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## FILING COVER SHEET

THIS INSTRUMENT PREPARED BY:  
The Law Offices of Christopher J. Stull, P.C.  
29W204 Roosevelt Road  
West Chicago, IL 60185

RHSP FEE: \$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/01/2023 01:18 PM PG: 1 OF 22

RETURN THIS DOCUMENT TO:  
The Law Offices of Christopher J. Stull, P.C.  
29W204 Roosevelt Road  
West Chicago, IL 60185

*Above For Recorder's Use Only*

Attached to this Filing Cover Sheet are copies of the following Documents:

- Minutes of the Special Meeting of the 7221-7223 Dickens Condominium Association a/k/a 7221 W. Dickens Condominium located in Elmwood Park, Cook County, Illinois held November 13, 2023 where proposed Amendments 1 through 8 inclusive were approved by 89% of the Unit Owners of said Association, such a vote requiring the approval of not less than 66.67% of the Unit Owners to be adopted and the Covenants so Amended;
- Copies of the final adopted Amendments 1 through 8 inclusive adopted by a unanimous vote of 8-0 of this attending in person or by proxy, effective immediately upon filing;
- A Certified copy of the Covenants being so Amended, originally filed as Document 0011096801 with the Cook County Recorder of Deeds

The attached documents above are presented to the Office of the Cook County Recorder, or any Office properly serving in that capacity, with a request for recording of this Document under the following property PIN numbers, to wit:

Property #1:

PIN: 12-36-231-056-1001

Common Address: 7223 W. Dickens Avenue, Unit 1W, Elmwood Park, IL 60707

Legal Description:

### PARCEL 1

UNIT 1W TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE 7221-23 W. DICKENS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATIONS RECORDED AS DOCUMENT NO. 0011096801, IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

# UNOFFICIAL COPY

## PARCEL 2

EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. P-5, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

Property #2:

PIN: 12-36-231-056-1002

Common Address: 7223 W. Dickens Avenue, Unit 1C, Elmwood Park, IL 60707

Legal Description:

UNIT 1C TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE 7221-23 W. DICKENS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATIONS RECORDED AS DOCUMENT NO. 0011096801, IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property #3

PIN: 12-36-231-056-1003

Common Address: 7223 W. Dickens Avenue, Unit 1E, Elmwood Park, IL 60707

Legal Description:

## PARCEL 1

UNIT 1E TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE 7221-23 W. DICKENS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATIONS RECORDED AS DOCUMENT NO. 0011096801, IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

## PARCEL 2

EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. 3, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY

Property #4

PIN: 12-36-231-056-1004

Common Address: 7223 W. Dickens Avenue, Unit 2W, Elmwood Park, IL 60707

Legal Description:

PARCEL 1

UNIT 2W TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE 7221-23 W. DICKENS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATIONS RECORDED AS DOCUMENT NO. 0011096801, IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2

EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. P-4, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

Property #5

PIN: 12-36-231-056-1005

Common Address: 7223 W. Dickens Avenue, Unit 2C, Elmwood Park, IL 60707

Legal Description:

PARCEL 1

UNIT 2C TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE 7221-23 W. DICKENS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATIONS RECORDED AS DOCUMENT NO. 0011096801, IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property #6

PIN: 12-36-231-056-1006

Common Address: 7223 W. Dickens Avenue, Unit 2E, Elmwood Park, IL 60707

Legal Description:

PARCEL 1

UNIT 2E TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE 7221-23 W. DICKENS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATIONS RECORDED AS DOCUMENT NO. 0011096801, IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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## PARCEL 2

EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. 6, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

## Property #7

PIN: 12-36-231-056-1007

Common Address: 7223 W. Dickens Avenue, Unit GW, Elmwood Park, IL 60707

Legal Description:

## PARCEL 1

UNIT GW TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE 7221-23 W. DICKENS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATIONS RECORDED AS DOCUMENT NO. 0011096801, IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

## PARCEL 2

EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. 4, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

## Property #8

PIN: 12-36-231-056-1008

Common Address: 7223 W. Dickens Avenue, Unit GE, Elmwood Park, IL 60707

Legal Description:

## PARCEL 1

UNIT GE TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE 7221-23 W. DICKENS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATIONS RECORDED AS DOCUMENT NO. 0011096801, IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

## PARCEL 2

EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. 1 SOUTH, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY

Property #9

PIN: 12-36-231-056-1009

Common Address: 7223 W. Dickens Avenue, Unit GC, Elmwood Park, IL 60707

Legal Description:

UNIT GC TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE 7221-23 W. DICKENS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATIONS RECORDED AS DOCUMENT NO. 0011096801, IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



CHRISTOPHER J. STULL  
ASSOCIATION COUNSEL

PREPARED BY:

THE LAW OFFICES OF CHRISTOPHER J. STULL, P.C.  
29W204 ROOSEVELT ROAD  
WEST CHICAGO, IL 60185  
TEL: (630) 293-6659  
FAX: (630) 293-2970  
E-MAIL: CHRISTOPHER.STULL@COMCAST.NET

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**MINUTES OF THE SPECIAL MEETING OF PROPERTY OWNERS OF  
RECORD OF 7221-7223 DICKENS CONDOMINIUM ASSOCIATION, A/K/A  
7221 W. DICKENS CONDOMINIUM, F/K/A 7221-7223 W. DICKENS  
CONDOMINIUM ASSOCIATION**

The Meeting was held at Starbuck's, 2007 N. Harlem. Chicago, IL 60707 and was called to Order by the Board at 7:04PM on November 13, 2023.

In attendance were:

- Roman Panychevnyy as owner of Unit GE, and representing 7223 Dickens Investment, LLC, owners of Units 1W, 1E, and 2W.
- Monika Elzbieta Maslon as owner of Unit 2E
- Stan Sietonik, Uncle of Monika Elzbieta Maslon (attending to observe only and did not participate in discussions or voting)
- Hajara Amodi & Talib Qadir as owners of Unit GC
- Teresa Moore and Christopher Stull of the Law Offices of Christopher J. Stull, P.C. who drafted the proposed Amendments were present to answer questions and take the minutes of the meeting, and record the voting.

Not present in person but submitted Proxy Ballots to Roman Panychevnyy:

- Zinoviy Gordon as owner of Unit 2C
- Zinoviy Gordon on behalf of Dickens Investment, LLC, owner of Unit GW

Not present in person and did not submit a proxy ballot:

- Jill Molitor a/k/a Jill Ferguson, owner of record of Unit 1C

NOTE: The actual owner of Unit 1C is unknown. Records maintained by the Recorder of Cook County and the Secretary of State of Illinois show that a foreclosure action was filed against Jill Molitor a/k/a Jill Ferguson in the Circuit Court of Cook County, Illinois, as case number 18CH11767, and a Lis Pendens was filed with the Recorder on September 18, 2018. An Order Approving Sale in 18CH11767 was entered on March 23, 2022, and a Receipt of Sale in 18CH11767 was entered on April 11, 2022 showing that the highest bidder at the Sale was Tanaka Investment Corp. No document evidencing ownership of Unit 1C has been filed with the Recorder after the Trustee' Deed dated January 27, 2003 designating Trust No. 12586 and the Grantor and Jill Ferguson as the Grantee recorded March 17, 2003 as Document No. 0030361536. According to the records maintained by the Cook County Assessor, the annual property tax bills are addressed to Jill Ferguson through the current 2022 tax year payable in 2023.

Notice of the Special Meeting was provided in accordance with the provisions of the Covenants and Bylaws of the Association, Article V(D) and Article XII(C). Notices addressed to the last known Owner of Record were mailed to every Unit Owner also affixed to the door of each Unit, and were posted in the entryways of the building.

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After the Call to Order, the purpose of the meeting was stated by Roman Panychevnyy, serving concurrently as a Board Member and Officer of the Illinois Not-for-Profit Corporation acting as the Condominium Association. Of the currently serving Board Members and concurrent Officers of the Corporation, Roman Panychevnyy and Hajara Amodi were present in person, and Zinoviy Gordon was present by a proxy given to Roman Panychevnyy. The Board introduced themselves.

The Roll of attendees and Proxies held by attendees was held, and all attendees signed the Attendance sheet for the meeting and stated who they were representing at the meeting. There are nine (9) Unit Owners, and eight (8) were present in person or by proxy.

The proposed Agenda of the meeting was adopted by a vote of 8-0 (including exercised proxy ballots).

A general discussion was held on the current state of the Association, the resignation of the previous property manager, and the failure of the previous property manager to turn over any reserve funds of the Association to the Board.

A discussion on Notices provided to the Unit Owners was held. Notices were provided to all Unit Owners of Record pursuant to the Covenants and Bylaws of the Association, Article V(D) and Article XII(C). No one claiming to be a Unit Owner has contacted the Board in several years indicating that notices should be sent to an address other than the address of each Unit. It was stated by Roman Panychevnyy that the actual owner of Unit 1C is currently unknown; that no one, including Jill Ferguson, the mortgage holder, Tanaka Investments as the high bidder in the court approved sale of Unit 1C, or anyone else has contacted the Board to disclose their identity. It is believed there are tenants in Unit 1C and the unit is occupied, but their identity is unknown, they do not respond to attempts to contact them, and it is unknown if the current tenants are the unit owners or renters. The Board does not have a copy of any Lease for Unit 1C.

A discussion on the Amendments took place. Amendments 2, 3, 4, 5, 6, and 7 were discussed and no questions or comments were offered by the attendees. There was general consensus on their purpose and provisions.

A discussion took place on Amendment 1, the proposed Right of First Refusal ("ROFR"). The Owners of Unit GC, Hajara Amodi & Talib Qadir, raised several discussion points, specifically the reason for a ROFR, and concerns that the time periods in Amendment 1 for the Board to exercise their ROFR were too long (20 business days) and could potentially result in the loss of a bona fide buyer. The owners in attendance agreed with this position, and a discussion was held on an appropriate time for the Board to respond. As for the need for a ROFR, several questions were directed to the attorneys who responded that this was a mechanism whereby the Board could ensure that a prospective buyer would have the same interest in preserving the value of the property and did not have a reputation of acquiring rental properties and not maintaining them, or of being unresponsive, or had

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a history of complaints made against their practices on other properties. All Unit Owners agreed that they had a high interest in preserving the value of their properties, keeping the Association properly funded to perform maintenance issues, and to keep the property in generally a good, safe condition.

It was agreed to reduce the response time of the Association from 20 business days to 10 business days, exclusive of Saturdays, Sundays, and legal holidays. This change was approved by a vote of 8-0. The attorneys will make the changes and submit them to Roman Panychevnyy on behalf of the Board before the final versions are to be recorded in Cook County with the Recorder against all parcels in the Association.

A discussion was held regarding parking spaces. The attorneys responded that allocated parking spaces appear in the individual property Deeds, and that every unit does not have a designated allocated parking space on Association property. Each Unit Owner should review their own individual property Deed to determine if they have rights to an allocated parking space.

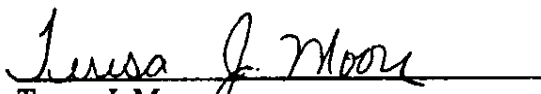
A discussion was then held on Amendment 8, the requirement that a Unit Owner submit a proposed lease to their property to the Board for review and approval. The Owners of Unit GC, Hajara Amodi & Talib Qadir, raised concerns that the time period in the Amendment was too long and could result in the loss of a prospective tenant. There was discussion if a reduction in approval time by the Board would leave sufficient time to conduct the background checks in the Amendment, but there was general agreement that knowing who the proposed tenant was and what the background check would show was important. Hajara Amodi & Talib Qadir both stated that they had no interest in leasing to anyone that could not pass a credit check, and that the criminal and sex offender checks had merit, but that the time limits in the Amendment were too long. It was suggested that this time should be reduced to fifteen (15) calendar days. After consideration, it was agreed to reduce the response time of the Association to 15 calendar days. This change was approved by a vote of 8-0. The attorneys will make the changes and submit them to Roman Panychevnyy on behalf of the Board before the final versions are to be recorded in Cook County with the Recorder against all parcels in the Association.

After all attendees were given the opportunity to discuss these and any other issues, the Amendments were put to a vote and adopted (with the recommended changes to Amendments 1 and 8) by a vote of 8-0.

With no further business on the Agenda, and no new topics of discussion put forward, the Special Meeting was adjourned at 9:38PM.

These Minutes were prepared by Teresa J. Moore, and will be submitted to the board for their review, comment, and correction. The final version will be considered for adoption by the Board at its next scheduled meeting.

Dated November 27, 2023.

  
Teresa J. Moore



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**AFFIDAVIT OF ROMAN PANYCHEVNYY  
ON BEHALF OF THE BOARD OF DIRECTORS OF THE 7221-7223 DICKENS  
CONDOMINIUM ASSOCIATION, A/K/A 7221 W. DICKENS CONDOMINIUM,  
F/K/A 7221-7223 W. DICKENS CONDOMINIUM ASSOCIATION**

I, ROMAN PANYCHEVNYY, a duly elected Member of the Board of Directors of the 7221-7223 Dickens Condominium Association, a/k/a 7221 W. Dickens Condominium, f/k/a 7221-7223 W. Dickens Condominium Association, an Illinois Not-for-Profit Corporation doing business as a condominium association (“Association”), and serving as Acting Secretary of the Association and the Corporation for the purpose of giving proper and required Notices, upon Oath administered states as follows:

1. That the Unit Owners adopted Amendments 1 through 8 to the Covenants and Bylaws of the Association at a Special Meeting on November 13, 2023;
2. That Article XII(H) of the Covenants and Bylaws requires that all holders of first mortgages of record be notified by certified mail of any changes, modifications, or rescissions adopted and approved by not less than 2/3 of the Unit Owners at a meeting called for such purpose;
3. That information regarding the current first mortgages of record for all Units in the Association has been gathered from public records maintained by the Recorder’s Office of Cook County, Illinois and the Cook County Assessor’s Office;
4. That the Association can only rely upon such recorded documents in the public record, and cannot be responsible for unrecorded documents or failures by those claiming to be property owners who do not properly record their ownership interests;
5. That currently the owners of Unit 1C, PIN: 12-36-231-056-1002, are unknown based upon the public records, and no person, company, or other entity has contacted the Association requesting Notice be sent to an address other than the Unit address as required by Article V(D) and Article XII(C) of the Covenants and Bylaws of the Association;
6. That all required Notices to first mortgages of record have been notified by certified mail sent by the Law Offices of Christopher J. Stull, P.C. at my direction.

FURTHER AFFIANT SAYETH NOUGHT

By my signature below, I certify that the information set forth above is true and accurate, based upon personal knowledge and upon information and belief after diligent inquiry.

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DATE: November 30, 2023

*R. Panychevnyy*

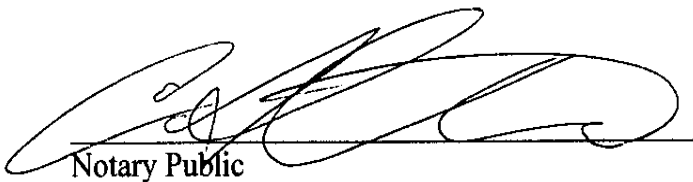
ROMAN PANYCHEVNYY

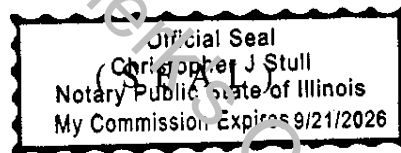
## CERTIFICATION BY NOTARY PUBLIC

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, CHRISTOPHER J. STULL, a Notary Public in the State of Illinois, do hereby certify and attest that ROMAN PANYCHEVNYY, a person known to me personally; or who has presented valid identification in the form of a photo bearing identification card issued by the Secretary of State of Illinois; or a valid Passport issued by the United States Department of State, signed this document of his/her/their own free will in my presence or by electronic/telephonic/video communication or transmission as permitted by Illinois Law.

Signed and Sworn to before me this this 30<sup>th</sup> day of November, 2023

  
Notary Public



### PREPARED BY:

THE LAW OFFICES OF CHRISTOPHER J. STULL, P.C.  
29W204 ROOSEVELT ROAD  
WEST CHICAGO, IL 60185  
TEL: (630) 293-6659  
FAX: (630) 293-2970  
E-MAIL: CHRISTOPHER.STULL@COMCAST.NET

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TEXT OF AMENDMENT 1 TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR 7221-23 W. DICKENS CONDOMINIUM AND DECLARATIONS OF BY-LAWS ("DECLARATION"), AS RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS ON NOVEMBER 21, 2001, AS DOCUMENT NO. 0011096801

THIS AMENDMENT SHALL DELETE IN ITS ENTIRETY THE CURRENT ARTICLE VIII, PARAGRAPH A, LOCATED ON PAGE 23 OF SAID DECLARATION ("PARAGRAPH 8A"), AND REPLACE SAID PARAGRAPH 8A WITH THE FOLLOWING LANGUAGE BELOW; AND SHALL RETAIN THE CURRENT ARTICLE VIII, PARAGRAPH B; AND SHALL ADD A NEW ARTICLE VIII, PARAGRAPH C SET FORTH BELOW EFFECTIVE UPON ITS FILING WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS TO ALL ISSUED PIN NUMBERS FOR ALL PROPERTIES INCLUDED AND STATED IN SAID DECLARATION

A. (1) The Association, acting through its Board, shall have a "Right of First Refusal", with said term being defined below, relative to any condominium unit or real property constituting a condominium unit ("Unit") as defined in the Declaration Of Condominium Ownership And Of Easements, Restrictions And Covenants For 7221-23 W. Dickens Condominium And Declarations Of By-Laws ("Declaration"), As Recorded With The Cook County Recorder Of Deeds On November 21, 2001, As Document No. 0011096801. This Right of First Refusal shall be deemed a preemptive right and a condition precedent to the sale of the Unit given by the Owner of each Unit ("Owner of a Unit", "Unit Owner", or "Grantor") to the Association, acting through its Board ("Association" or "Holder"), and shall arise upon the Grantor notifying the Holder (by the method set forth herein below) of said Grantor's intent or desire to sell said Grantor's Unit to a third party purchaser whereby the Holder shall have the first opportunity to match or exceed, in its sole discretion, the terms of purchase of said Unit for the same price and upon the same terms and conditions as are contained in a good-faith bona fide offer to purchase the Unit made by a third party that the Grantor is willing or intends to accept.

(2) Upon the Owner of a Unit determining that they wish to sell, convey, or otherwise transfer title to their Unit to a third party, said Owner of a Unit shall be permitted to solicit a bona fide bid or offer ("Offer") for the purchase of said Unit by a third party. Upon receipt by the Owner of a Unit receiving a bona fide Offer, the Owner of a Unit shall, prior to executing a Contract or binding agreement for Sale, within five (5) business days, exclusive of Saturdays, Sundays, and legal holidays, of the receipt of such a bona fide offer notify the Association of their intent to sell the Unit and the complete terms of any such bona fide Offer by certified mail with return receipt requested, and by first class United States Mail sent to the Association to the address of the Registered Agent of the Illinois Not-for-Profit Corporation acting as the Association as designated by the Illinois Secretary of State as of the date of receipt of said Offer, and by email to the Board.

(3) The Association shall have the right to exercise its Right of First Refusal within ten (10) business days, exclusive of Saturdays, Sundays, and legal holidays, from the date

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of receipt of the certified mail required (exclusive of Saturdays, Sundays, and designated legal holidays as established by the Federal Government and the State of Illinois). The refusal or declination by the Association to exercise its Right of First Refusal; or the failure by the Association to respond to the Grantor within ten (10) business days, exclusive of Saturdays, Sundays, and legal holidays, of the date of receipt of the complete terms of the bona fide offer made by a third party, said response to be also by certified mail with return receipt requested and by first class United States Mail sent to the Grantor to the address of the Grantor's Unit in the Association, and by email, shall be deemed a waiver by the Association to exercise its Right of First Refusal as to this specific bona fide offer, and shall be deemed authorization and assent by the Association to the Grantor to enter into a Contract of Sale with the third party that made the bona fide offer for the purchase of said Unit.

(4) The Grantor shall be required to submit to the Association each and every bona fide offer to purchase the Unit made by a third party that the Grantor is willing or intends to accept. The Right of First Refusal shall revive and become fully effective should any Contract of Sale with the third party that made the bona fide offer for the Unit fail, for whatever reason, to result in a sale of the Unit, even if the Association waived its right to exercise its Right of First Refusal relative to a previous bona fide offer to purchase the same Unit made by a third party that the same Grantor was willing or intended to accept.

(5) The determination of the price to be paid by the Association to the Grantor for the purchase of the Grantor's Unit is a material term of any such contract, and shall be determined by the adopting the same or greater price, in the sole discretion of the Association, and upon the same terms and conditions as are contained in a good-faith bona fide offer to purchase the Unit made by a third party that the Grantor is willing or intends to accept.

(6) The specific terms of any such Contract between the Association and the Grantor that may arise by the Association's exercise of its Right of First Refusal including, but not limited to, proration of taxes; closing costs; title insurance; outstanding unpaid assessments, costs, fines, fees, or other charges; document copy fees; municipal costs, fines, fees, or charges including tax, utility payments or transfer stamps; attorney's fees; or other usual costs and fees incurred in such transactions shall be deemed agreed to as determined by custom and practice in Cook County, Illinois.

(7) Any violation of Article VIII (A) by the Unit Owner may, in the discretion of the Board, result in the Board exercising any legal remedy available to the Board pursuant to Articles VIII (B) and/or Article XI (A) of the Covenants.

**\*\*\*THE EXISTING PARAGRAPH B SHALL BE RETAINED IN ITS ENTIRETY\*\*\***

C. Compliance with Section 22.1 of the Act (as amended and may be subsequently amended by the Illinois Legislature).

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- (1) In the event of any resale of a condominium unit by a unit owner other than the developer such owner shall obtain from the Board of Managers and shall make available for inspection to the prospective purchaser, upon demand, the following:
  - (a) A copy of the Declaration, by-laws, other condominium instruments and any rules and regulations.
  - (b) A statement of any liens, including a statement of the account of the unit setting forth the amounts of unpaid assessments and other charges due and owing as authorized and limited by the provisions of Section 9 of this Act or the condominium instruments.
  - (c) A statement of any capital expenditures anticipated by the unit owner's association within the current or succeeding two fiscal years.
  - (d) A statement of the status and amount of any reserve for replacement fund and any portion of such fund earmarked for any specified project by the Board of Managers.
  - (e) A copy of the statement of financial condition of the unit owner's association for the last fiscal year for which such statement is available.
  - (f) A statement of the status of any pending suits or judgments in which the unit owner's association is a party.
  - (g) A statement setting forth what insurance coverage is provided for all unit owners by the unit owner's association.
  - (h) A statement that any improvements or alterations made to the unit, or the limited common elements assigned thereto, by the prior unit owner are in good faith believed to be in compliance with the condominium instruments.
  - (i) The identity and mailing address of the principal officer of the unit owner's association or of the other officer or agent as is specifically designated to receive notices.
- (2) The principal officer of the unit owner's association or such other officer as is specifically designated shall furnish the above information when requested to do so in writing and within 10 business days of the request.
- (3) Within 15 days of the recording of a mortgage or trust deed against a unit ownership given by the owner of that unit to secure a debt, the owner shall inform the Board of Managers of the unit owner's association of the identity of the lender together with a mailing address at which the lender can receive notices from the association. If a unit owner fails or refuses to inform the Board as required under subsection (c) then that unit owner shall be liable to the association for all costs, expenses and reasonable attorney's

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fees and such other damages, if any, incurred by the association as a result of such failure or refusal. A reasonable fee, not to exceed \$375, covering the direct out-of-pocket cost of providing such information and copying may be charged by the association or its Board of Managers to the unit seller for providing such information. An association may charge an additional \$100 for "rush service" completed within 72 hours.

Property of Cook County Clerk's Office

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TEXT OF AMENDMENT 2 TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR 7221-23 W. DICKENS CONDOMINIUM AND DECLARATIONS OF BY-LAWS ("DECLARATION"), AS RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS ON NOVEMBER 21, 2001, AS DOCUMENT NO. 0011096801

THIS AMENDMENT SHALL DELETE IN ITS ENTIRETY THE CURRENT ARTICLE VII, PARAGRAPH (6), LOCATED ON PAGE 22 OF SAID DECLARATION ("PARAGRAPH 7(6)"), AND REPLACE SAID PARAGRAPH 7(6) WITH THE FOLLOWING LANGUAGE BELOW EFFECTIVE UPON ITS FILING WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS TO ALL ISSUED PIN NUMBERS FOR ALL PROPERTIES INCLUDED AND STATED IN SAID DECLARATION

6. (1) Domesticated animals, such as a dog or a cat (collectively "Domestic Animals" including both "Pets" and designated "Service Animals" not deemed "Pets" used for Owner assistance for medical, physical or psychological assistance) may be kept on the premises. Any Domesticated Animal, regardless of its designation as a Pet or Service Animal causing disturbances; or considered a nuisance as defined by the municipal ordinances of the Village of Elmwood Park, or ordinances of Cook County, Illinois, or the statutes of the State of Illinois; or are not in compliance with immunization requirements for infectious diseases as required by the municipal ordinances of the Village of Elmwood Park, or ordinances of Cook County, Illinois, or the statutes of the State of Illinois; may be removed from the premises at the discretion of the Board. Such Domestic Animals are limited to one (1) in number for each Unit; and if a "pet" is limited in size to a weight of twenty-five (25) pounds, with such restriction waived for designated Service Animals. Existing Pets that are currently residing on the premises in a Unit on the date of the recording of this paragraph with the Recorder of Deeds of Cook County shall be "grandfathered" and shall be exempt from this restriction, but after the demise of such a non-conforming Pet may only be replaced by a Pet that complies with the restrictions set forth herein. Designated "Service Animals" are specifically exempted from this restriction.

(2) Fish tanks or other containment vessels for aquatic life, either salt water or fresh water, are limited to fifty (50) gallons. Existing fish tanks or containment vessels for aquatic life that are currently located on the premises in a Unit on the date of the recording of this paragraph with the Recorder of Deeds of Cook County shall be "grandfathered" and shall be exempt from this restriction, but may only be replaced by fish tanks or containment vessels for aquatic life that complies with the restrictions set forth herein.

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TEXT OF AMENDMENT 3 TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR 7221-23 W. DICKENS CONDOMINIUM AND DECLARATIONS OF BY-LAWS ("DECLARATION"), AS RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS ON NOVEMBER 21, 2001, AS DOCUMENT NO. 0011096801

THIS AMENDMENT SHALL DELETE THE EXISTING LAST SENTENCE OF THE CURRENT ARTICLE VII, PARAGRAPH 8 LOCATED ON PAGE 22 OF SAID DECLARATION ("PARAGRAPH 7(8)"), AND ADD A NEW SENTENCE TO PARAGRAPH 7(8) WITH THE FOLLOWING LANGUAGE BELOW EFFECTIVE UPON ITS FILING WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS TO ALL ISSUED PIN NUMBERS FOR ALL PROPERTIES INCLUDED AND STATED IN SAID DECLARATION

**8. ... [Delete Existing Last Sentence and Replace with the Following]...**  
Waterbeds or any other item of furniture or decoration that is filled, contains, or functions with or utilizing water or other liquids in excess of fifty (50) gallons are expressly prohibited in any Unit. The use of any waterbed and other furnishings and equipment which while under the fifty (50) gallon limitation that may cause floor overloads shall be subject to Board approval.



# UNOFFICIAL COPY

TEXT OF AMENDMENT 4 TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR 7221-23 W. DICKENS CONDOMINIUM AND DECLARATIONS OF BY-LAWS ("DECLARATION"), AS RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS ON NOVEMBER 21, 2001, AS DOCUMENT NO. 0011096801

THIS AMENDMENT SHALL DELETE IN ITS ENTIRETY THE FIRST SENTENCE OF THE CURRENT ARTICLE V, PARAGRAPH A, LOCATED ON PAGE 9 OF SAID DECLARATION, AND REPLACE SAID THE FIRST SENTENCE OF THE CURRENT ARTICLE V, PARAGRAPH A WITH THE FOLLOWING LANGUAGE BELOW EFFECTIVE UPON ITS ADOPTION, AND SHALL BE FILED WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS TO ALL ISSUED PIN NUMBERS FOR ALL PROPERTIES INCLUDED AND STATED IN SAID DECLARATION

**A. Administration of Property.** The direction and administration of the Property is vested in the Association through the Board of Directors (herein sometimes referred to as the "Board" or the "Board of Managers"), which shall consist of three (3) persons who shall be elected at large in the manner hereinafter set forth provided, however, that irrespective of anything else contained in this Declaration, for a period commencing on the date the Declaration is executed and ending upon the qualification of the directors elected at the initial meeting of voting members, the Trustee or Developer shall have the right to designate and select the persons who shall serve as members of the Board or to exercise the powers of the Board as provided in the Act.

# UNOFFICIAL COPY

TEXT OF AMENDMENT 5 TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR 7221-23 W. DICKENS CONDOMINIUM AND DECLARATIONS OF BY-LAWS ("DECLARATION"), AS RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS ON NOVEMBER 21, 2001, AS DOCUMENT NO. 0011096801

THIS AMENDMENT SHALL DELETE IN ITS ENTIRETY THE CURRENT ARTICLE V, PARAGRAPH E(1) and E(2), LOCATED ON PAGES 10, 11, and 12 OF SAID DECLARATION, AND REPLACE SAID CURRENT ARTICLE V, PARAGRAPH E(1) and E(2) WITH THE FOLLOWING LANGUAGE BELOW EFFECTIVE UPON ITS ADOPTION, AND SHALL BE FILED WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS TO ALL ISSUED PIN NUMBERS FOR ALL PROPERTIES INCLUDED AND STATED IN SAID DECLARATION

**E. (1) Board of Directors.** At the first annual meeting of voting members after January 1, 2023 as provided hereir, the voting members shall elect a Board consisting of three (3) members. In all elections for members of the Board, each voting member shall be entitled to one (1) vote for each Board position standing for election on a non-cumulative voting basis and the candidates receiving the highest number of votes for each designated position shall be deemed to be elected to that designated position. Members of the Board elected shall serve until their position shall be determined to be open to election at a future annual meeting scheduled at the expiration of their term. All elected officers shall serve concurrently as members of the Board; as Board Officers for the positions of President, Secretary, and Treasurer; and shall serve as Officers of the Corporation known as 7221-23 W. Dickens Condominium Association, an Illinois not-for-Profit Corporation ("Corporation"). At the first annual meeting of voting members after January 1, 2023 two (2) Board members shall be elected to the Board for terms of five (5) years and one (1) Board member shall be elected to the Board for an initial term of three (3) years. The election as between candidates receiving the same number of votes for a designated position shall be determined by lot. Upon the expiration of the terms of office of the Board members elected at the first annual meeting after January 1, 2023 and thereafter, successors shall all be elected for five (5) year terms, the intention being that at no point or in any given year that all three (3) positions on the Board will all be up for election at the same time. Board members, Board officers, and Corporate officers may succeed themselves. Members of the Board shall receive no compensation for their services. Vacancies on the Board shall be filled by a 2/3 vote of the remaining Board members at special meeting of the Board. Any Board member so elected or appointed to fill a vacancy shall hold office until the expiration of the term of the position that was vacant, Except as otherwise provided in this Declaration, association property shall be managed by the Board and the Board shall act by majority vote of those board members present at its meetings when a quorum exists. A majority of the of the total number of members of the Board shall constitute a quorum. The Board shall meet no less than one (1) time each year. A Board member may be removed from office by a vote of the voting members of the Association having not less than 2/3 of the total votes cast at any special meeting called for that purpose.

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- E. (2)** The Board shall elect from among its members for terms concurrent with the terms of office for which each said member was elected to the concurrent positions of Board member, Board officer, and Corporate officer a President who shall preside over the meetings of the Board, of the voting members of the Association in meetings of the entire Association membership, of meetings of the Board Officers, and of meetings of the Corporate Officers. The President shall be designated to be the Chief Executive Officer, and in this capacity to designate the Registered Agent of the Corporation. The President shall designate who shall receive mail, send appropriate Notices required herein and required by the Act, and shall authorize the preparation and drafting of any amendments, rules, regulations, and notices of violations authorized herein for consideration and approval by the Board and/or the entire voting membership consistent with the provisions herein. The Board shall elect from among its members for terms concurrent with the terms of office for which each said member was elected to the concurrent positions of Board member, Board officer, and Corporate officer a Secretary who shall keep the minutes of all meetings of the Board and of the voting members, and meetings of the Corporate officers, and who shall, in general, perform all the duties incident to the office of Secretary. The Board shall elect from among its members for terms concurrent with the terms of office for which each said member was elected to the concurrent positions of Board member, Board officer, and Corporate officer a Treasurer to keep the financial records and books of account of the Association and the Corporation.

DeKalb County Clerk's Office

# UNOFFICIAL COPY

TEXT OF AMENDMENT 6 TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR 7221-23 W. DICKENS CONDOMINIUM AND DECLARATIONS OF BY-LAWS ("DECLARATION"), AS RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS ON NOVEMBER 21, 2001, AS DOCUMENT NO. 0011096801

THIS AMENDMENT SHALL DELETE IN ITS ENTIRETY THE CURRENT ARTICLE V, PARAGRAPH G(7), LOCATED ON PAGE 17 OF SAID DECLARATION, AND REPLACE SAID CURRENT ARTICLE V, PARAGRAPH G(7) WITH THE FOLLOWING LANGUAGE BELOW EFFECTIVE UPON ITS FILING WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS TO ALL ISSUED PIN NUMBERS FOR ALL PROPERTIES INCLUDED AND STATED IN SAID DECLARATION

**G. (7)** Each Unit Owner shall be responsible for their own insurance on the contents of their own Unit, including all furnishings and personal property therein, their personal property including vehicles stored elsewhere on the Property including but not limited to designated parking spaces or the Common Areas (if such is approved by the Board), and their personal property to the extent not covered by the policies of any insurance obtained by the Association for the benefit of all the Unit Owners as above provided. All policies of casualty insurance carried by each Unit Owner shall be without contribution as respects the policies of casualty insurance obtained by the Association for the benefit of all the Unit Owners as above provided. If any Unit Owner rents, lets, or otherwise consents to the occupation of the Unit by a non-owner for whatever reason, the actual unit Owner of record to be determined by the last property deed recorded with the Cook County Recorder of Deeds (or any other office performing this function) shall be responsible for ensuring that the tenant(s) of any Unit comply with the requirements of this Paragraph, and shall produce to the Board upon demand or request by first class mail and email of a copy of the Declarations Page or other summary of insurance coverage of any such policy of insurance obtained by the tenant(s). The failure by a Unit Owner to comply with the provisions of this paragraph shall render said Unit Owner and not the Association liable for any and all damages suffered or sustained by the Association and/or other Unit Owner(s) incurred as a result of loss or damage of any kind attributable to a tenant or resident occupant of any Unit. Unit Owners acknowledge and agree that they indemnify, release, and hold harmless the Association, the Corporation, the officers of the Association and the Corporation, and other Unit Owners for any and all legal responsibility, losses, fines, fees (including attorney's fees), judgments, or monetary charges of any kind that may arise from any injury, loss, or damages of any kind arising or related in any way to the failure of any Unit Owner from complying with this paragraph.

# UNOFFICIAL COPY

TEXT OF AMENDMENT 7 TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR 7221-23 W. DICKENS CONDOMINIUM AND DECLARATIONS OF BY-LAWS ("DECLARATION"), AS RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS ON NOVEMBER 21, 2001, AS DOCUMENT NO. 0011096801

THIS AMENDMENT SHALL DELETE IN ITS ENTIRETY THE CURRENT ARTICLE IX, PARAGRAPH A(4)(e), LOCATED ON PAGE 24 OF SAID DECLARATION, AND REPLACE SAID CURRENT ARTICLE IX, PARAGRAPH A(4)(e), WITH THE FOLLOWING LANGUAGE BELOW EFFECTIVE UPON ITS FILING WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS TO ALL ISSUED PIN NUMBERS FOR ALL PROPERTIES INCLUDED AND STATED IN SAID DECLARATION

A. (4)(e) Each Unit Owner shall be responsible for their own insurance on the contents of their own Unit, including all furnishings and personal property therein, their personal property including vehicles stored elsewhere on the Property including but not limited to designated parking spaces or the Common Areas (if such is approved by the Board), and their personal property to the extent not covered by the policies of any insurance maintained by the Association for the benefit of all the Unit Owners as above provided. All policies of casualty insurance carried by each Unit Owner shall be without contribution as respects the policies of casualty insurance obtained by the Association for the benefit of all the Unit Owners as above provided. If any Unit Owner rents, lets, or otherwise consents to the occupation of the Unit by a non-owner for whatever reason, the actual unit Owner of record to be determined by the last property deed recorded with the Cook County Recorder of Deeds (or any other office performing this function) shall be responsible for ensuring that the tenant(s) of any Unit comply with the requirements of this Paragraph, and shall produce to the Board upon demand or request by first class mail and email of a copy of the Declarations Page or other summary of insurance coverage of any such policy of insurance obtained by the tenant(s). The failure by a Unit Owner to comply with the provisions of this paragraph shall render said Unit Owner and not the Association liable for any and all damages suffered or sustained by the Association and/or other Unit Owner(s) incurred as a result of loss or damage of any kind attributable to a tenant or resident occupant of any Unit. Unit Owners acknowledge and agree that they indemnify, release, and hold harmless the Association, the Corporation, the officers of the Association and the Corporation, and other Unit Owners for any and all legal responsibility, losses, fines, fees (including attorney's fees), judgments, or monetary charges of any kind that may arise from any injury, loss, or damages of any kind arising or related in any way to the failure of any Unit Owner from complying with this paragraph.

# UNOFFICIAL COPY

TEXT OF AMENDMENT 8 TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR 7221-23 W. DICKENS CONDOMINIUM AND DECLARATIONS OF BY-LAWS ("DECLARATION"), AS RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS ON NOVEMBER 21, 2001, AS DOCUMENT NO. 0011096801

THIS AMENDMENT SHALL DELETE IN ITS ENTIRETY THE CURRENT ARTICLE VIII, PARAGRAPH B, LOCATED ON PAGE 23 OF SAID DECLARATION, AND REPLACE SAID CURRENT ARTICLE VIII, PARAGRAPH B, WITH THE FOLLOWING LANGUAGE BELOW EFFECTIVE UPON ITS FILING WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS TO ALL ISSUED PIN NUMBERS FOR ALL PROPERTIES INCLUDED AND STATED IN SAID DECLARATION

**B. (1)** The Board has the power to issue and enforce reasonable rules and regulations requiring Notice to the Board from Unit Owners of the proposed sale or leasing of any Unit by the Unit Owner prior to the time any such sale or lease is consummated as the Board may require to be reasonably necessary for proper management, security, and safety of the members of the Association, Unit Owners, the Corporation, and resident occupants of all Units. Any Unit Owner that seeks to lease a Unit to a resident occupant that is not a Unit Owner must give Notice to the Association not less than fifteen (15) calendar days prior to executing a Lease Agreement with a tenant. This Notice, to be sent to the Registered Agent of the Corporation and the President of the Board of the Association by both first class US Mail and by email must include the following information:

- A copy of the proposed Lease stating clearly the name(s) of all tenants that will reside on the property; the time period of the proposed Lease Agreement; a statement that the tenant(s) are not allowed to assign, transfer their rights of occupancy under the Lease Agreement or sub-let the Unit to any third party; the total number of vehicles the tenant(s) will have including a description of such vehicles as to make, model, color, and model year and their license plate numbers;
- The results of a criminal background check as to all proposed tenants of the Unit obtained at no cost from a search of the records of the Circuit Court of Cook County website. The Board reserves the right to deny the request for a Lease to any tenant or occupant with certain criminal convictions for offenses against children, certain offenses involving the use or the threat of the use of force or violence including domestic violence; certain types of offenses involving the use of a weapon; certain convictions for the delivery or manufacture of narcotics or illegal controlled substances; or certain offenses against property such as burglary or residential burglary; or other certain criminal convictions in the previous five (5) years prior to the date of the Lease; which, in the opinion of the Board, may pose a serious or significant risk to the security and safety of the members of the Association, Unit Owners, the Corporation, and resident occupants of all Units, and the general public;