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RESOLUTION OF AMENDMENT

WHEREAS, the Board of Directors of the 820-34 Drexel Square Condominium desires to amend its Declaration of Condominium Ownership and Easement Restrictions and Covenants regarding the Article XI Remedies for Breach of Covenants, Restrictions and Regulations.

RESOLVED that the Declaration of Condominium Ownership and of Easements Restrictions and Covenants of 820-34 Drexel Square Condominium be, and they are hereby, amended by deleting therefrom in its entirety Article XI thereof and substituting in place and in lieu thereof the following language:

ARTICLE XI
REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

1. SELF-HELP BY BOARD: In the event of a violation by an Owner of the provisions, covenants or restrictions of the Act, the Declaration, the By-Laws, or rules or regulation of the Board, where such violation or breach may be cured or abated by affirmative action, the Board, upon not less than 10 days prior written notice, shall have the right to enter upon that part of the property where the violation or breach exists and summarily abate, remove or do whatever else may be necessary to correct such violation or breach. Any and all expenses in connection with the exercise of the right provided by this section shall be charged to and assessed against the violating owner.

2. INVOLUNTARY SALE: If any Owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants or restrictions or provisions of this Declaration, the By-Laws, or the rules or regulations adopted by the Board, and such violations shall not be cured within thirty (30) days after notice in writing from the Board, or shall reoccur more than once thereafter, then the Board shall have the power to issue to said defaulting Owner a 10-day notice in writing to terminate the rights of said defaulting owner to continue as an owner and to continue to occupy, use or control his unit, and thereupon an action may be filed by the Board against said defaulting owner for a decree declaring the termination of said defaulting owner's right to occupy, use or control the unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the defaulting owner from reacquiring his interest at the judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting owner in the decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the defaulting owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the unit and to immediate possession of the unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the unit so purchased subject to this Declaration.

3. FORCIBLE DETAINER: In the event that an owner is delinquent in payment of his proportionate share of the Common Expenses or any other charges or payments required to be paid by the owner hereunder, the Board shall have the right to take possession of the owner's unit and to maintain for the benefit of all other owners an action for possession in the manner prescribed by "An Act in Regard to Forcible Entry and Detainer", as provided in the Act.

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4. OTHER REMEDIES OF THE BOARD: In addition to or in conjunction with the remedies set forth above, in the event of a violation by an owner of the Act, this Declaration, the By-Laws, or rules and regulations of the Board, the Board or its agents shall have the right to bring an action at law or in equity against the owner and/or others as permitted by law including, without limitation, (i) to foreclose a lien against the unit ownership, (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection thereof, (iv) for any combination of the remedies set forth in this Article or (v) for any other relief with the Board may deem necessary or appropriate. Any and all rights and remedies provided for in this Article may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to enforce any provisions of this Declaration, the By-Laws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

5. COSTS AND EXPENSES: All expenses incurred by the Board in connection with any actions, proceedings or self-help in connection with exercise of its rights and remedies under this Article, including without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest legal contract rate of interest then permitted in Illinois until paid, shall be charged to and assessed against the defaulting owner.

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RETURN TO:

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