AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
HARVARD TERRACE CONDOMINIUM

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Harvard Terrace Condominium (hereafter referred to as "Declaration") which Declaration was recorded on November 6, 1963, as Document No. 18963358 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. 30, 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

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 November 26, 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 Harvard Terrace Condominium 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.

87117126

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

EXHIBIT "A"

LEGAL DESCRIPTION

Lot "A", a consolidation into one Lot of Lots 33 to 44 inclusive and that part of Alleys adjoining said Lots vacated and conveyed by Master's Deed dated February 10, 1902 and recorded February 11, 1902 as Document 3205668 in Druecker's Resubdivision of Lots 1 to 19 inclusive and the West half of Lot 20 in Block 1 and the West half of Lot 3 and Lots 1 and 2 in Block 4 together with vacated Alley East of and adjoining Lot 4 in Block 1 in Evanston Heights, a subdivision of Lots 16 to 18 inclusive and (except the West 198 feet of the North 94 feet) Lot 15 and (except the West 198 feet) Lot 20 in County Clerk's Division of unsubdivided land in the Northwest quarter of Section 30, Township 41 North, Range 14, East of the Third Principal Meridian, being the same property included in Lots 1, 2 and 3 aforesaid and that part of Lot 4 lying East of present West line of Lot 33 in Druecker's Resubdivision and vacated Alley East of said Lot 4 all in Block 1 in Evanston Heights above described.

ALSO: That part of the East and West public alley 16 feet in width lying East of a line drawn from the Southeast corner of Lot 30 in Block 1 in Evanston Heights Subdivision to the South line of said East and West alley, said line being parallel with the East line of Barton Avenue, the said Evanston Heights Subdivision having been filed for record August 5, 1893 as Document 1913921, in City of Evanston, Cook County, Illinois.

EXHIBIT "B"

TEXT OF
AMENDMENTS TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
HARVARD TERRACE CONDOMINIUM

1. The following sections of Article V of the Declaration are amended to read as follows:

"2. Voting Rights. (a) There shall be 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 a "voting member". Such voting member may be the owner or 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 so designating. Any or all of such owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) 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 total of the percentage of ownership in the common elements applicable to his or their unit ownership as set forth in Exhibit "B". Trustee shall be the voting member with respect to any unit ownership owned by the Trustee.

(b) At membership meetings a Unit Owner may vote by proxy executed in writing by the Unit Owner or by his duly authorized attorney in fact. 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.

(c) 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.

(d) 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. Meetings. (a) 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 the Association provide for a higher percentage.

(b) Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

(c) 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.

(d) Annual Meeting. There shall be an annual meeting of the voting members on the first Tuesday of February of each year at 7:30 P.M. in the building, or at such other reasonable place or time (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board. Any unit owner shall be provided with the names, addresses, telephone numbers (if available), and weighted vote of each voting member entitled to vote at the meeting within three (3) working days of a request.

(e) Special Meetings. 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. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

5. Board of Managers. (a) At each annual meeting, the voting members shall, by a majority of the total votes present at such meeting, elect a Board of Managers for the forthcoming year, consisting of five (5) owners. Three (3) members shall constitute a quorum. Members of the Board shall serve, without compensation, for a term of one (1) year or until their successors are elected. 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 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.

(b) 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. The Board shall meet at least four (4) times annually. 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 en- titled 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.

(c) The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of secretary, and a Treasurer to keep the financial records and books of account. One officer shall be designated to mail and receive all notices and execute amendments to condominium instruments as provided for in the Illinois Condominium Property Act and in the condominium instruments.

(d) Any Board member may be removed from office by affirmative vote of the voting members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose.

6. General Powers of the Board. The Board for the benefit of all owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, the following:

(a) Water, waste removal, electricity and telephone and other necessary utility service for the common elements and (if not separately metered or charged) for the units.

(b) Insurance for the property against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement costs of the common elements and the units. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, such manager or the Board of Managers, as trustees for each of the unit owners and the percentages established in this Declaration. The Board of Managers, or the persons acting in such capacity pursuant to Section

18.2 of the Illinois Condominium Property Act, shall have authority to designate any corporation qualified to accept and execute trusts in the State of Illinois to act as agent or trustee for, or as successor trustee to, said Board of Managers for the purpose of collecting and disbursing the proceeds of such insurance in the manner provided by the Declaration, the Bylaws, and the Illinois Condominium Property Act. Premiums for such insurance and other expenses in connection therewith shall be common expenses.

The manager or the Board of Managers shall have the authority and duty to obtain comprehensive public liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the property in amounts, if any, specified by the condominium instruments or otherwise deemed sufficient in the judgment of the Board of Managers, insuring the Board of Managers, the unit owners' association, the management agent, and their respective employees, agents, and all persons acting as agents. The unit owners shall be included as additional insureds but only with respect to that portion of the premises not reserved for their exclusive use. The insurance shall cover claims of one or more insured parties against other insured parties. The insurance shall contain a waiver of any rights to subrogation by the insuring company against any of the above named insured persons. Premiums for such insurance shall be common expenses.

The Board of Managers shall notify insured persons concerning the cancellation of insurance obtained pursuant to the terms of this section.

(m) The Board may adopt such reasonable rules and regulations and amendments thereto 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 said 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.

(n) The Board may engage the services of a manager or managing agent.

(p) 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. Any management company who either handles or is responsible for funds held or administered by the Association 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.

(q) 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.

(s) 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.

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

(u) 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.

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

(w) In the performance of their duties, the officers and members of the Board of Managers are re-

quired to exercise, whether appointed by the Developer or elected by the Unit Owners, the care required by a fiduciary of the Unit Owners."

2. The following sections of Article VI of the Declaration are amended to read as follows:

"1. (a) Each year on or before December 1st, 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.

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.

Assessments shall be assessed to the owners according to each owners percentage of ownership in the common

elements as set forth in Exhibit B to the Declaration. On or before January 1st of the ensuing year, and the first of each and every month of said year, each owner shall be 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 the date of the Annual Meeting of each calendar year, 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 or short of the actual expenditures, plus reserves. 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 years' estimate, until exhausted, and any net shortage shall be added to each owner's percentage of ownership in the common elements to the installments due in the succeeding six (6) months after rendering of the accounting.

(b) 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. Any non-recurring common expense, any common expense not set forth in the budget as adopted, and any increase in assessment over the amount adopted shall be separately assessed against all unit owners. Any such assessment over the amount adopted shall be separately assessed against all unit owners. Any such separate assessment shall be subject to approval by the affirmative vote of at least two-thirds (2/3) of the unit owners voting at a meeting of unit owners duly called for the purpose of approving the assessment if it involves proposed expenditures resulting in the total payment assessed to a unit equal to the greater of five (5) times the unit's most common expense assessment calculated on a monthly basis or $300.00. 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.

3. Article XII is hereby amended as follows:

"Formation of Association. The Board of Managers may cause to be incorporated a non-profit corporation under the laws of the State of Illinois to be called "Harvard Terrace Condominium Association" or a name similar thereto, to act as manager of the property. Upon the formation of such Association, every owner shall be a member therein, which membership shall terminate upon the sale or other disposition by such member of his unit ownership, at which time the new owner shall automatically become a member therein. The Association shall have one (1) class of membership. The Association shall have no authority to forbear the payment of assessments by any Unit Owner.

The Board of Managers may designate said Association as manager of the property and delegate to it all the powers and authority confered upon said Board by this Declaration, except such power and authority, if any, as made by law be non-delegable."

4. The following addition to Section 7 of Article XIII reads as follows:

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

5. The following Article XIV is added to the Declaration:

"Association Records. 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 mainten-

ance 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."

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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 Harvard Terrace Condominium 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 November 26, 1986.

Ann Kolkowicz - Sec.

Joe Gaynor

David Hall

Mary [illegible]

Ruth L. Stables, Treas.

BOARD OF MANAGERS OF
HARVARD TERRACE CONDOMINIUM

87117126

CERTIFICATE OF SECRETARY

I, ANN W. BALDRIDGE, Secretary of the Harvard Terrace Condominium Association, a not-for-profit corporation incorporated under the laws of the State of Illinois, hereby certify as follows:

1. The foregoing is a full, true, and correct copy of a certain Amendment to the Declaration of Condominium Ownership for Harvard Terrace Condominium Association, which Amendment was duly and regularly approved and consented to at a meeting of the Board of Directors of the corporation which was duly and regularly called and held in all respects as required by law, and by the Declaration and By-Laws of the corporation, at the premises commonly known as Harvard Terrace Condominium, on November 26, 1986, at which meeting a quorum were present and at least two-thirds (2/3) of the members of the Board of Managers voted in favor of such Amendment.

2. The foregoing are true and correct signatures of at least two-thirds (2/3) of the members of the Board of Directors of Harvard Terrace Condominium Association personally known to me and that said Directors executed the document in my presence as their free and voluntary act on the date set forth above for the uses and purposes therein set forth.

3. The approval of the foregoing Amendment has not been in any wise rescinded, annulled, or revoked, but is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand as such Secretary, and affixed the seal of the corporation on November 26, 1986.

(Seal) By: Ann W. Baldridge
Secretary

87117126

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, ANN W. BALDRIDGE, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of Harvard Terrace Condominium 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.

Ann W. Baldridge
Secretary of the Association

SUBSCRIBED AND SWORN to before me this 18 day of December, 1986.

Notary Public

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DEPT-01 RECORDING $25.00
T#3333 TRAN 6537 03/03/87 14:43:00
#5515 # A *-87-117126
COOK COUNTY RECORDER

25-00
6 copies
pw

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