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AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS, COVENANTS
FOR
VILLAGE ON THE LAKE CONDOMINIUM NO. 3

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Village on the Lake Condominium No. 3 (hereafter referred to as "Declaration") which Declaration was recorded on June 28, 1972, as Document No. 21956271 in the Office of the Recorder of Deeds of Cook County Illinois, against the property (hereafter referred to as "Property") legally described in Exhibit "A" attached hereto.

This amendment is adopted pursuant to the provisions of Section 27 of the Illinois Condominium Property Act, Ill.Rev. Stat. (1983), ch. 20, Par. 327, effective July 1, 1984. This statute provides that, where there is an omission or error in the Declaration, By-Laws or other condominium instrument, the association may correct the error or omission by an amendment in order to conform to the provisions of the Condominium Property Act. The amendment may be adopted by a vote of two-thirds (2/3) of the members of the board of managers unless the board's action is rejected by a majority of the votes of the unit owners at a meeting of the unit owners duly called for that purpose by a written petition of the unit owners having twenty percent of the votes of the association filed within thirty days after the action of the board to approve the amendment.

RECITALS

WHEREAS, by a Declaration of Condominium Ownership recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been submitted to the provisions of the Illinois Condominium Property Act; and

WHEREAS, Sections 10, 18, 18.4, 19 and 22.1 and other provisions of the Illinois Condominium Property Act establish certain procedures which this condominium is required by law to follow, and which the present Declaration appears to be in conflict with; and

WHEREAS, because of this potential conflict between the language of the Declaration and the Illinois Condominium Property Act, there is the potential that litigation could result imposing needless financial expense on the Association and individual unit owners and potentially also calling into

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question the validity of actions of the Board of Managers or of the Association; and

WHEREAS, Section 27 of the Illinois Condominium Property Act now provides a convenient procedure for amending the Declaration to correct omissions and other errors in the Declaration; and

WHEREAS, the Board of Managers, by a two-thirds vote of the Board, at a duly called meeting held MARCH 6, 1986, approved this Amendment to the Declaration; and

WHEREAS, the Board has given written notice of its action to all unit owners according to the procedures set forth in the Declaration; and

WHEREAS, the unit owners failed to submit a written petition to the Board within thirty days of the Board's action, as required by Section 27(b)(3) of the Illinois Condominium Property Act;

NOW THEREFORE, the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the Village on the Lake Condominium No. 3 is hereby amended in accordance with the text as set forth in Exhibit "B", which is attached hereto and made a part hereof.

Except as expressly provided in this Amendment, the remaining provisions of the Declaration are hereby confirmed and ratified and shall continue in full force and effect without change.

This instrument was prepared by: Rudd and Kim
1030 West Higgins Road
Schaumburg, Illinois 60195

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TO: [Illegible]

FROM: [Illegible]

SUBJECT: [Illegible]

[Illegible text follows, including what appears to be a date and possibly a reference number.]

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

We, the undersigned, are two-thirds of the members of the Board of Managers of the Village on the Lake Condominium No. 3 established by the aforesaid Declaration of Condominium Ownership. By our signatures below, we hereby consent to this Amendment to the Declaration. In witness whereof we have signed this document and cast our votes in favor of this amendment at a duly called meeting of the Board of Managers held on March 6, 1986.

Paul Lambert
G. K. [unclear]
[unclear]

Julie A. Malan

BOARD OF MANAGERS OF
VILLAGE ON THE LAKE
CONDOMINIUM NO. 3

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Julie A. Malan state that I am the Secretary of the Board of Managers of the Village on the Lake Condominium No. 3 established by the aforesaid Declaration of Condominium Ownership, that the foregoing are true and correct signatures of at least two-thirds (2/3) of the members of the Board of Managers of the Village on the Lake Condominium No. 3, that the members of the Board of Managers are personally known to me and that they signed this instrument as their free and voluntary act on the date set forth above for the uses and purposes herein set forth.

By: Julie A. Malan
Secretary

(SEAL)



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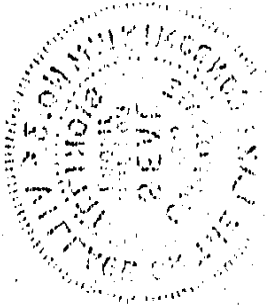
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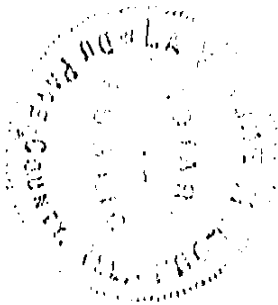
STATE OF ILLINOIS)
COUNTY OF COOK)

I, Julie A. Malan, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of Village on the Lake Condominium No. 3 and that a copy of the foregoing amendment either was delivered personally to each unit owner at the Association or was sent by regular U.S. Mail, postage prepaid, to each unit owner in the Association at the address of the unit or such other address as the owner has provided to the Board of Managers for purposes of mailing notices. I further state that 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 Amendment to the Declaration.

Julie A. Malan
Secretary of the Association

SUBSCRIBED AND SWORN to
before me this 22 day
of May, 1988.

Patricia Malan
Notary Public



NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. NOV. 20, 1989
ISSUED THRU ILL. NOTARY ASSOC.

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EXHIBIT "A"

Legal Description

Sublot A in Lot 3 in the First Resubdivision of Part of Lot 1 in Village on the Lake Subdivision (Phase II), being a subdivision of part of the Southwest quarter of Section 29 and part of the Northwest quarter of Section 32, all in Township 41 North, Range 11 East of the Third Principal Meridian according to the Plat thereof recorded January 25, 1971 as Document No. 21380121 in Cook County, Illinois.

08-32-101-015-0000

J. J.

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Administrative

I am writing to you regarding the information that you have provided to me. I have reviewed the information and it appears to be correct. I will be processing this information as soon as possible. If you have any questions, please contact me at the address below.

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EXHIBIT "B"

TEXT OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR VILLAGE ON THE LAKE CONDOMINIUM NO. 3

1. Article V, Section 1 of the Declaration is hereby deleted in its entirety and replaced with the following:

"1. Administration of Property. The direction and administration of the Property shall be vested in a Board of Managers (hereinafter referred to as the "Board"), consisting of five (5) persons who shall be elected at large in the manner hereinafter provided. Each member of the Board shall be one of the Owners or a spouse of an Owner; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board."

2. Article V, Section 3 of the Declaration is hereby deleted in its entirety and replaced with the following:

"3. Voting Rights. (a) There shall be at least one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as the "voting member". Such voting member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. The proxy shall be invalid after eleven (11) months from the date of its execution, unless expressly provided in the proxy. Every proxy must bear the date of execution. Any or all Owners may be present at a meeting of the voting members and may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be 100, and each Owner or group of Owners shall be entitled to the number of votes equal to the percentage of ownership in the Common Elements applicable to his or

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RECEIVED BY THE CLERK OF THE COURT FOR THE COUNTY OF COOK
FOR DEPOSIT IN THE RECORDS OF THE COUNTY OF COOK
E. J. JAMES, CLERK OF THE COURT.

Yours truly,
[Signature]

and the same will be done by the Clerk of the Court for the County of Cook.
I hereby certify that the foregoing is a true and correct copy of the
original of the same as the same appears from the records of the Clerk of the
Court for the County of Cook.

Witness my hand and the seal of the Clerk of the Court for the County of Cook
this [Day] of [Month], 19[Year].

and the same will be done by the Clerk of the Court for the County of Cook.
I hereby certify that the foregoing is a true and correct copy of the
original of the same as the same appears from the records of the Clerk of the
Court for the County of Cook.

and the same will be done by the Clerk of the Court for the County of Cook.
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original of the same as the same appears from the records of the Clerk of the
Court for the County of Cook.

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their Unit as set forth in Exhibit "B". The Trustee or the Developer, as sole beneficiary of said Trust No. 53436, shall be the voting member with respect to any Unit Ownership owned by the Trustee.

(b) Where there is more than one Owner of a Unit, if only one of the multiple Owners is present at a meeting of the Association, he or she shall be entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There shall be presumed to be majority agreement when any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the Owners of the Unit.

(c) In the event of resale of a condominium Unit, the purchaser of a Unit from a seller other than the Developer pursuant to an installment contract to purchase, shall, during such times as he or she resides in the Unit, be counted towards a quorum for purposes of election of members of the Board of Managers at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of the members of the Board of Managers, and to be elected to and serve on the Board of Managers unless the seller expressly retains in writing any or all such rights. In no event may seller and purchaser both be counted towards a quorum, be permitted to vote for a particular office and be elected to and serve on the Board. Satisfactory evidence of an installment contract shall be made available to the Association or its agent. For purposes of this subparagraph "installment contract" shall have the same meaning as set forth in Section 1(e) of "An Act Relating to Installment Contracts to Dwelling Structures", approved April 11, 1967 as amended."

3. Article V, Section 4, Subsection (a) of the Declaration is hereby deleted in its entirety and replaced with the following:

"(a) Place and Quorum. Meetings of the voting members shall be held at the Property or at such other place in Cook County, Illinois, as may be designated in any notice of a meeting. The presence, in person or by proxy, at any meeting of the Unit Owners of those owning twenty percent (20%) of the percentage interest in the Association shall constitute a quorum unless the Unit Owners holding a majority of the percentage interest in

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the Association provide for a higher percentage. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting."

4. Article V, Section 4, Subsection (c) of the Declaration is hereby deleted in its entirety and replaced with the following:

"Special Meetings of the Association may be called at any time for the purpose of considering matters which, by the terms of the Condominium Property Act or this Declaration, require the approval of the Unit Owners, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President of the Association, the Board of Managers, or by Unit Owners having twenty percent (20%) of the total votes."

5. Article V, Section 4, Subsection (d) of the Declaration is hereby added which states as follows:

"Meetings of the Board shall be open to any Unit Owner except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board of Managers finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings or portions thereof required to be open by tape, film, or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recording. Notice of such meetings shall be mailed or delivered to Board members at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. In addition, copies of notices of meetings of the Board of Managers shall be posted in entranceways, elevators, or other conspicuous places in the condominium at least forty-eight (48) hours prior to the meeting of the Board of Managers except where there is no common entranceway for seven (7) or more Units, the Board of Managers may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted."

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are hereby notified that the following is a copy of the original document filed with the Clerk of the Court on this date. The original document is on file in the Court's records and is available for inspection by the public. The copy is provided for your information and is not intended to be used as evidence in any legal proceeding.

The original document is on file in the Court's records and is available for inspection by the public. The copy is provided for your information and is not intended to be used as evidence in any legal proceeding.

The original document is on file in the Court's records and is available for inspection by the public. The copy is provided for your information and is not intended to be used as evidence in any legal proceeding.

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6. Article V, Section 5 of the Declaration is hereby amended by adding the following:

"Written notice of any membership meeting shall be mailed or delivered as herein provided 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."

7. Article V, Section 6, Subsection (a) of the Declaration is hereby deleted in its entirety and replaced with the following:

"6. Board of Managers (Board of Directors).

(a) At the initial meeting the voting members shall elect a Board of Managers. In all elections for members of the Board of Managers, each voting member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting the five (5) Board members shall be elected. The three (3) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years, and the two (2) persons receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each. A candidate for election to the Board of Managers or such candidate's representative shall have the right to be present at the counting of ballots at such election. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board Members at any annual or special meeting, provided that such number shall not be less than three (3) and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Board members shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two-thirds (2/3) of the total votes. The remaining members of the Board may fill a vacancy by a two-thirds (2/3) vote until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a

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The Board of Commissioners of Cook County, Illinois, on this 1st day of January, 1900, passed the following resolution: That the Board of Commissioners of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as same is on file in the office of the Clerk of Cook County, Illinois, at Chicago, Illinois, and that the same is a true and correct copy of the original as same is on file in the office of the Clerk of Cook County, Illinois, at Chicago, Illinois.

The Board of Commissioners of Cook County, Illinois, on this 1st day of January, 1900, passed the following resolution: That the Board of Commissioners of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as same is on file in the office of the Clerk of Cook County, Illinois, at Chicago, Illinois, and that the same is a true and correct copy of the original as same is on file in the office of the Clerk of Cook County, Illinois, at Chicago, Illinois.

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meeting of the Unit Owners to fill the vacancy for the balance of the term. If such a petition is filed, then a meeting of the Unit Owners shall be called for the purpose of filling the vacancy on the Board no later than thirty (30) days following the filing of the petition. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt; provided that the Board shall meet at least four (4) times annually. A majority of the total number of members on the Board shall constitute a quorum."

8. Article 5, Section 7, Subsection (m) of the Declaration is hereby deleted in its entirety and replaced with the following:

"(m) The Board, by vote of at least three-fourths (3/4) of the Board members, and without approval from any of the voting members except as hereinafter set forth, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants of the Property after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations. The meeting shall conform to the procedural requirements for the calling of a regular or special meeting of the Association. No quorum is required at this meeting of Unit Owners. No rules or regulations may impair any rights guaranteed under the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution. The entire Property shall at all times be maintained subject to such rules and regulations. If within thirty (30) days from the date of written notice to the Owners of the adoption of any such rule and regulation the voting members having at least one-fourth (1/4) of the total votes shall file with the Board a written objection thereto, then such rules and regulations shall be deemed rescinded until approved by the voting members having at least two-thirds (2/3) of the total votes."

9. Article V, Section 7, Subsection (n) of the Declaration is hereby amended by adding the following:

"Any management company who either handles or is responsible for funds held or administered by the Asso-

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

Witness my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19__.

Clerk of Cook County, Illinois

This document is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

Clerk of Cook County, Illinois

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ciation shall furnish a fidelity bond to the Association which covers the maximum amount of Association funds and Association reserves that will be in the custody of the management company, the premium cost of which shall be paid by the Association. The management company shall at all times maintain a separate account for each reserve fund, for the total operating funds of the associations managed by the management company, and for all other monies of the management company. The management company may hold all operating funds of associations which it manages in a single operating account but shall at all times maintain records identifying all monies of each association in such operating account."

10. Article V, Section 7 of the Declaration is hereby amended by adding Subsections (s) through (y):

"(s) The Association shall have no authority to forbear the payment of assessments by any Unit Owner.

(t) The Board shall have the authority to impose charges for late payments of a Unit Owner's proportionate share of the common expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, may levy reasonable fines for violations of the Declaration, By-Laws and rules and regulations of the Association.

(u) The Board shall have the right to assign its future income, including the right to receive common expenses.

(v) The Board shall have the right to record the granting of easements for the laying of cable television in accordance with the provisions of the Illinois Condominium Property Act.

(w) The Board of Managers shall require that all officers, employees or other persons who either handle or are responsible for funds held or administered by the Association shall furnish fiduciary insurance coverage as provided in the Illinois Condominium Property Act.

(x) The Board of Managers shall have such additional authority as is authorized by the Condominium Property Act the Declaration or By-Laws.

(y) In the performance of their duties, the officers and members of the Board of Managers are required to exercise, whether appointed by the Developer or elected by the Unit Owners, the care required by a fiduciary of the Unit Owners."

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11. Article VI, Section 1 of the Declaration is hereby deleted in its entirety and replaced with the following:

"1. Each year on or before November 15th, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. Each Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for capital expenditures, for repairs or payment of real estate taxes. Each Owner shall also receive notice, in the same manner as provided in the Condominium Property Act for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment. Immediately after adoption, the Board shall distribute to each Owner a detailed annual budget, setting forth all anticipated expenses by category as well as all anticipated assessments and other income. The budget shall set forth each Owner's common expense assessment. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common elements as set forth in Exhibit "B" attached hereto. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before April 1st of each calendar year following the initial meeting, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred or paid, together with an indication of what portions were for capital expenditures or payments of real estate taxes and with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over and short of the actual expenditures plus reserves. Such accounting shall be prepared by a certified public accountant. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Elements, to the next monthly installments due from Owners under the current year's estimate, until exhausted, and one-third (1/3) of any net

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shortage shall be added, according to each Owner's percentage of ownership in the Common Elements, to the installments due in each of the succeeding three (3) months after rendering of the account.

If an adopted budget requires assessment against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board of Managers, upon written petition of Unit Owners with twenty percent (20%) of the votes of the Association filed within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the Unit Owners are cast at the meeting to reject the budget, it shall be deemed ratified whether or not a quorum is present. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, for purposes of this subparagraph, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, and any anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

12. Article VI, Section 2 of the Declaration is hereby deleted in its entirety and replaced with the following:

"2. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage ownership in the Common Elements. Prior to the levying of such further assessment, each Unit Owner shall receive notice, in the same manner as provided for membership meetings, of any meeting of the Board of Managers concerning the adoption of such further assessment. Such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after delivery or mailing of such notice of further assessment. All owners shall be personally liable for and obligated to pay their respective adjusted monthly amount."

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The undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears from the records of the Court in and to which said records are referred to in the above captioned case.

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears from the records of the Court in and to which said records are referred to in the above captioned case.

Subscribed and sworn to before me at the County of Cook, State of Illinois, this _____ day of _____, 19____.

Notary Public in and for the County of Cook, State of Illinois.

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13. Article VI, Section 5 of the Declaration is hereby deleted in its entirety and replaced with the following:

"The manager or Board of Managers shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the Unit Owners or their mortgagees or their duly authorized agents or attorneys:

(a) Copies of the recorded Declaration and By-Laws and any amendments, Articles of Incorporation of the Association, annual reports and any rules and regulations adopted by the Association or its Board of Managers shall be available. Prior to the organization of the Association, the developer shall maintain and make available the records set forth in this subparagraph (a) for examination and copying.

(b) Detailed accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Association shall be maintained.

(c) The minutes of all meetings of the Association and the Board of Managers shall be maintained. The Association shall maintain these minutes for a period of not less than seven (7) years.

(d) Ballots for all elections to the Board of Managers and for any other matter voted on by the Unit Owners shall be maintained for a period of not less than one (1) year.

(e) Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 5 of the General Not-For-Profit Corporation Act shall be maintained.

(f) A reasonable fee may be charged by the Association or its Board of Managers for the cost of copying.

Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner."

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14. Article VI, Section 7 of the Declaration is hereby amended by adding the following:

"In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Owner shall fail to pay the proportionate share of common expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include the right to take possession of such defaulting Owner's interest in the property, to maintain for the benefit of all other Owners an action for possession in the manner prescribed by Article IX of the Code of Civil Procedure and to execute leases of such defaulting Owner's interest in the property and apply the rents derived therefrom against such expenses."

15. Article VIII of the Declaration is hereby amended by adding Section 11 which states as follows:

"This Declaration of Condominium Ownership and of Easements, Restrictions and Covenants, 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 incorporated in any lease executed or renewed on or after August 30, 1984."

16. Article VIII of the Declaration is hereby amended by adding Section 12 which states as follows:

"In the event of any resale of a Condominium Unit by a Unit Owner other than the Developer, such Unit Owner may obtain from the Board of Managers for purposes of making available for inspection to prospective purchasers, 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 amount of unpaid assessments and other charges due and owing.

(c) A statement of any capital expenditures anticipated by the Association within the current or succeeding two fiscal years.

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document at this time. The information contained herein is for informational purposes only.

and to make the necessary corrections to the records of the County Clerk's Office. The County Clerk's Office is responsible for maintaining the records of the County of Cook, Illinois. It is the duty of the County Clerk to ensure that the records are accurate and up-to-date. Any changes to the records must be made in accordance with the law. The County Clerk's Office will accept corrections and amendments to the records. The County Clerk's Office will issue a corrected copy of the record to the person who submitted the correction. The County Clerk's Office will also update the records with the corrected information.

Document received from the County Clerk's Office on [Date].

The County Clerk's Office is responsible for maintaining the records of the County of Cook, Illinois. It is the duty of the County Clerk to ensure that the records are accurate and up-to-date. Any changes to the records must be made in accordance with the law. The County Clerk's Office will accept corrections and amendments to the records. The County Clerk's Office will issue a corrected copy of the record to the person who submitted the correction. The County Clerk's Office will also update the records with the corrected information.

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Document received from the County Clerk's Office on [Date].

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(d) A statement of the status and amounts of any reserve for replacement fund and any portion of such fund earmarked for any specific project by the Board of Managers.

(e) A copy of the statement of financial condition of the 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 Association is a party.

(g) A statement setting forth what insurance coverage is provided for all Unit Owners by the Association.

(h) A statement setting forth whether or not any improvements or alterations made to the Unit, or the Limited Common Elements assigned thereto, by the prior Unit Owners, are in good faith believed to be in compliance with the condominium instruments.

(i) The President of the Association or such other officer as is designated by the Board shall furnish the above information when requested to do so in writing and within thirty (30) days of the request.

(j) The Board of Managers shall establish a reasonable fee covering the direct out-of-pocket cost of providing such information and copying.

17. Article XII of the Declaration is hereby amended by adding Section 15 which states as follows:

"In the event of a conflict between any provision of this Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and By-Laws and any provision of the Condominium Property Act, as amended, the provisions of the Condominium Property Act shall prevail."

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you to receive the same as if it were a copy of the original and to be bound by the same in all respects as if it were the original.

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Property of Cook County Clerk's Office

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COOK COUNTY RECORDER
1100 N. WASHINGTON ST.
CHICAGO, ILL. 60602
TELEPHONE 312-600-1000

[Handwritten signature]