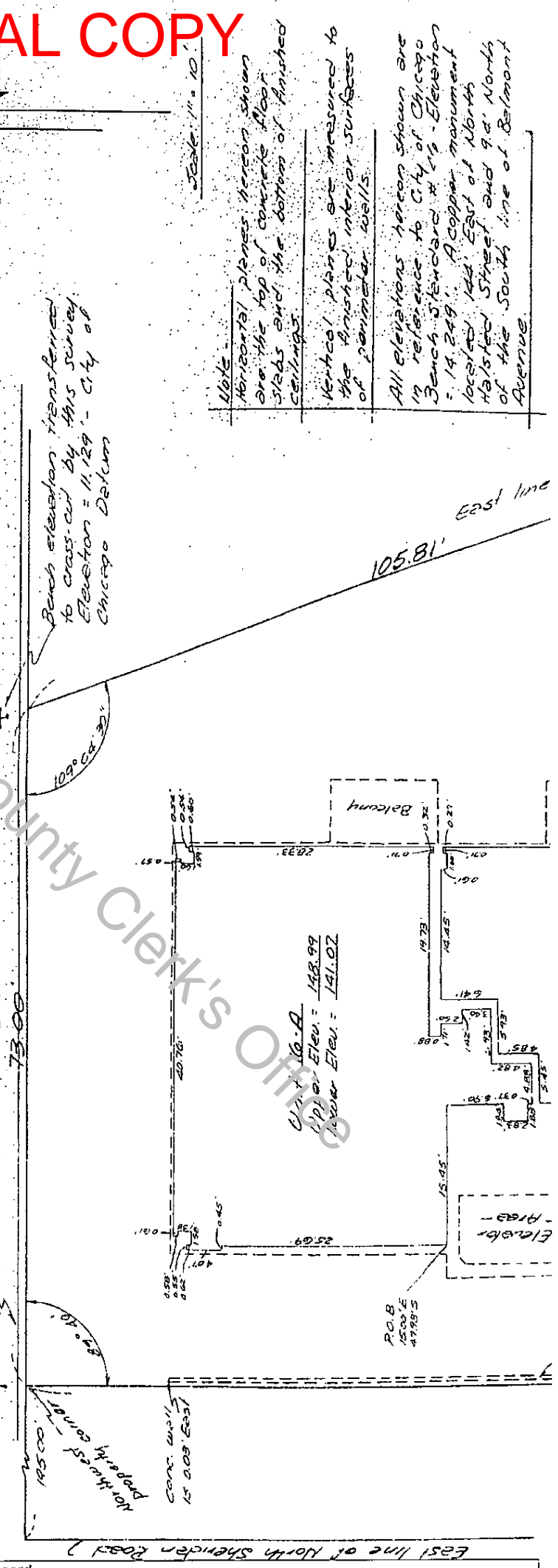
Rec Aug 13 1964 Doc 19213963 Page 15 of 25

Back of concrete curbline

Crosscut is 500' North of on line extended

Crosscut is 500' North of on line extended

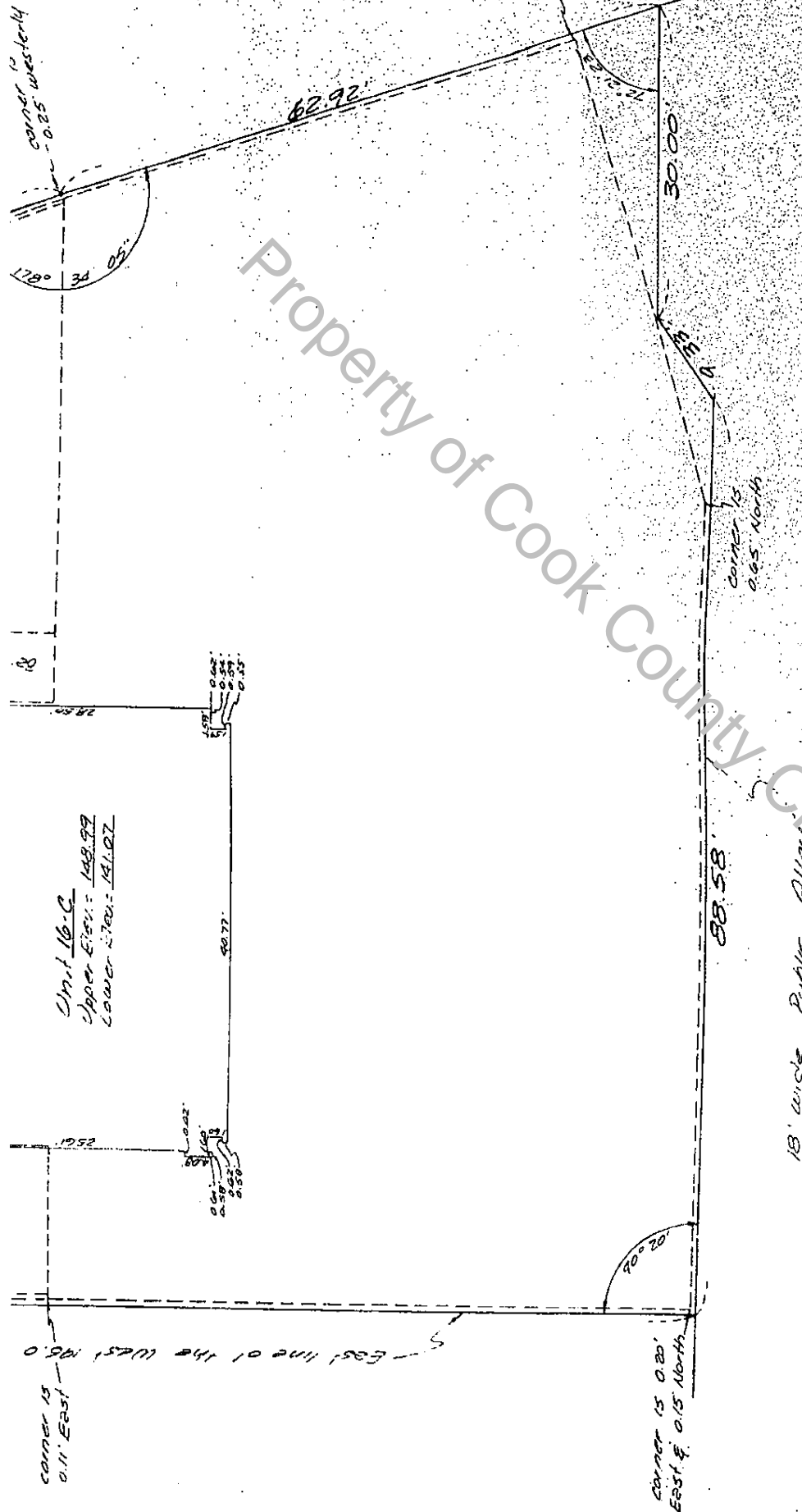
Concrete Public Sidewalk 6' wide







# UNOFFICIAL COPY



Property of Cook County Clerk's Office

State of Illinois }  
 County of Cook }  
 I, Robert E. Frederick, an Illinois  
 Registered Land Surveyor, do hereby certify  
 that the above land, property and space has  
 been surveyed, under my supervision, and that  
 the plat herein shown is a correct representation  
 of said survey corrected to a temperature of  
 + 62° Fahrenheit.  
 Arlington Heights, Illinois - June 10, 1961

*Robert E. Frederick*  
 Registered Land Surveyor No. 1035-1461

Survey & Plat by -  
 R. E. Frederick & Associates  
 1806 East Northwest Highway  
 Arlington Heights, Illinois

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PLAT OF SURVEY

Lot 2 (except the west 195.0 feet thereof) in the Subdivision of Lots 2 and 3 and accretions in Lake Front Addition in the Northwest fractional quarter of Section 28, Township 40 North, Range 14 East, the Third Principal Meridian, lying west of the west boundary line of Lincoln Park, according to the plat of said subdivision filed for record in the Recorder's Office of said County of Cook, on September 6, 1912 as Document No. 5038117, in Cook County, Illinois.

W. BARRY AVENUE

Bituminous Pavement 31.5 wide - Bed to Back of curb on the north side  
Rec Aug 13 1964 Doc 19213963 19825

Bed of concrete curbline on the north side

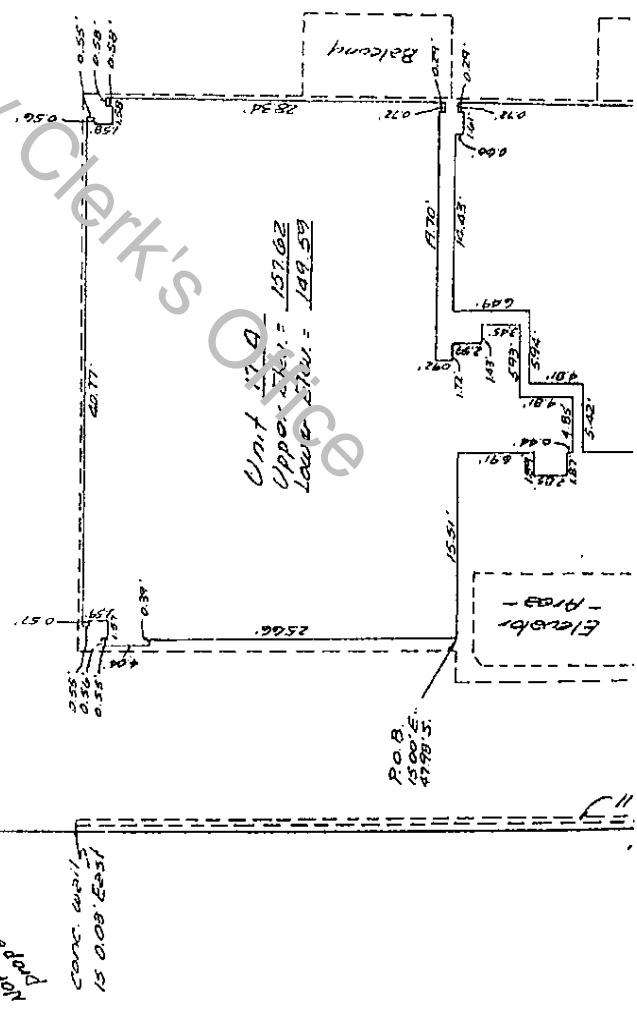
cross-cut 15 300' North of on line extended

cross-cut 15 300' North of on line extended

Concrete Public Sidewalk 6' wide

73.00

Back elevation transferred to cross cut by this survey  
Elevation = 111.29 - City of Chicago Datum



Scale: 1" = 10'

<b>Note</b>	Horizontal planes herein shown are the top of concrete floor slabs and the bottom of finished ceilings
	Vertical planes are measured to the finished interior surfaces of perimeter walls
	All elevations herein shown are in reference to City of Chicago Bench Standard # 446. Elevation = 14.249. A copper monument located 144' East of North Western Street and 94' North of the South line of Belmont Avenue

# UNOFFICIAL COPY

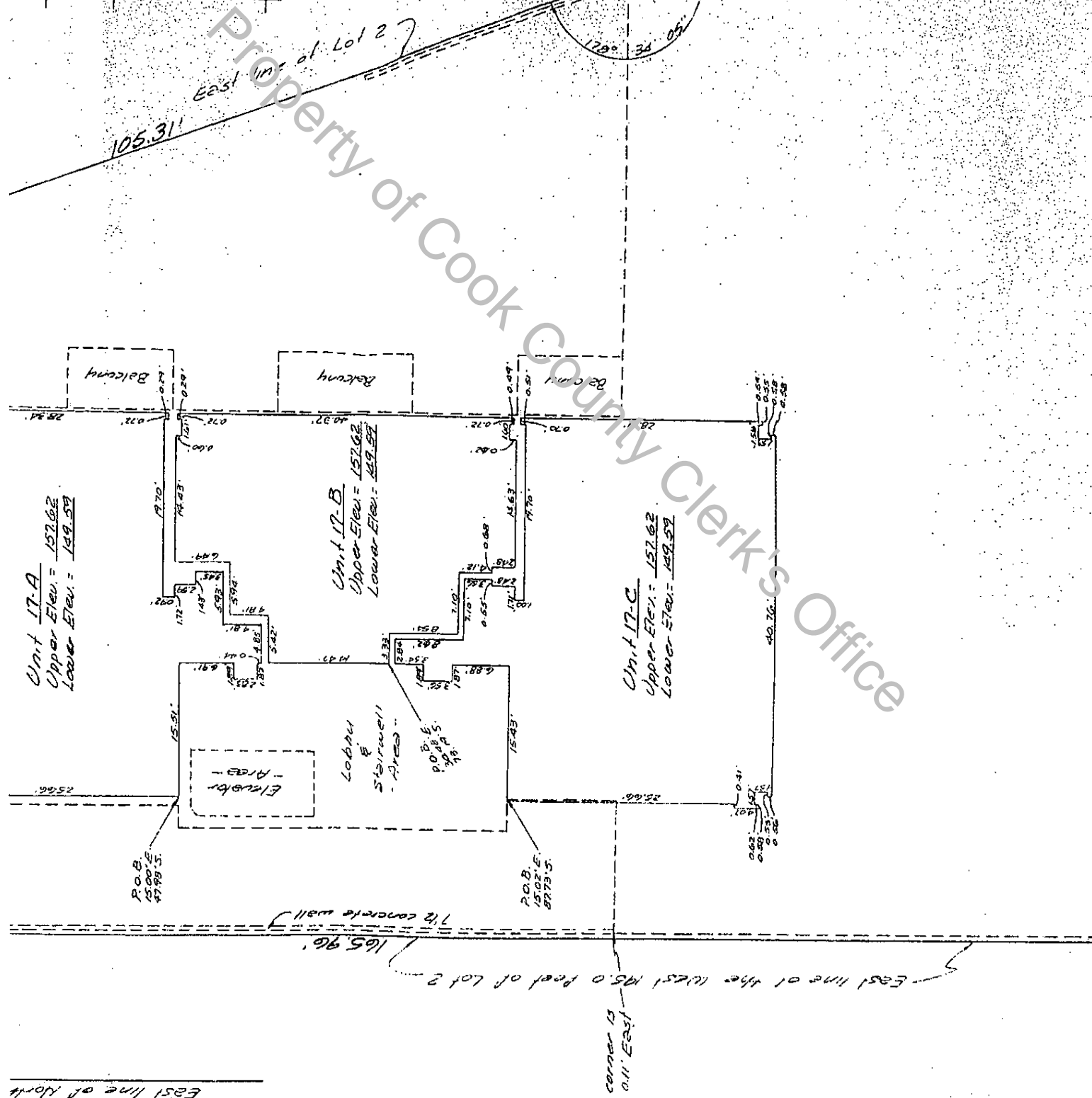
Vertical planes are measured to the finished interior surfaces of perimeter walls.

All elevations herein shown are in reference to City of Chicago Bench Stakes at 40' Elevation = 14.249'. A copper monument located 124' East of North Halsted Street and 92' North of the South line of Belmont Avenue.

Address:  
339 W Barry Avenue  
Chicago, Illinois

The point of beginning (P.O.B.) as herein shown are referenced to the Northwest property corner.

All inside angles within the individual units are 90°.



East line of North

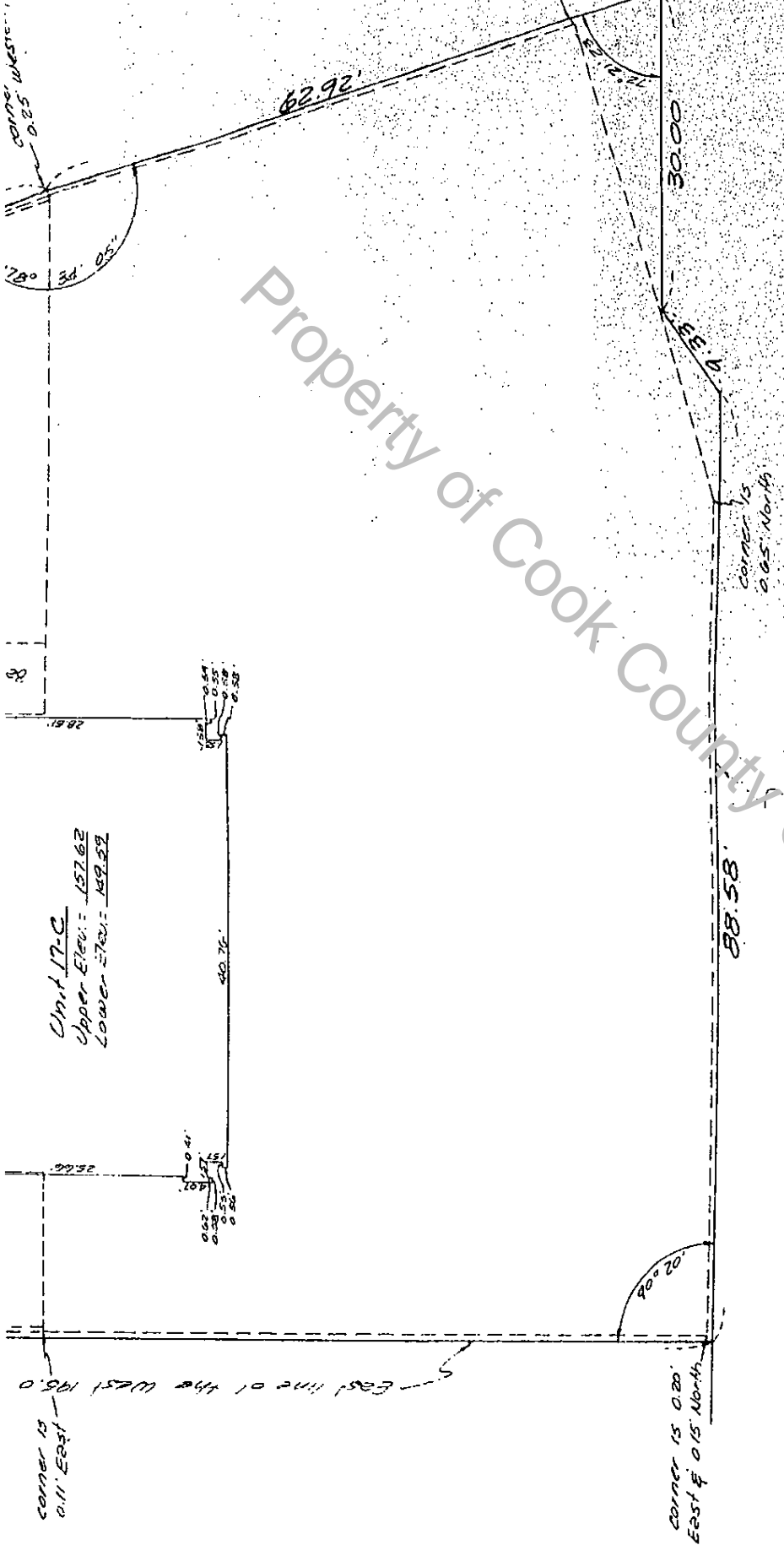
1/2 concrete wall

East line of the West 145.0 feet of Lot 2

corner is on East

corner is on West

# UNOFFICIAL COPY



Property of Cook County Clerk's Office

State of Illinois }  
 County of Cook }  
 Registered Land Surveyor, do hereby certify  
 that the above land, property and space has  
 been surveyed, under my supervision, and the  
 plat herein drawn is a correct representation  
 of said survey conducted to a temperature of  
 7.63° Fahrenheit

Arlington Heights, Illinois - June 11, 1962 -  
*Robert E. Frederick*  
 Illinois Registered Land Surveyor No. 35426

Survey & Plat by -  
 R. E. Frederick & Associates  
 1806 East Northwest Highway  
 Arlington Heights, Illinois

Page 10 of 25 • Exhibit A



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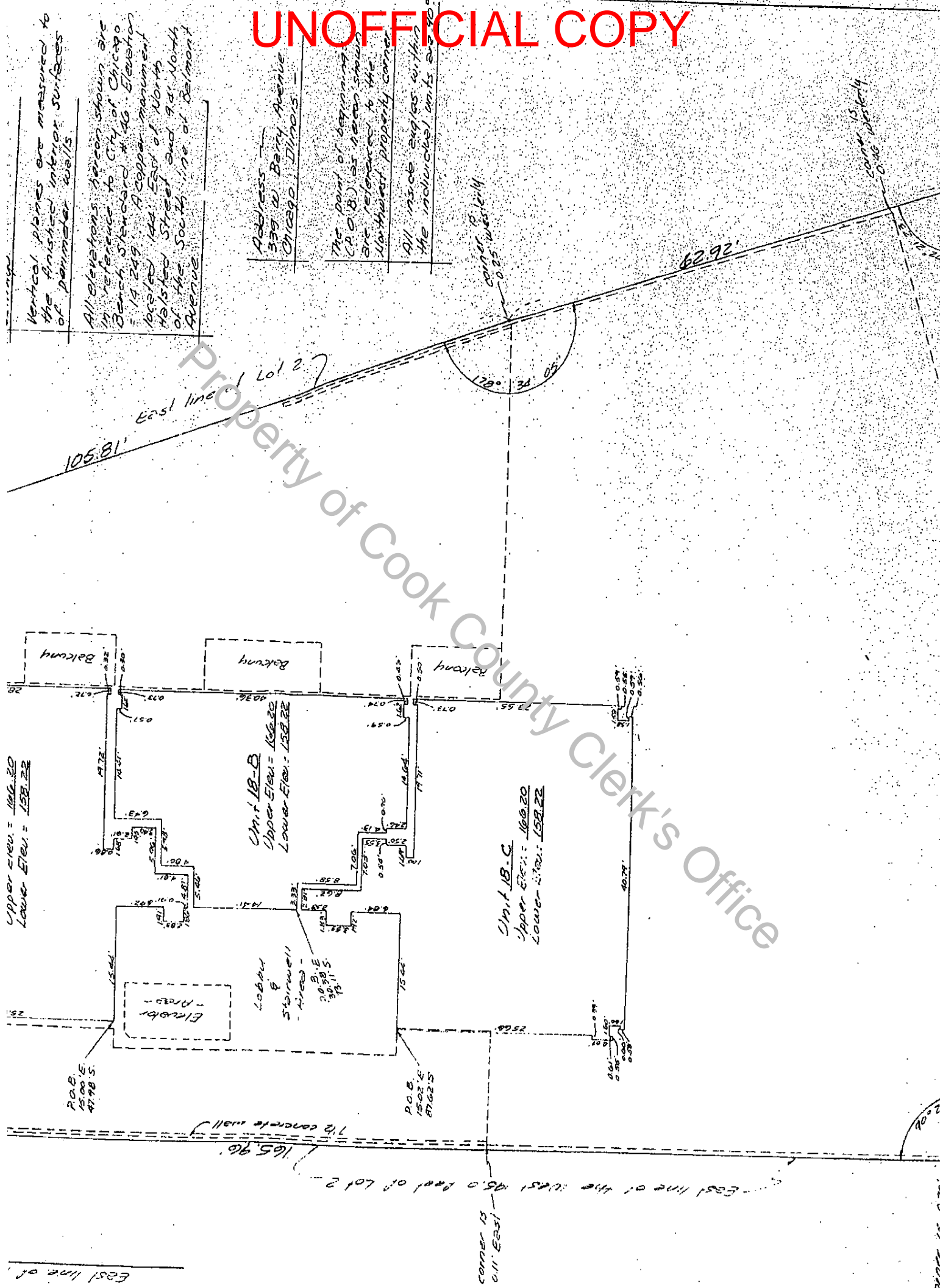
Vertical planes are measured to the finished interior surfaces of perimeter walls.

All elevations hereon shown are in reference to City of Chicago Bench Standard # 46. Elevation 14 249. A copper monument located 144 East of North Halsted Street and 9.4 North of the South line of Belmont Avenue.

Address  
339 W Berry Avenue  
Chicago, Illinois

The point of beginning (P.O.B.) as herein shown are referenced to the Northwest property corner.

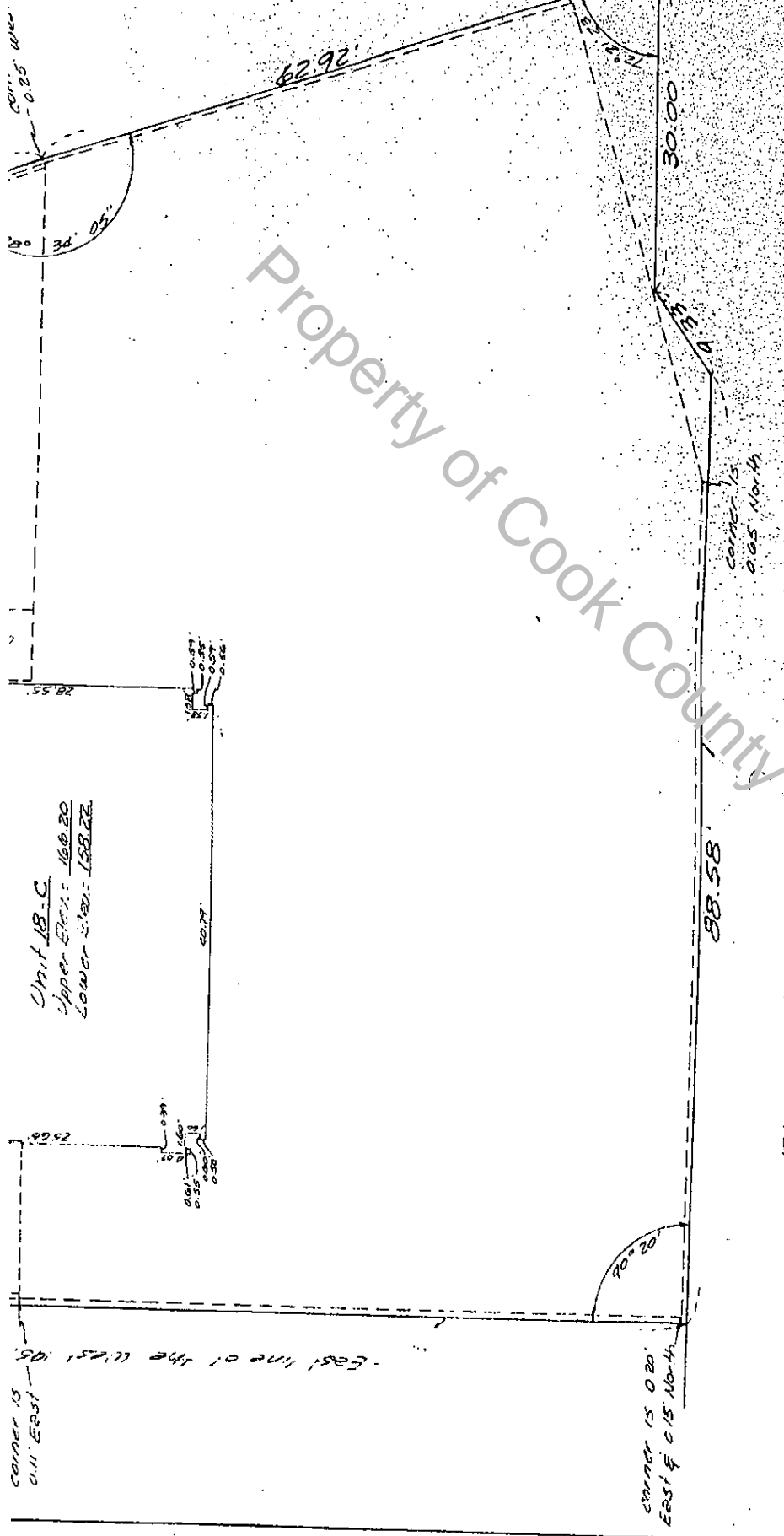
All inside angles within the indicated units shall be as shown.



Upper Elev.: 166.20  
Lower Elev.: 158.22

East line of

# UNOFFICIAL COPY



Property of Cook County Clerk's Office

State of Illinois }  
 County of Cook }  
 I, Robert E. Frederick, an Illinois  
 Registered Land Surveyor, do hereby certify  
 that the above land, property and space has  
 been surveyed, under my supervision and the  
 the plat herein drawn is a correct representation  
 of said survey computed to a temperature of  
 + 63° Fahrenheit.

Illington Heights, Illinois - June 1, 1964  
 Robert E. Frederick  
 Illinois Registered Land Surveyor No. 95, 196

Survey E Plat by -  
 R E Frederick & Associates  
 1806 East Northwest Highway  
 Arlington Heights, Illinois.

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# UNOFFICIAL COPY

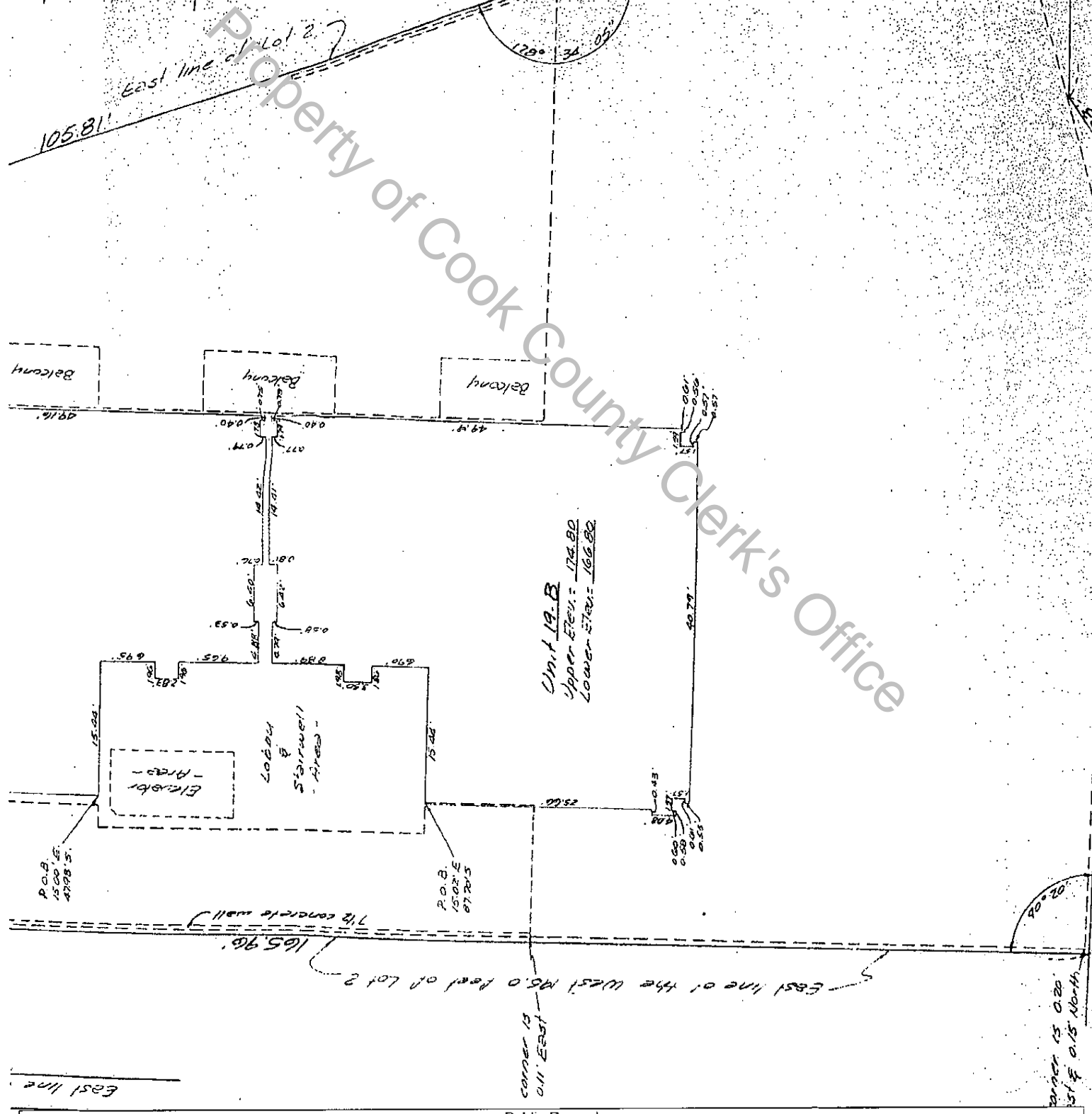
...lines are measured to the finished interior surfaces of perimeter walls.

All elevations herein shown are in reference to City of Chicago Bench Station 44.66. Elevation = 12.49. A copper monument located 122. East of North Halsted Street and 92. North of the South line of Belmont Avenue.

Address:  
339 W. Berry Avenue  
Chicago, Illinois

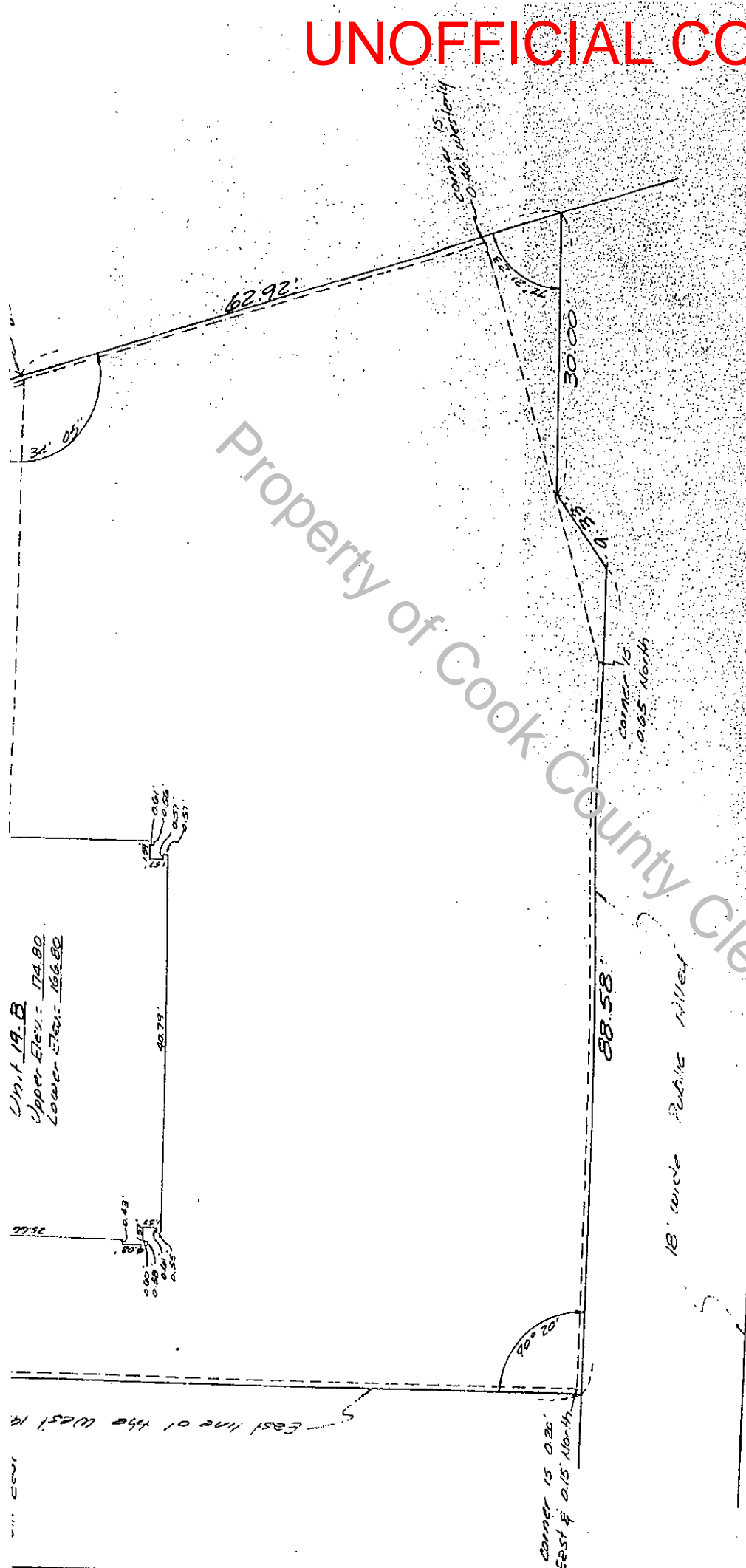
The point of beginning (P.O.B.) as herein shown are referred to the Northwest property corner.

All inside angles within the enclosed units shown.



East line

# UNOFFICIAL COPY



Unit 19-B  
 Upper Elev.: 174.80  
 Lower Elev.: 166.80

0.43'  
 0.40'  
 0.41'  
 0.42'  
 0.43'

East line of the West 19

Corner is 0.20'  
 East & 0.15' North

18' wide Public Alley

State of Illinois,  
 County of Cook, ss.

I, Robert E. Fredend, of Illinois,  
 Registered Land Surveyor, do hereby certify  
 that the above 'plat', property and space has  
 been surveyed, under my supervision, and that  
 the plat herein shown is a correct representation  
 of said survey conducted to a temperature of  
 1.62° Fahrenheit.

Arlington Heights, Illinois - June 19, 1961

*Robert E. Fredend*  
 Illinois Registered Land Surveyor No. 35, 1961

Survey & Plat by:  
 R. E. Fredend & Associates  
 1800 East Northwest Highway  
 Arlington Heights, Illinois

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PLAT OF SURVEY

Lot 2 (except the west 1950 feet thereof) in the subdivision of lots 2 and 3 and accretions in Lake Front Addition in the Northeast Fractional quarter of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, lying west of the west boundary line of Lincoln Park, according to the plat of said subdivision filed for record in the Recorder's Office of said County of Cook, on September 6, 1913 as Document No. 5038117, in Cook County, Illinois.

W. BARRY AVENUE

Bituminous Pavement 30.5 wide. Back to Back of Curb

Rec Aug 13 1964 Doc 19213963 Page 19 of 25

Back of concrete curbing

cross-cut is 300' North of on line extended

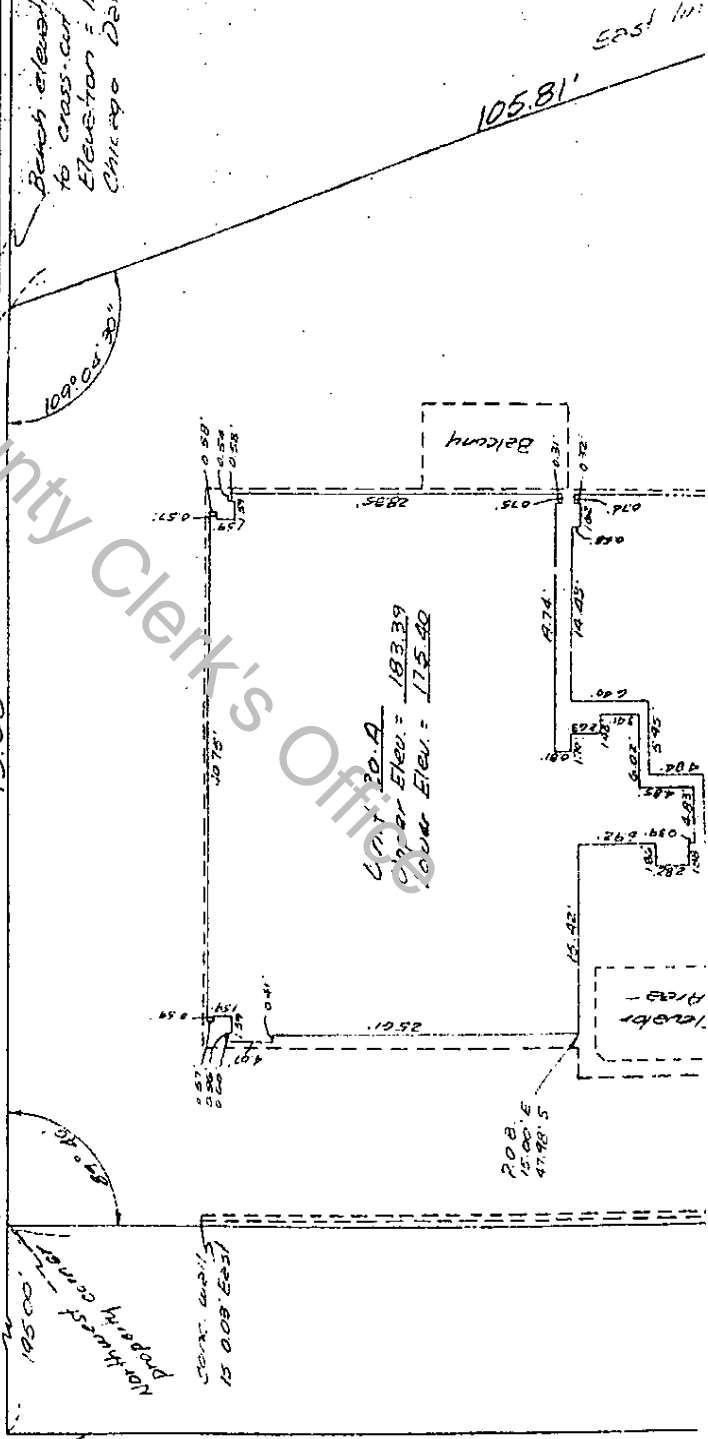
10.5' Par-curve

cross-cut is 300' North of on line extended

concrete Public Sidewalk 6' wide

73.00

Bench elevation transferred to cross-cut by this survey Elevation = 11.29 - City of Chicago Datum



Scale 1" = 10'

Note: Horizontal planes herein shown are the top of concrete floor slabs and the bottom of finished ceilings. Vertical planes are measured to the finished interior surfaces of perimeter walls. All elevations herein shown are in reference to City of Chicago Bench Standard # 46. Elevation = 14.249. A copper monument located 44' East of North Halsted Street and 94' North of the South line of Belmont Avenue.

UNOFFICIAL COPY

Note: Horizontal distances herein shown are the top of concrete floor slabs and the bottom of finished ceilings.

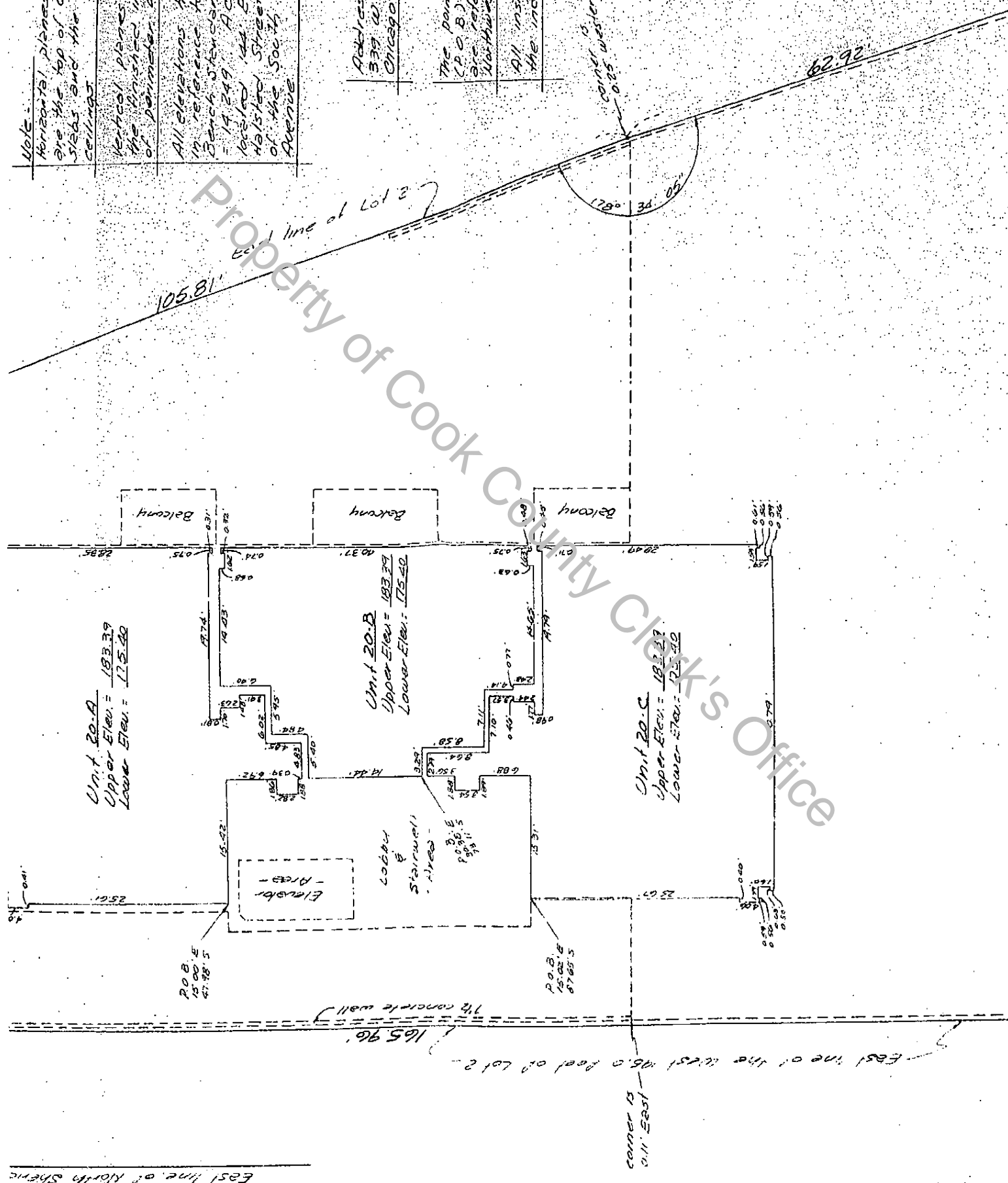
Vertical planes are measured to the finished interior surfaces of perimeter walls.

All elevations herein shown are in reference to City of Chicago Bench Standard at Elevation = 14.249. A copper monument located 122' East of North Halsted Street and 91' North of the South line of Belmont Avenue.

Address: 339 W. Berry Avenue Chicago, Illinois

The point of beginning (P.O.B.) as herein shown are referenced to the Northwest Property Corner.

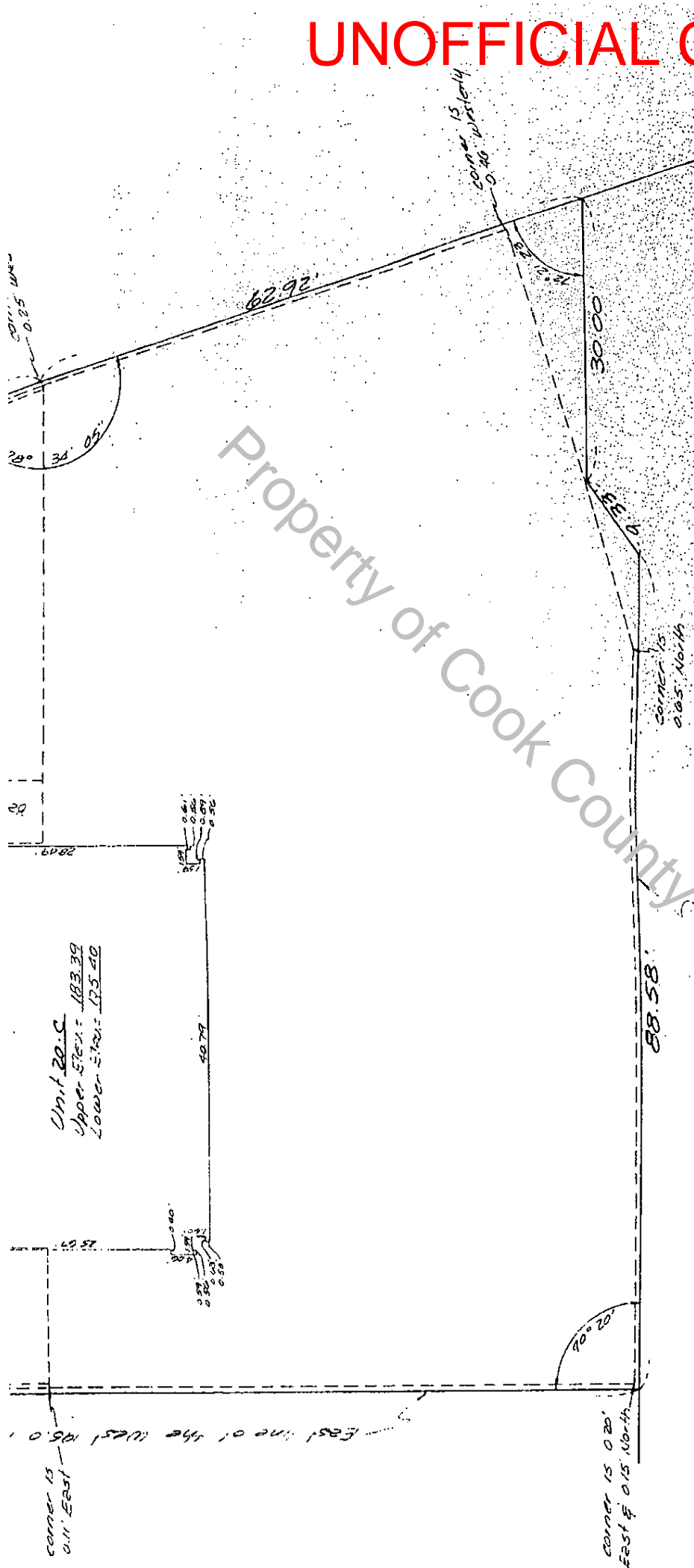
All inside angles within the individual units shall



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East line of North Shernic

# UNOFFICIAL COPY



Unit 20-C  
 Upper Elev: 183.39  
 Lower Elev: 173.40

State of Illinois,  
 County of Cook,  
 Registered Land Surveyor do hereby certify that the above land, property and space has been surveyed, under my supervision, and the plat herein shown is a correct representation of the survey conducted by a temperature of 62° Fahrenheit.

Arlington Heights, Illinois - June 17, 1961  
*Richard G. Anderson*  
 Illinois Registered Land Surveyor No. 35,146

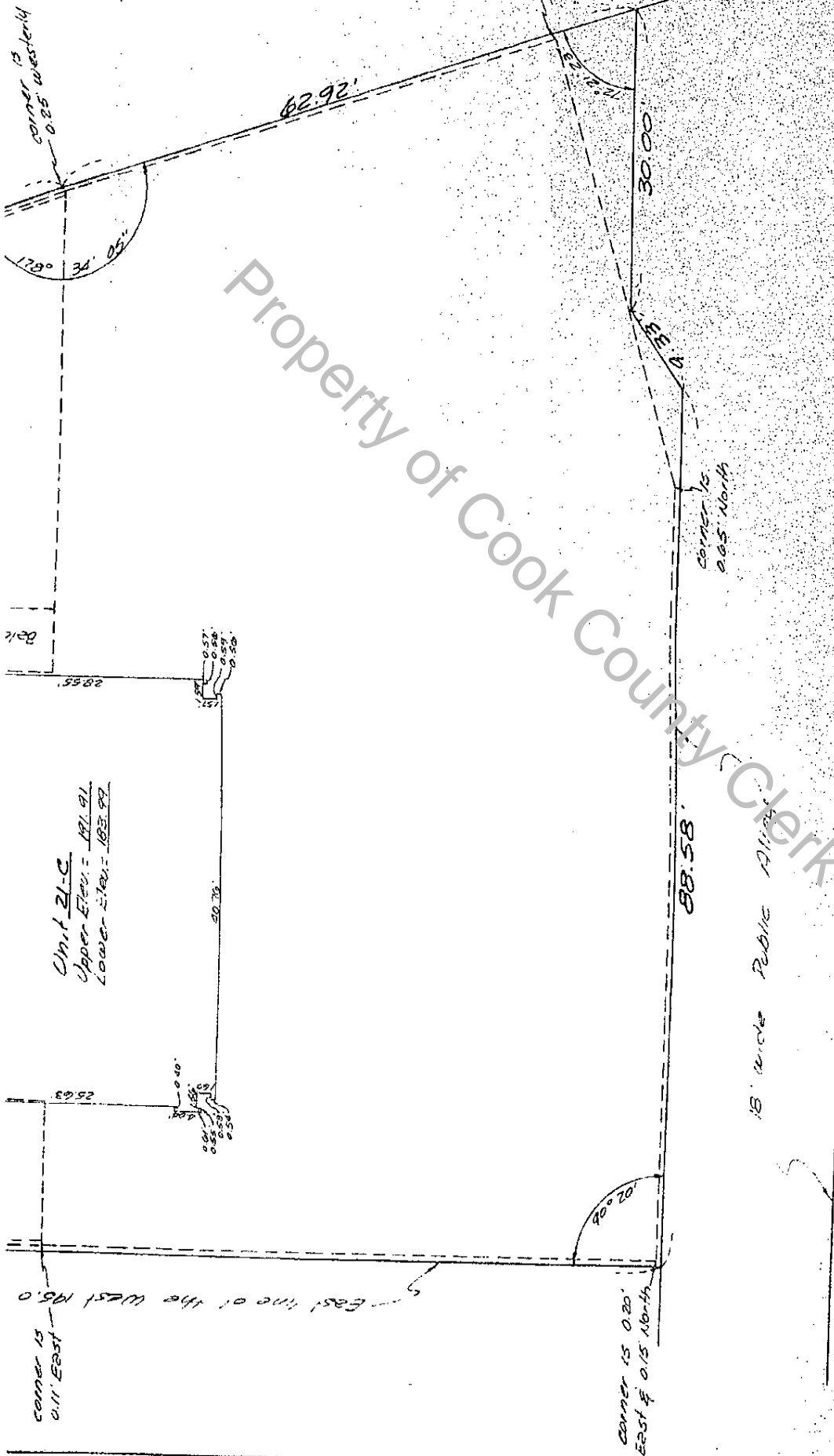
Survey & Plat by -  
 R. E. Friedend & Associates  
 1806 East Northwest Highway  
 Arlington Heights, Illinois  
 Page 19 of 25 - Exhibit A

Property of Cook County Clerk's Office





# UNOFFICIAL COPY



Property of Cook County Clerk's Office

State of Illinois,  
County of Cook,  
I, Robert E. Frederick, an Illinois  
Registered Land Surveyor, do hereby certify  
that the above land, property and space has  
been surveyed, under my supervision, and that  
the plat herein shown is a correct representation  
of said survey corrected to a temperature of  
+ 62° Fahrenheit.

Arlington Heights, Illinois - June 17, 1961

*Robert E. Frederick*  
Illinois Registered Land Surveyor No. 35, 1961

Survey & Plat by -  
R. E. Frederick & Associates  
1806 East Northwest Highway  
Arlington Heights, Illinois

Page 20 of 25 - Exhibit A



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# PLAT OF SURVEY

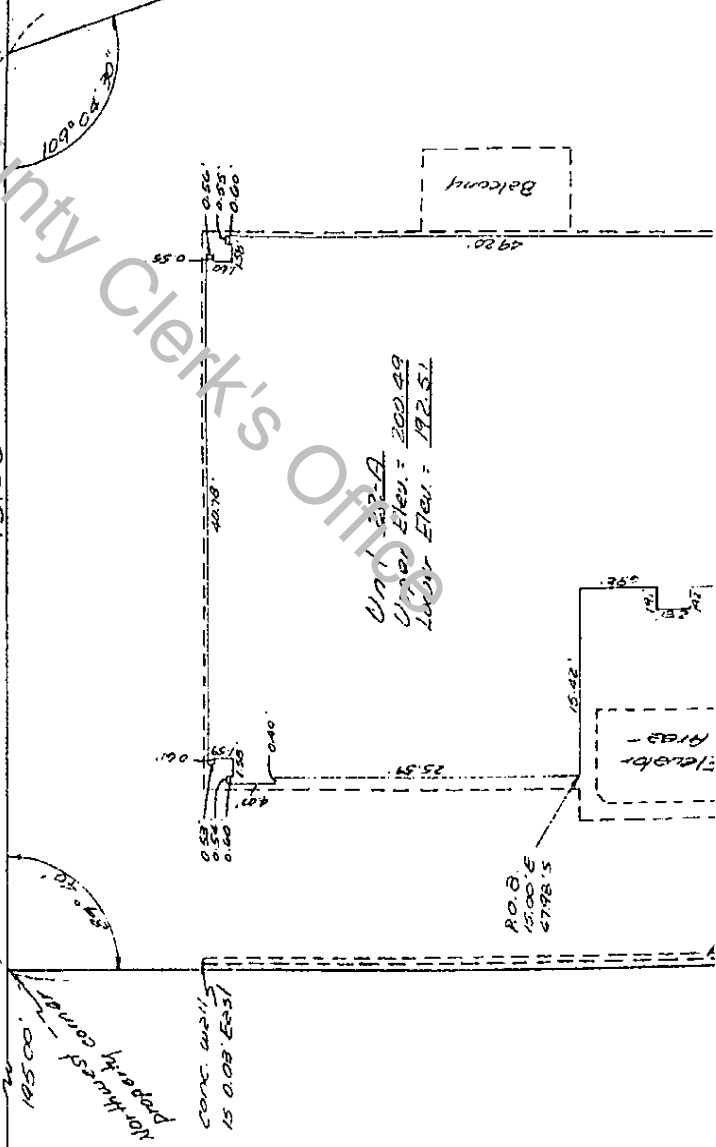
Lot 2 (except the west 195.0 feet thereof) in the subdivision of Lots 2 and 3 and sections in Lake Front Addition in the Northwest Fractional quarter of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, lying West of the West boundary line of Lincoln Park, according to the plat of said subdivision filed for record in the Recorder's Office of said County of Cook, on September 6, 1912 as Document No. 503817, in Cook County, Illinois.

## W. BARRY AVENUE

Bituminous Pavement 3.5 wide - Back to Back of curb -  
 Rec Aug 13 1964 Doc 19213943 Page 21 of 25

Back of concrete curbings  
 cross-cut is 300' North & on line extended  
 cross-cut is 300' North & on line extended  
 concrete Public Sidewalk - 6' wide  
 73.00'

Bench elevation transferred to cross-cut by this survey  
 Elevation = 111.29' - City of Chicago Datum



Scale: 1" = 10'

Note:	Horizontal planes hereon shown are the top of concrete floor slabs and the bottom of finished ceilings.
	Vertical planes are measured to the finished interior surfaces of perimeter walls.
	All elevations hereon shown are in reference to City of Chicago Bench Standard # 26. Elevation = 111.29'. A copper monument located 142' East of North Halsted Street and 94' North of the South line of Belmont Avenue.

# UNOFFICIAL COPY

Vertical planes herein shown are the top of concrete floor slabs and the bottom of finished ceilings

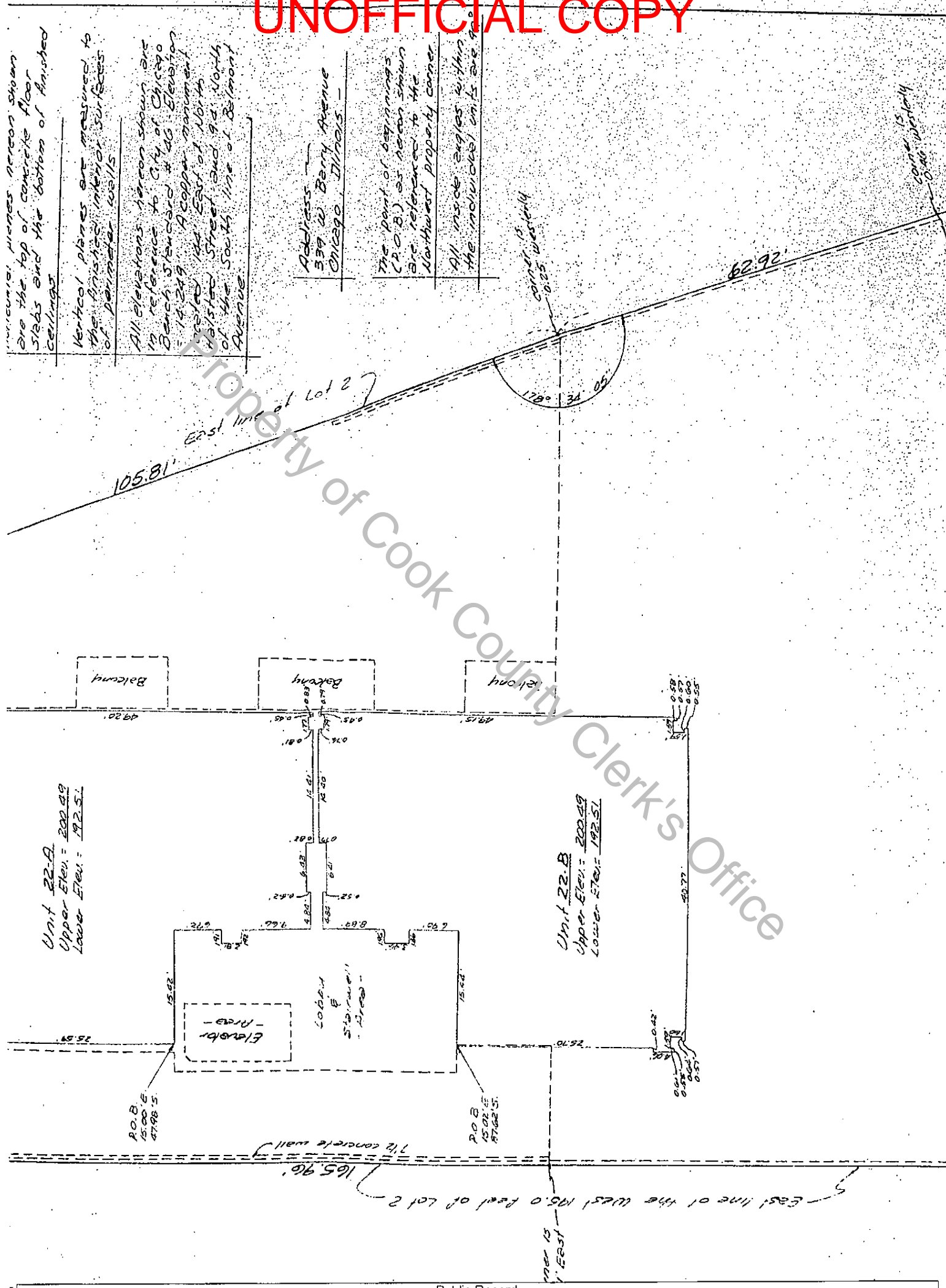
Vertical planes are measured to the finished interior surfaces of perimeter walls

All elevations herein shown are in reference to City of Chicago Bench Standard #40. Elevation = 14.239. A copper monument is located 144' East of North Halsted Street and 94' North of the South line of Belmont Avenue.

Address  
399 W. Berry Avenue  
Chicago, Illinois

The part of drawings (A.O.B.) as herein shown are referred to the Northwest property corner

All inside angles within the individual units are 90°



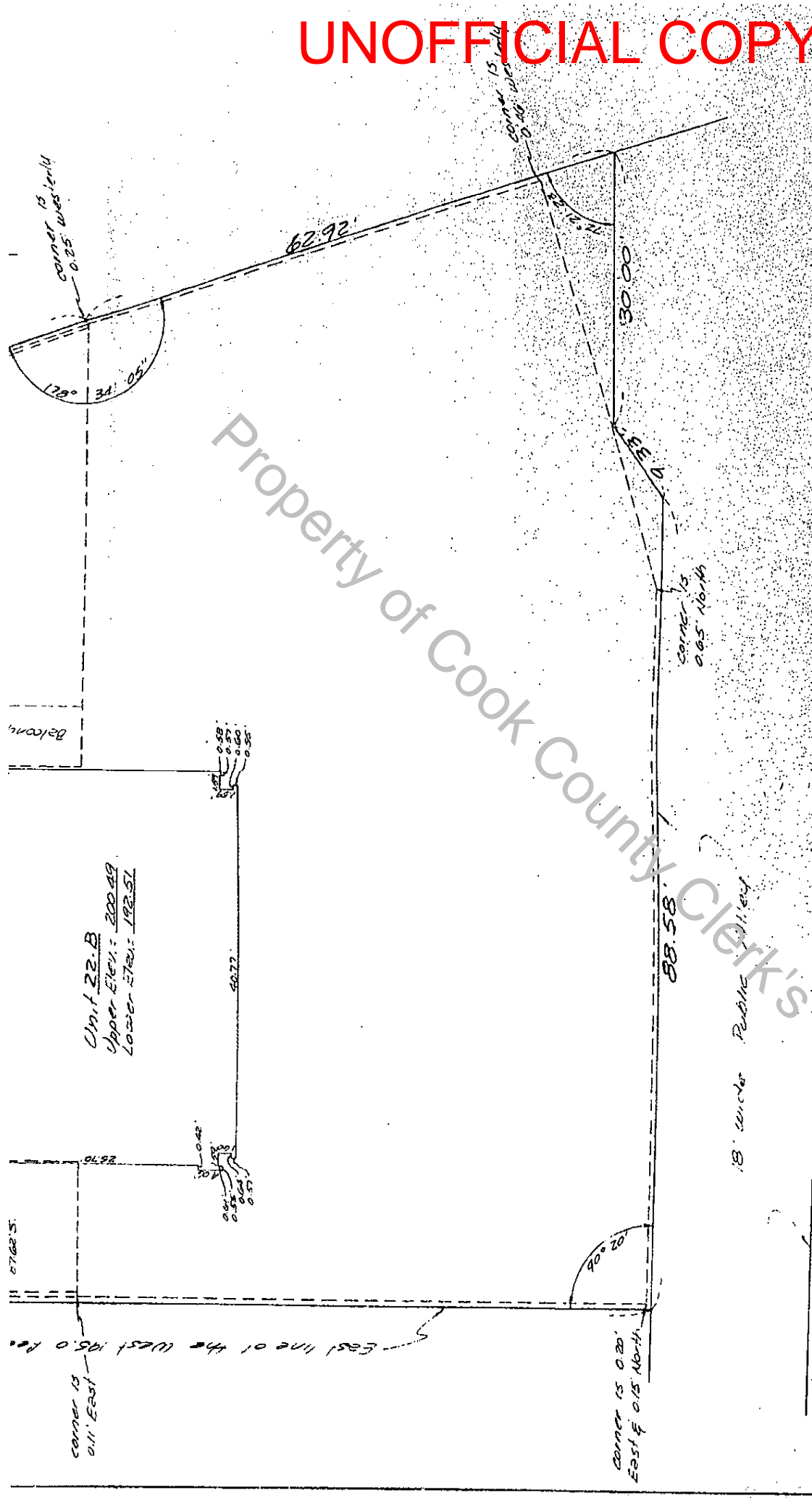
Unit 22-A  
Upper Elev. = 200.49  
Lower Elev. = 192.51

Unit 22-B  
Upper Elev. = 200.49  
Lower Elev. = 192.51

P.O.B.  
15.00' E  
47.98' S

P.O.B.  
15.02' E  
47.62' S

# UNOFFICIAL COPY



State of Illinois }  
 County of Cook }  
 Registered Land Surveyor: do hereby certify  
 that the above land, property and spaces  
 have been surveyed under my supervision, and  
 the plat herein drawn is a correct representation  
 of said survey conducted at a temperature  
 of 62° Fahrenheit.  
 Arlington Heights, Illinois - June 19, 1968.

*Robert E. Frederick*  
 Registered Land Surveyor

Property of Cook County Clerk's Office

Survey & Plat by:  
 R. E. Frederick & Associates  
 1806 East Northwest Highway  
 Arlington Heights, Illinois.

Page 21 of 25 - Exhibit A



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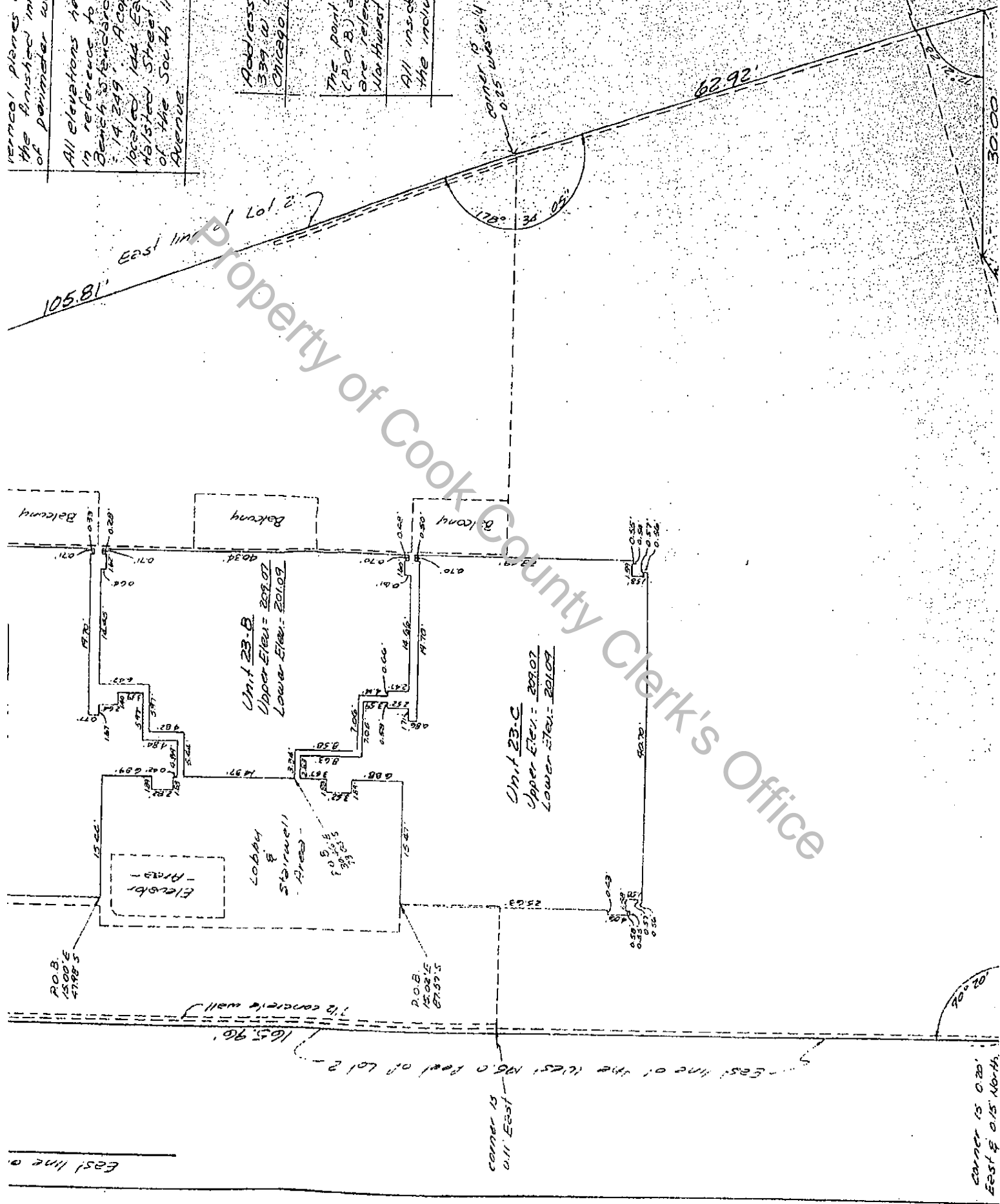
Vertical planes are measured the finished interior surfaces of perimeter walls.

All elevations hereon shown are in reference to City of Chicago Bench Station # 146. Elevation 14.249. A copper monument located 144' East of North Halsted Street and 94' North of the South line of Belmont Avenue.

Address  
339 W. Berry Ave.  
Chicago, Illinois

The point of beginning (P.O.B.) as herein shown are references to the Northwest Property Survey.

All inside angles within the individual units are

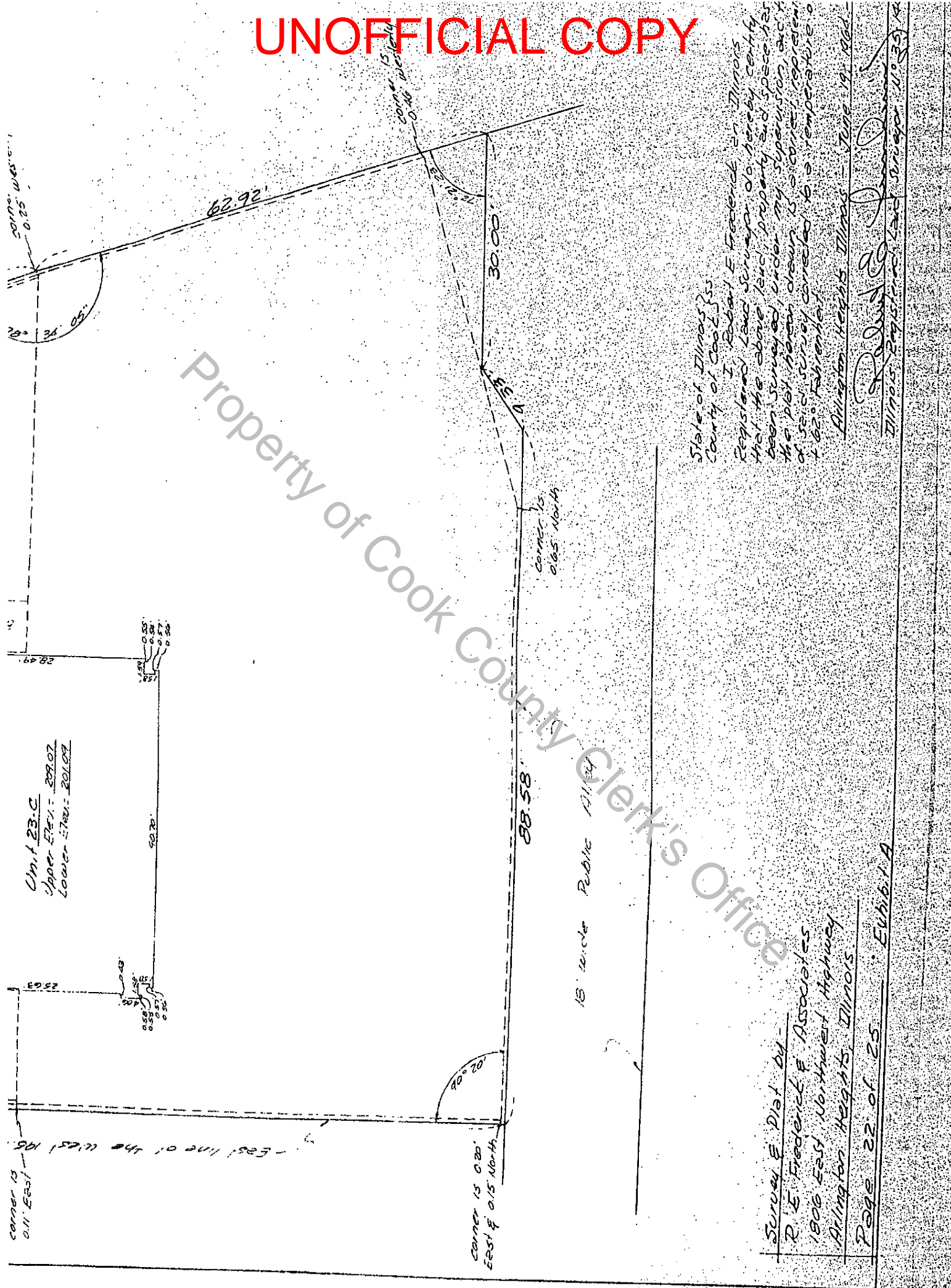


East line of

corner is 0.11 East

corner is 0.20' East & 0.15 North.

UNOFFICIAL COPY



State of Illinois,  
County of Cook,

I, Robert E. Friedrich an Illinois  
Registered Land Surveyor do hereby certify  
that the above land, property and space has  
been surveyed under my supervision, and  
the plat herein drawn is correct, correct  
of 55.0° survey corrected to a temperature of  
62° Fahrenheit.

Arlington Heights, Illinois - June 19, 1964

*Robert E. Friedrich*  
Illinois Registered Land Surveyor No. 314

Property of Cook County Clerk's Office

Unit 23-C  
Upper Elev: 209.07  
Lower Elev: 201.07

Survey & Plat by  
R. E. Friedrich & Associates  
1806 East Northwood Highway  
Arlington Heights, Illinois

Page 22 of 25 • Exhibit A

UNOFFICIAL COPY

PLAT OF SURVEY

Lot 2 (except the West 1350 feet thereon) in the Subdivision of Lots 2 and 3 and accretions in Lake Front Addition in the Northwest Section of Section 28, Township 40 North, Range 12 East of the Third Principal Meridian, lying West of the West boundary line of Lincoln Park, according to the plat of said subdivision filed for record in the Recorder's Office of said County of Cook, on September 5, 1912 in Document U.S. 593817, in Cook County, Illinois.

W. BARRY AVENUE

Business Deal 3.5 acres. Said to Back of CUB  
Rec Aug 13 1964 Doc 19 213763 Page 23 of 25

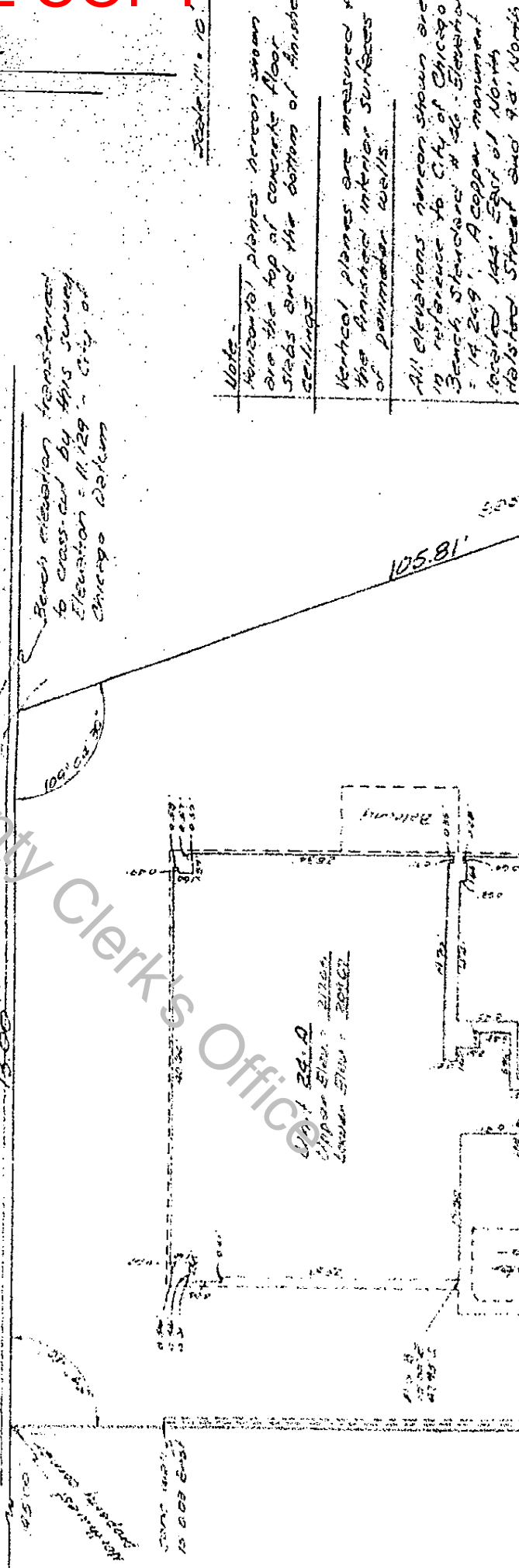
Base of concrete foundation

measured to 200' North of  
as no reference

measured to 500' North of  
on the exterior

measured to 100' North of  
73.00'

bench elevation transition  
to cross-cut by this survey  
Elevation = 1129 - City of  
Chicago datum



Note -  
Horizontal planes hereon shown are the top of concrete floor slabs and the bottom of finished ceilings  
Vertical planes are measured to the finished interior surfaces of perimeter walls  
All elevations hereon shown are in reference to City of Chicago Bench Standard # 26, Station # 14 229, a copper manometer located 144' East of North Dearborn Street and 9.8' North

# UNOFFICIAL COPY

Slabs and the bottom of finish ceilings

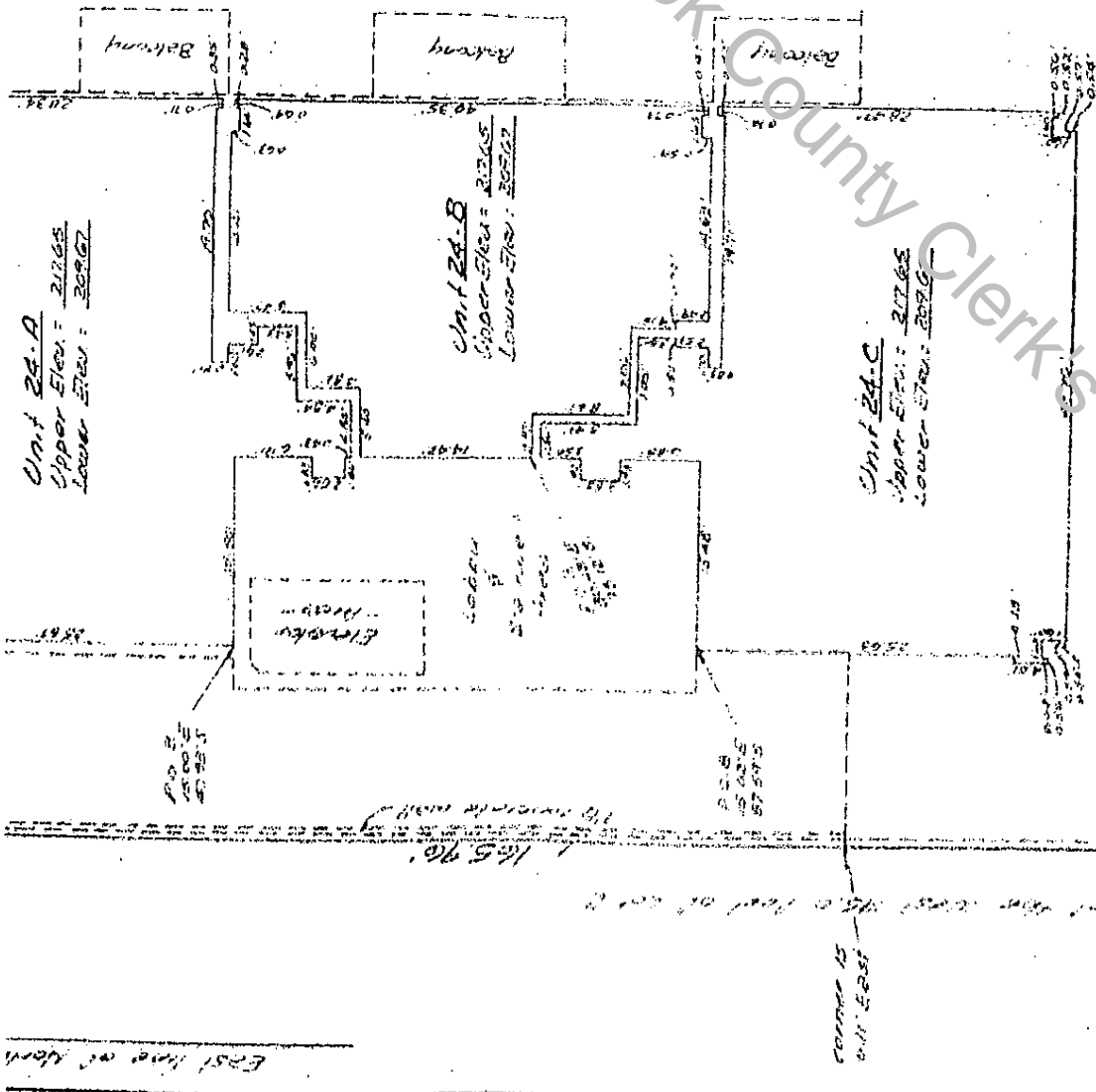
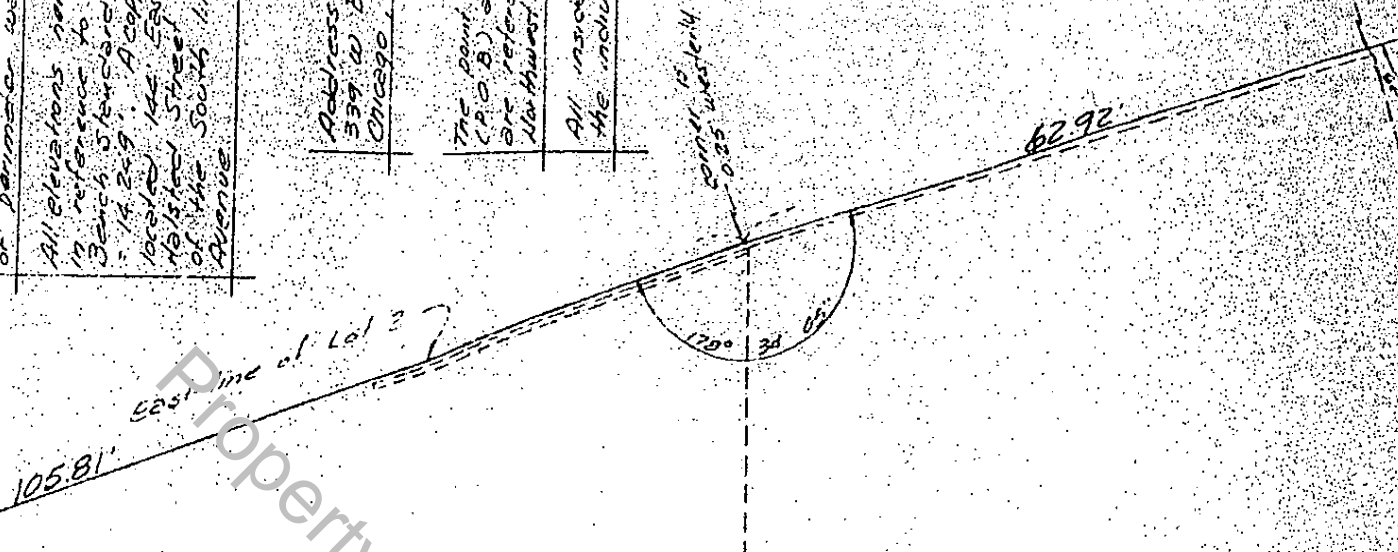
Vertical planes are measured the finished interior surfaces of perimeter walls.

All elevations are shown on 10' reference to City of Chicago Bench Standard # 26. Elevation = 14.259'. A copper monument located 144' East of North Halsted Street and 94' North of the South line of Belmont Avenue.

Address  
339 W. Barry Avenue  
Chicago, Illinois

The point of beginning (P.O.B.) as shown herein are referred to Northwest Property Corp.

All angles angles the individual units are



East line of floor

corner is  
9.11' East







# UNOFFICIAL COPY

Scale 1" = 10'

### Note

Horizontal planes herein shown are the top of concrete floor slabs and the bottom of finished ceilings.

Vertical planes are measured to the finished interior surfaces of perimeter walls.

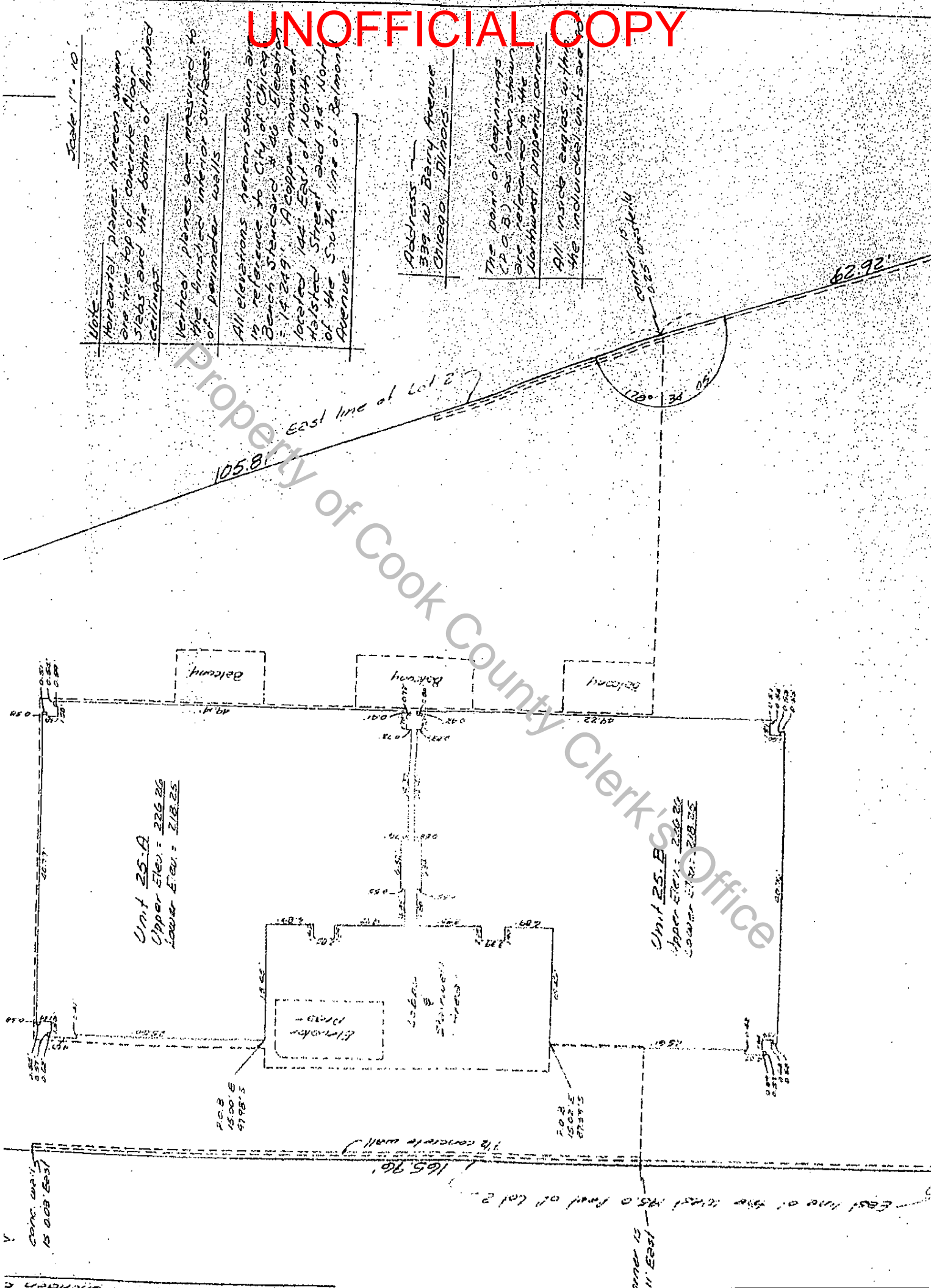
All elevations herein shown are in reference to City of Chicago Bench Standard of 46' Elevation = 14' 2.29'. A Cappa monument located 104' East of North Halsted Street and 94' North of the South line of Belmont Avenue.

Address  
339 W. Barry Avenue  
Chicago, Illinois

The point of beginning (P.O.B.) as herein shown are references to the Northwest property corner.

All inside angles within the individual units are

corner is 0.25' westerly



Unit 25.A  
Upper Elev. = 226.26  
Lower Elev. = 218.25

Unit 25.B  
Upper Elev. = 230.26  
Lower Elev. = 218.25

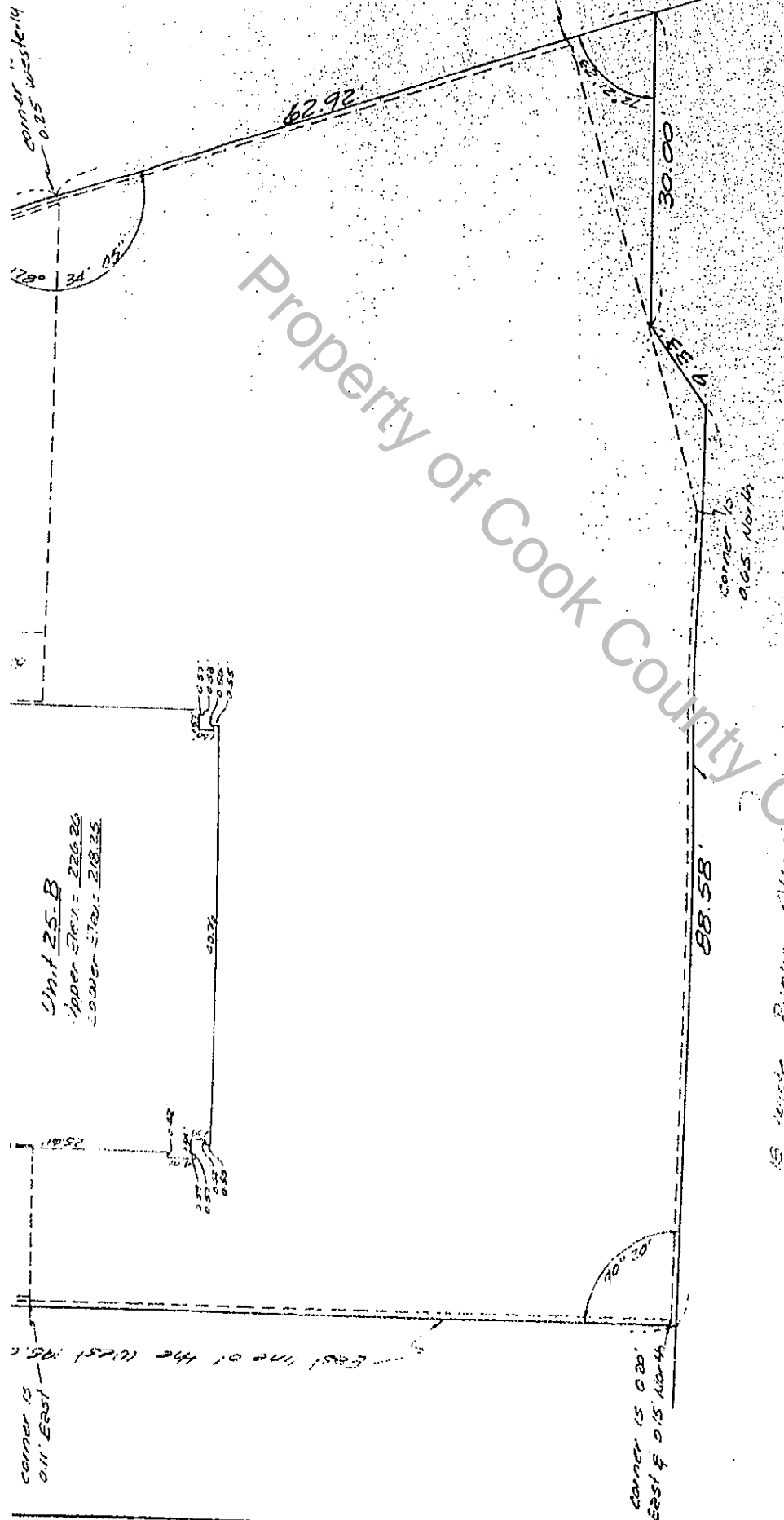
Cont. unit:  
15 0.03 5.53

1/2 concrete wall  
165.96'

East line of the West 1/2 of Lot 2

11' East

# UNOFFICIAL COPY



Property of Cook County Clerk's Office

State of Illinois  
County of Cook  
Robert E. Frederick, an Illinois  
Registered Land Surveyor, do hereby certify  
that the above land, property and space has  
been surveyed, under my supervision, and that  
the plat herein shown is a correct representation  
of said survey, corrected to a temperature of  
62° Fahrenheit.

Arlington Heights, Illinois - June 29, 1968

*Robert E. Frederick*  
Illinois Registered Land Surveyor No. 35, 1961

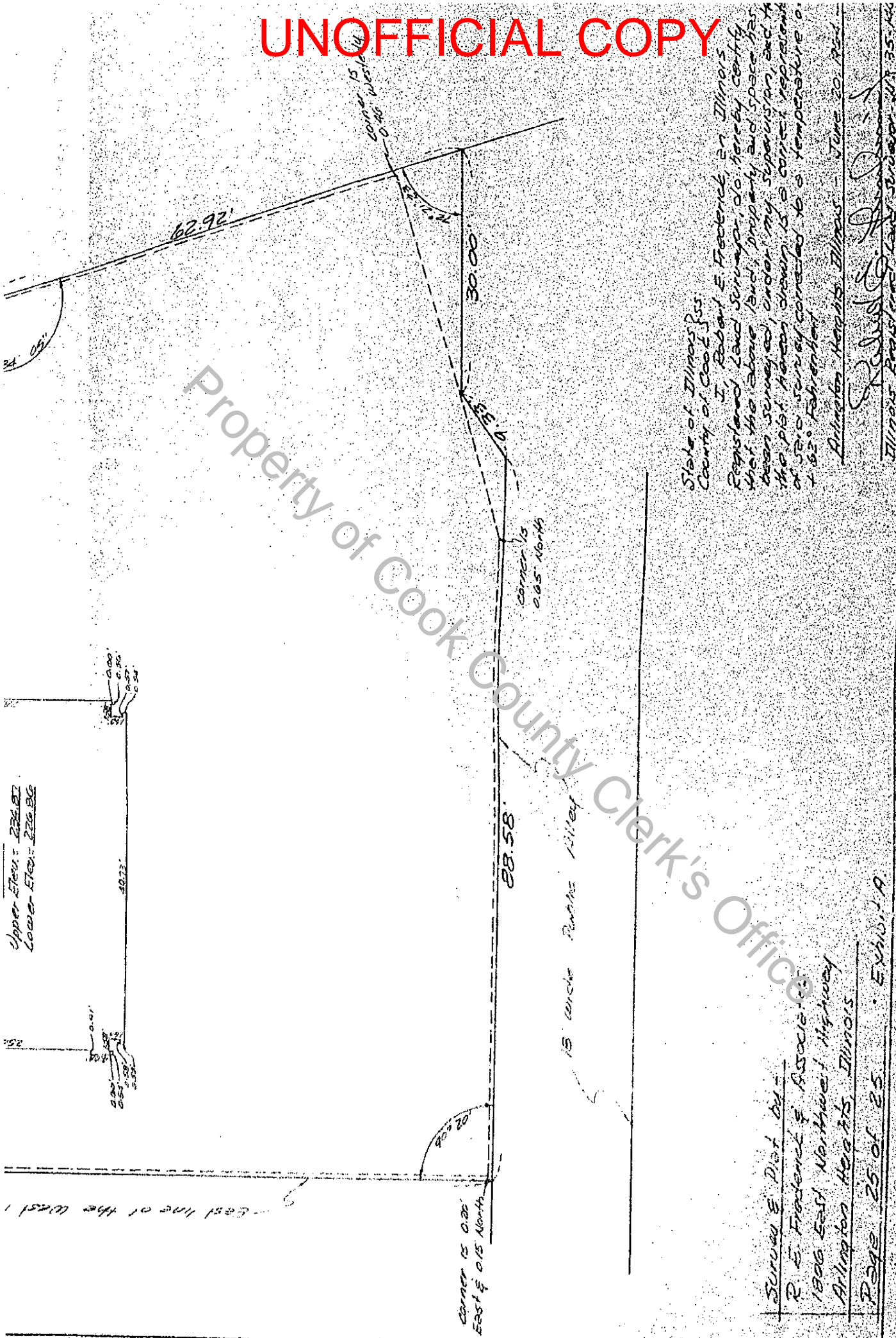
Survey E Plat of  
R. E. Frederick & Associates  
1806 East Northwest Highway  
Arlington Heights, Illinois

Page 24 of 25 Exhibit A





UNOFFICIAL COPY



State of Illinois,  
 County of Cook, S.S.  
 I, Robert E. Frederick, an Illinois  
 Registered Land Surveyor, do hereby certify  
 that the above land, property and space has  
 been surveyed, and that my supervision, and the  
 plat herein shown, is correct, in accordance  
 of a survey conducted by a temperature of  
 75.2° Fahrenheit.

Arlington Heights, Illinois - June 20, 1914

*Robert E. Frederick*  
 Illinois Registered Land Surveyor No. 35,400

Survey E. Plat by:  
 R. E. Frederick & Associates  
 1806 East Northwest Highway  
 Arlington Heights, Illinois

Page 25 of 25 - Exhibit A

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## EXHIBIT "B"

### Attached to and made part of Declaration of Condominium Ownership for

### 339 Barry Condominium

Schedule of Percentages of Ownership Interest of the  
respective Unit Owners in the Common Elements of  
the Property known as the 339 Barry Condominium:

UNIT NUMBER (2 Bedroom) Units	PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS	UNIT NUMBER (1 Bedroom) Units	PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS	UNIT NUMBER (3 & 4 Bedroom) Units	PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS
3A	1.318%	3B	0.989%		
C	1.263				
4A	1.358	4B	1.009		
C	1.318				
5A	1.398	5B	1.033		
C	1.398				
6A	1.426	6B	1.052		
C	1.426				
7A	1.438	7B	1.061		
C	1.438			8A	1.981%
				C	1.981
9A	1.462	9B	1.071		
C	1.462				
10A	1.474	10	1.084		
C	1.474				
11A	1.486	11B	1.092		
C	1.486				
12A	1.498	12B	1.100		
C	1.498				
13A	1.509	13B	1.108		
C	1.509				
14A	1.521	14B	1.116		
C	1.521				
				15A	2.096
				C	2.096
16A	1.545	16B	1.133		
C	1.545				
17A	1.557	17B	1.141		
C	1.557				
18A	1.569	18B	1.149		
C	1.569				



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				19A	2.159
				C	2.159
20A	1.593	20B	1.165		
C	1.593				
21A	1.605	21B	1.173		
C	1.605				
				22A	2.207
				C	2.207
23A	1.637	23B	1.189		
C	1.637				
24A	1.656	24B	1.197		
C	1.656				
				25A	2.298
				C	2.298
26A	1.712	26B	1.227		
C	1.712				
		Total 67 Units	100%		

Property of Cook County Clerk's Office

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## EXHIBIT "C"

### BY-LAWS

### OF

### 339 BARRY HOMEOWNERS ASSOCIATION

#### ARTICLE I

#### Members (Unit Owners)

**Section 1.** The members of 339 Barry Condominium Association, a not-for-profit corporation organized under the provisions of the General Not for Profit Corporation Act of the State of Illinois, (which corporation is hereinafter referred to as the "Association"); shall consist of the Unit Owners of the Property known as and located at 339 West Barry Avenue, Chicago, Illinois, in accordance with the respective percentages of ownership interest in the Common Elements of the Property owned by the respective Unit Owners, as said terms are defined in the Amended and Restated Declaration of Condominium Ownership for the 339 Barry Condominium, which is recorded in the Office of the Recorder of Deeds of Cook County, Illinois, and appended to the Declaration as Exhibit "C" is a copy of these By-laws. The words "member" or "members" as used in these By-laws, under the General Not for Profit Corporation Act of the State of Illinois, mean and shall refer to a "Unit Owner" or the "Unit Owners", as the case may be, referred to in the Declaration and the Condominium Property Act of the State of Illinois.

**Section 2.** The membership of each Unit Owner shall terminate when he or she ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his ownership interest in the Property his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest. The Association may issue certificates evidencing membership. The Association shall have one (1) class of membership.

**Section 3.** Meetings of Unit Owners shall be held at the Property at 339 West Barry Avenue, Chicago, Illinois, or at such other place in Cook County, Illinois as may be specified in the notice of the meeting. An annual meeting of the Unit Owners, one of the purposes of which shall be to elect members of the Board, shall be held on April 1 of each year, commencing with the first day of April immediately following the date of incorporation of the Association, at 7:00 P.M. Chicago time or at such other date or hour specified in the written notice of such meeting. Special meetings of the Unit Owners may be called by the President or by a majority of the Directors of the Board, or by Unit Owners having at least twenty (20%) percent of the votes entitled to be cast at such meetings.

**Section 4.** The aggregate number of votes for all Unit Owners shall be one hundred (100), which shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements. If any Unit Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided, but shall be

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exercised as if the Unit Owner consisted of only one proxy in accordance with the proxy or other designation made by the persons constituting such Unit Owner.

**Section 5.** In all elections for directors, each Unit Owner shall be entitled to vote on a cumulative voting basis.

**Section 6.** The presence, in person or by proxy, of twenty percent (20%) of the Unit Owners at any meeting of the Association shall constitute a quorum unless the Unit Owners holding a majority of the percentage interest in the Association provide for a higher percentage, provided that in voting on amendments to the Association's bylaws, a Unit Owner who is in arrears on the Unit Owner's regular or separate assessments for sixty (60) days or more, shall not be counted for purposes of determining if a quorum is present, but that Unit Owner retains the right to vote on amendments to the Association's bylaws.

**Section 7.** Written notice of any membership meeting shall be mailed or delivered giving Unit Owners no less than ten (10) and no more than thirty (30) days' notice of the time, place, and purpose of such meeting, except that notice may be sent, to the extent the condominium instruments or Rules adopted thereunder expressly so provide, by electronic transmission consented to by the Unit Owner to whom the notice is given, provided that a Board member or Officer or his agent certifies in writing to the delivery by electronic means.

## ARTICLE II Board of Directors

**Section 1.** The board of directors of the Association referred to in the Declaration and in the Condominium Property Act of the State of Illinois as the "Board of Directors," but referred as the "board of directors" in the General Not for Profit Corporation Act of the State of Illinois, and sometimes referred to herein as the "Board", consist of seven (7) persons elected by the Unit Owners. The Unit Owners may increase or decrease such number of person on the Board from time to time at any annual or special meeting of Unit Owners, provided that such number shall not be less than five (5). The terms of at least one-third of the persons on the Board shall expire annually. Each person on the Board shall hold office for the term of two years and until his successor shall be elected and until qualified. Board members may succeed themselves. The word "Board" as used herein shall mean the "Board of Directors" referred to in said Declaration and Condominium Property Act and shall mean the "board of directors" referred to in the General Not for Profit Corporation Act. The word "director" as sometimes used herein shall mean a person elected to and serving on the Board.

**Section 2.** The Board shall be elected from among the Unit Owners, and each director shall be a Unit Owner, or if a Unit Owner is a corporation, partnership or trust, a director may be an officer, partner or beneficiary of such Unit Owner, and each director shall also reside on the Property. If a director shall cease to meet such qualifications during his term, he shall cease to be a director and his place on the Board shall be deemed vacant. If there are multiple Unit Owners of a single Unit, only one of the multiple Unit Owners shall be eligible to serve as a member of the Board at any one time.

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**Section 3.** (a) Except as provided in subsection (b) in connection with Board elections, a Unit Owner may vote by proxy executed in writing by the Unit Owner or by his duly authorized attorney in fact. The proxy must bear the date of execution and, unless the condominium instruments or the written proxy itself provide otherwise, the proxy is invalid after 11 months from the date of its execution; to the extent the condominium instruments or rules adopted thereunder expressly so provide, a vote or proxy may be submitted by electronic transmission, provided that any such electronic transmission shall either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the Unit Owner or the Unit Owner's proxy;

(b) If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting as set forth in this subsection, Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting or (ii) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the Declaration, By-Laws, or rule. The ballots shall be mailed or otherwise distributed to Unit Owners not less than 10 and not more than 30 days before the election meeting, and the Board shall give Unit Owners not less than 21 days' prior written notice of the deadline for inclusion of a candidate's name on the ballots. The deadline shall be no more than 7 days before the ballots are mailed or otherwise distributed to Unit Owners. Every ballot must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person casting the ballot the opportunity to cast votes for candidates whose names do not appear on the ballot. A ballot received by the Association or its designated agent after the close of voting shall not be counted. A Unit Owner who submits a ballot by mail or other means of delivery specified in the Declaration, By-Laws, or rule may request and cast a ballot in person at the election meeting, and thereby void any ballot previously submitted by that Unit Owner.

(c) If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting as set forth in this subsection, Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting; or (ii) by any acceptable technological means; instructions regarding the use of electronic means for voting shall be distributed to all Unit Owners not less than ten (10) and not more than thirty (30) days before the election meeting, and the Board shall give Unit Owners not less than twenty one (21) days' prior written notice of the deadline for inclusion of a candidate's name on the ballots; the deadline shall be no more than seven (7) days before the instructions for voting using electronic or acceptable technological means is distributed to Unit Owners; every instruction noticed must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity cast votes for candidates whose names do not appear on the ballot; a Unit Owner who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, thereby avoiding any vote previously submitted by that Unit Owner;

(d) If a written petition by Unit Owners with at least twenty percent (20%) of the votes of the Association is delivered to the Board within thirty (30) days after the Board's approval of a rule adopted pursuant to subsection (b) or subsection (c), the Board shall call a meeting of the Unit