

# UNOFFICIAL COPY 11/04/91 3 4

## FIRST AMENDMENT

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TO THE ENABLING DECLARATION ESTABLISHING  
A PLAN FOR CONDOMINIUM OWNERSHIP FOR  
BARTLETT GREEN NO. 1 CONDOMINIUM  
BARTLETT, ILLINOIS

This document is recorded for the purpose of amending the BARTLETT GREEN NO. 1 CONDOMINIUM DECLARATION (hereafter referred to as "Declaration") which Declaration, including Bylaws, was recorded on as Document No. 21831855 and as amended by Document No. 21924738 in the office of the Recorder of Deeds for Cook County, Illinois, against the 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, IL 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, Bylaws 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 (30) days after the action of the Board to approve the amendment.

. DEPT-01 RECORDING \$25.50  
. T42222 TRAN 11/04/91 09:05:00  
. #8586 + B #--91-575984  
. COOK COUNTY RECORDER

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RECITALS

WHEREAS by an Enabling Declaration Establishing a Plan For 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

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WHEREAS, Sections 9, 18, 18.4, 19, and 22.1, along with other provisions of the Illinois Condominium Property Act authorized and established certain procedures which this Condominium Association is required by law to follow, and which the present Declaration does not include or appears to be in conflict with; and

WHEREAS, because of the potential conflict between the language of the Declaration and the Illinois Condominium Property Act, there is the possibility that litigation could result imposing needless financial expense on the Association and individual unit owners and also potentially calling into question the validity of actions of the Board of Managers or the Association; and

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BG #1 Amendment Cont. 1000034  
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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 for this purpose, 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 Act and in the Declaration; and

WHEREAS, the unit owners have not rejected the Board's action by submitting a written petition within thirty days of the Board's action; as required by Section 27(b)(3) of the Illinois Condominium Property Act; and

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. Further, whenever this Amendment shall conflict with the original governing documents of the Association, the Amendment shall prevail; and

NOW THEREFORE, the Enabling Declaration Establishing a Plan For Condominium Ownership is hereby amended in accordance with the text set forth in Exhibit "B", which is attached hereto and made a part hereof.

PREPARED BY:  
A. KENT YONKE, ESQ.  
COOK ATTY NO. 26791  
208 NORTH WEST ST.  
WHEATON, IL. 60187  
708-668-8940

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EXHIBIT "A"

TO DECLARATION OF CONDOMINIUM OWNERSHIP  
BARTLETT GREEN NO. 1 CONDOMINIUM

BLOCK 1 IN BARTLETT GREEN 1 UNIT 2, BEING A RESUBDIVISION OF BLOCKS 3, 11, 12, 13, 14, and 15 in H.O. STONE AND COMPANY'S TOWN ADDITION TO BARTLETT AS RECORDED JULY 23, 1929 AS DOCUMENT NO. 10435528 AND ALL IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESSES: 325 (A-D), 328 (A-D), 334 (A-D), and 335 (A-D) MARCIA CT., BARTLETT, IL. 60103; 321 (A-D), 324 (A-D), 329 (A-D), 334 (A-D) and 335 (A-D) DONNA CT., BARTLETT, IL 60103

PIN 06-35-304-039 (Common Area)

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Property of Cook County Clerk's Office

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## EXHIBIT "B"

### TEXT OF AMENDMENTS TO ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP FOR BARTLETT GREEN NO. 1 CONDOMINIUM ASSOCIATION.

BARTLETT, ILLINOIS

1. The Definition Section on Page 1&2 of the Declaration is hereby amended by adding Paragraphs (4), (5), (6) and (7), as follows:

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

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

(6) "Limited Common Elements" means a portion of the common elements so designated in the declaration as being reserved for the use of a certain unit or units to the exclusion of other units, including but not limited to, patios, garages, and parking spaces or facilities.

(7) "Meeting of Board of Managers" means any gathering of a majority of a quorum of the members of the Board of Managers held for the purpose of discussing board business.

2. Section K, (Pg.5) is hereby amended by adding Paragraphs 10 & 11, as follows:

10. A majority of more than 50% of the unit owners at a meeting of unit owners duly called for such purpose may authorize the granting of an easement for the laying of cable television cable.

11. A two-thirds (2/3) majority of the unit owners at a meeting of unit owners duly called for such purpose may elect to dedicate a portion of the common elements to a public body for use as, or in connection with, a street or utility.

3. Section L (Pg.6) is hereby amended by adding Paragraph L(1) as follows:

L(1). If any unit owner shall fail or refuse to make any payment of the common expenses or the amount of any unpaid fine when due, the amount thereof together with any interest, late charges, reasonable attorney fees for services actually incurred prior to any court action, and costs of collection shall constitute a lien on the interest of such unit owner in the property. Further, after 30 days notice, if a unit owner has failed to pay common expenses demanded by the board, the board may initiate legal proceedings to take possession of a unit pursuant to Article IX (Forcible Entry & Detainer) of the Code of Civil Procedure.

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4. Section M (Pg.6) is hereby amended by adding Paragraph M(1) as follows:

M(1). Notwithstanding the provisions of Section M, the purchaser of a condominium unit at a judicial foreclosure sale, or a mortgagee who receives title to a unit by deed in lieu of foreclosure or judgment by common law strict foreclosure or otherwise takes possession pursuant to court order under the Illinois Mortgage Foreclosure Law, shall have the duty to pay the unit's proportionate share of the common expenses for the unit assessed from and after the first day of the month after the date of the judicial foreclosure sale, delivery of the deed in lieu of foreclosure, entry of a judgment in common law strict foreclosure, or taking of possession pursuant to such court order.

5. Section N (Pg.6) is hereby amended by adding Paragraph N(1) as follows:

N(1). With regard to any lease entered into subsequent to July 1, 1990, the unit owner leasing the unit shall deliver a copy of the signed lease to the board within 10 days after the lease is executed and prior to occupancy. The association may prohibit a tenant from occupying a unit until the lessor owner complies with the leasing requirements prescribed by the Illinois Condominium Property Act, or the provisions of the declaration, bylaws, and rules and regulations. The board of managers may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any breach by tenant of any covenants, rules, regulations, or bylaws. The remedies set forth in Article IX of the Code of Civil Procedure shall be available to the Association and against the unit owner and the unit owner's lessee in the event of any violation of any condominium instruments concerning unit leasing.

6. The Declaration is amended by adding the following additional Sections W. & X., on page 10 as follows:

W. The Board of Managers shall prepare and distribute to all unit owners a detailed proposed annual budget, setting forth with particularity all anticipated common expenses by category as well as all anticipated assessments and other income. The budget shall also set forth each unit owner's proposed common expense assessment.

W(1). 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 separate assessments shall be subject to approval by the affirmative vote of at least two-thirds 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 a total payment assessed to a unit equal to the greater of 5 times the unit's most recent common expense assessment calculated on a monthly basis or \$300.00.

X. At the discretion of the Board, the Board may perform, or cause to be performed, such maintenance, repairs, and replacements of the Limited Common Elements and the cost thereof shall be assessed in whole or in part to Unit Owners benefited thereby.

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(TEXT OF AMENDMENTS TO BYLAWS OF BARTLETT GREEN NO. 1)

7. Article II, Section 3 (Pg.1) is hereby deleted and the following is substituted therefor:

Section 3. Quorum. The percentage of unit owners constituting a quorum shall be 20% unless the unit owners holding a majority of the percentage interest in the Association provide for a higher percentage.

8. Article II, (Pg.1) is hereby amended by adding Section 4 as follows:

Section 4. Proxies. 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 11 months from the date of its execution, unless otherwise provided in the proxy, and every proxy must bear the date of execution.

9. Article III, Section 3 (Pg.2) is hereby amended by adding the following to the second sentence of Section 3:

Section 3. Annual Meetings. Thereafter, the annual meetings of the Association shall be held on the 2nd Tuesday of July each succeeding year, or on such other suitable date within 30 days thereof as determined by the Board.

10. Article III, Section 4 (Pg.2) is hereby deleted and the following substituted therefor:

Section 4. Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by either the President, a majority of the Board of Managers, or by twenty percent (20%) of the Unit Owners delivered not less than ten (10) days nor more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the members present, either in person or by proxy.

11. Article III, Section 5 (Pg.3) is hereby amended by striking a portion thereof and substituting the following:

Section 5. Notice of Meetings. It shall be the duty of the Secretary, or such other designee appointed by the board, to mail and/or personally deliver, a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least 10 but not more than 30 days prior to such meeting. The mailing of a notice in the manner provided in the Section shall be considered notice served.

12. Article IV, Section 1 (Pg.3) is deleted in its entirety and the following substituted therefor:

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Managers composed of three (3) persons elected from among the unit owners. All members of the board shall be elected at large. 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. Members of the Board 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.

13. Article IV, Section 3 (Pg.4) is hereby amended by adding the following paragraphs thereto:

Section 3. Other Powers And Duties.

(a) Insurance on the Property insuring the Common Elements and the Units against loss or damage by fire, lightning and those risks now or hereafter contained in the extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the Common Elements and the Units written in the name of, and the proceeds thereof shall be payable to, the members of the Board as trustees for each of the Owners in the percentages established in Exhibit "C" of the Declaration. Prior to obtaining any such policy of insurance, or any renewal thereof, the Board, at its option, may obtain an appraisal from a qualified appraiser for the purpose of determining the full insurable replacement value of the Common Elements and the Units for the amount of insurance to be effected pursuant hereto. Each owner shall be required to report all additions, alterations or improvements to such Owner's Unit promptly in writing to the Board, without prior request from the Board or the managing agent, and to reimburse the Board for any additional insurance premiums attributable thereto. The Board shall not be responsible for obtaining insurance on such additions, alterations or improvements unless and until such Owner shall make such report and request the Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board to reimburse the Board for any such additional premiums; and upon the failure of such Owner to do so, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. Any such policy of insurance (1) shall contain a standard mortgage clause endorsement in favor of each mortgagee of a Unit as its interest may appear, (2) shall provide that the insurance, as to the interest of the Board shall not be invalidated by any act or neglect of any Owner, (3) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the owners elect to sell the Property or remove the Property from the provisions of the Condominium Property Act, (4) shall contain an endorsement to the effect that such policy shall not be

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terminated for nonpayment of premium without at least ten (10) days prior written notice to each mortgagee of a Unit, (5) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the Declarant and its beneficiaries, the Developer, the managing agent, if any, their respective employees and agents, the owners and Occupants, and (6) shall contain a "Replacement Cost Endorsement". Notwithstanding the issuance of a standard mortgage clause endorsement, any losses under any such policy of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provisions of this Declaration and the Condominium Property Act; provided, however, that if the Board fails to perform all of the conditions precedent required by any such policy of insurance, and fails to collect the amount of the loss within the time required by law, and any mortgagee of a Unit is required to avail itself of its rights under the standard mortgage clause endorsement to collect the proceeds of any such policy of insurance, any amounts so collected through the efforts of the mortgagee shall be applied as directed by the mortgagee. The Board may engage the services of any corporation qualified to accept and execute trusts in Illinois to act as Insurance Trustee (and as successor Insurance Trustee) and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of this Declaration. In the event the lowest of three (3) bids from reputable contractors for making all repairs required by any loss shall exceed \$60,000.00, the Board, upon written demand of any mortgagee of a Unit, shall engage the services of an Insurance Trustee as aforesaid.

(h) Comprehensive public liability and property damage insurance in such limits as the Board shall deem desirable insuring the members of the Board, the Association, the managing agent, if any, and their respective agents and employees. The Declarant (including its beneficiaries) and the Developer shall be included as additional insureds in their capacities as Owner and/or Board member. The Owners and occupants shall be included as additional insureds but only with respect to that portion of the Property 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.

(i) Workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance (including, but not limited to, fidelity coverage) as the Board in its judgment shall elect to effect.

(j) 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, levy reasonable fines for violations of the Declaration, Bylaws and Rules and Regulations of the Association.

(k) to keep the detailed record of the minutes of Board Meetings and copies of receipts and expenditures affecting the use and operation of the property for a minimum of seven (7) years.

(l) by a majority vote of the entire board of managers, assign the right of the association to future income from common expenses or other sources, and mortgage or pledge substantially all of the remaining assets of the association.

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(m) to seek relief on behalf of all Unit Owners when authorized pursuant to Subsection (c) of Section 10 of the Illinois Condominium Property Act from or in connection with the assessment or levying of real property taxes, special assessments, and any other special taxes for charges of the State of Illinois or any political subdivision thereof or of any lawful taxing or assessing body.

(n) to reasonably accommodate the needs of a handicapped unit owner as required by the Human Rights Act in the exercise of its powers with respect to the use of Common Elements or approval of modifications in an individual unit.

(o) having access to each unit from time to time as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to other units.

(p) The board shall have no authority to forbear the payment of assessments by any unit owner.

(q) in the performance of their duties, the officers and members of the Board are required to exercise the care required of a fiduciary of the unit owners.

(r) the board shall provide all members of the association with an itemized accounting of the common expenses, including an indication as to which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves.

(s) The board of managers must provide for reasonable reserves for capital expenditures and deferred maintenance for repair or replacement of the common elements. The board shall consider the following when determining the appropriate level of reserves: (1) repair and replacement cost and the estimated useful life of the property and its components; (2) the current and anticipated return on invested association funds; (3) an independent professional reserve study (optional, not mandatory); (4) the financial impact on unit owners and the market value of the units were an assessment increase needed to fund the reserves; and (5) the ability of an association to obtain financing or refinancing, presumably for capital expenditure and maintenance or repair projects. The association is granted the option to waive in whole or in part the reserve requirements upon a two-thirds (2/3) vote of the total votes of the association.

(t) The board of managers may not enter into a contract with a current board member or with a corporation or partnership in which a board member has 25% or more interest, unless notice of intent to enter the contract is given to unit owners within 20 days after a decision is made to enter into the contract and the unit owners are afforded an opportunity by filing a petition, signed by 20% of the unit owners, for an election to approve or disapprove the contract. Such petition shall be filed within 20 days after such notice and such election shall be held within 30 days after filing the petition.

(u) Each unit owner shall receive notice not less than 10 nor more than 30 days, of any meeting of the board of managers concerning the adoption of the proposed Annual Budget or any increase, or establishment of an assessment; and, that if an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the board of managers, upon written petition by unit owners with 20 percent of the votes of the association filed within 14 days of the board action, shall call a meeting of the unit owners within 30 days of the date of filing of the petition to consider the budget; that unless a majority of the votes of the unit owners are cast at the meeting to reject the budget, it is ratified, whether or not a quorum is present, that in determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, and anticipated expenses by the association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation;

(v) The 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 and their duly authorized agents or attorneys.

(v-1) Copies of the recorded Declaration, Bylaws, other condominium instruments and any amendments, Articles of Incorporation of the association, annual reports and any rules and regulations adopted by the association or board shall be available.

(v-2) 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.

(v-3) The Minutes of all meetings of the association and the board shall be maintained for a period of not less than seven years.

(v-4) Ballots for all elections of the board of managers and for any other matters voted on by the unit owners shall be maintained for a period of not less than one year.

(v-5) Such other records of the association as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986, approved September 24, 1986, as amended, shall be maintained.

(v-6) Where a request for records under this Section is made in writing to the board or its agent, failure to provide the requested record for examination or copying or to respond within 30 days shall be deemed a denial by the board. A reasonable fee may be charged by the association or its board for the actual cost of copying. If the board fails to respond to a request for records pursuant to this section, the unit owner may seek appropriate relief including an award of attorney's fees and costs.

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(w) Resale. In the event of any resale of a condominium unit by a unit owner, such unit owner may obtain from the board for purposes of making available for inspection to prospective purchasers, upon demand, the following:

(w-1) A copy of the Declaration, Bylaws, or other condominium instruments and any rules and regulations.

(w-2) 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.

(w-3) A statement of any capital expenditures anticipated by the Association within the current or succeeding two fiscal years.

(w-4) 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.

(w-5) A copy of the statement of the financial condition of the Association for the last fiscal year for which such statement is available.

(w-6) A statement of the status of any pending suits or judgments in which the Association is a party.

(w-7) 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.

(w-8) The President of the Association or such other officer or agent as is designated by the Board shall furnish the above information when requested to do so in writing and within thirty days of the request. The Board shall establish a reasonable fee covering the direct costs of providing such information and copying.

14. Article IV, Section 5 (Pgs. 4&5) is hereby deleted and the following is substituted therefor:

Section 5. Election and Term of Office. At the annual meeting, there shall be elected from among the unit owners, a Board of Managers. The total membership of said Board shall be three (3). The term of office of two board members shall be fixed at two (2) years and the term of office of one board member shall be fixed at one year. No member of the board or officer shall be elected for a term of more than 2 years, however board members and officers may succeed themselves. The terms of at least 1/3 of the members of the board shall expire annually, and all members of the board shall be elected at large. 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 Board shall meet at least 4 times annually.

15. Article IV, Section 6 (Pg.5) is hereby deleted and the following substituted therefor:

Section 6. Vacancies. Vacancies on the Board, caused by reasons other than removal of a director by the voting members, may be filled by two-thirds (2/3) vote of the remaining

members of the Board 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.

16. Article IV, Section 9 (Pg.5) is hereby deleted and the following substituted therefor:

Section 9. Regular Meetings. Regular Meetings of the Board of Managers may be held at such time and place as shall be determined, from time to time, by a majority of the Managers but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, or by mail, telephone or telegraph, at least (3) days prior to the named meeting.

Section 9(a). Meetings of the Board of Managers 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 particular 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; that any vote on these matters shall be taken at a meeting or portion thereof open to any unit owner; that any unit owner may record the proceedings at meetings or portions thereof required to be open by this Act by tape, film or other means; that the board may prescribe reasonable rules and regulations to govern the right to make such recordings, that notice of such meetings shall be mailed or delivered at least 48 hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice pursuant to the declaration, bylaws, or other condominium instrument, or provision of law other than this subsection before the meeting is convened, and that copies of notices of meetings of the board of managers shall be posted in entranceways, or other conspicuous places in the condominium at least 48 hours prior to the meeting of the board of managers except where there is no common entranceway for 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.

17. Article IV, Section 13 (Pg.6) is hereby amended by adding the following:

Section 13. Fidelity Bonds. The fiduciary insurance coverage shall be in an amount which covers the maximum amount of funds that will be in the custody of the association plus the association reserve fund; and that all management companies who either handle or are responsible for funds held or administered by the association shall furnish a fidelity bond to the association with covers the maximum amount of association funds and reserves that will be in the custody of the management company, the premium cost of which shall be paid by the

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association, and shall at all time 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 moneys 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 moneys of each association in such operating account.

18. Article VI, Section 1 (Pg.8) is hereby amended by adding the following:

Section 1. Assessments. 1(a) Payment of any assessment shall be in amounts and at times as determined by the board of managers. 1(b). If any unit owner shall fail or refuse to make any payment of the common expenses or the amount of any unpaid fine when due, the amount thereof together with any interest, late charges, reasonable attorney fees for services actually incurred prior to the initiation of any court action, and costs of collection shall constitute a lien on the interest of such unit owner in the property prior to all other liens and encumbrances, recorded or unrecorded, except only (i) taxes, special assessments and special taxes before or after levied by any political subdivision or municipal corporation of this State and other State or Federal taxes which by law are a lien on the interest of such unit owner prior to preexisting recorded encumbrances thereon and (ii) encumbrances on the interest of such unit owner recorded prior to the date of such failure or refusal which by law would be a lien thereon prior to subsequently recorded encumbrances.

1(c). Such lien for common expenses shall be in favor of the members of the board of managers and their successors in office and shall be for the benefit of all other unit owners. Notice of such lien may be recorded by the board of managers, or if the board fails to do so, any unit owner may record such notice. Upon recording of such notice the lien may be foreclosed by an action brought in the name of the board of managers in like manner as a mortgage of real property.

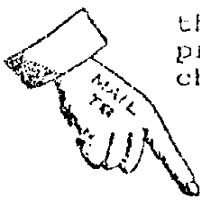
1(d). Other Remedies. In the event of any default by any unit owner in the performance of his obligations under this Act or under the Declaration, Bylaws, Amendments, or the Rules and Regulations, the board or its agents shall have such rights and remedies including the right to maintain an action for possession against such defaulting unit owner for the benefit of all the other unit owners in the manner prescribed by Article IX of the Code of Civil Procedure.

19. Article VI, Section 2 (Pg.8) is hereby amended by adding the following to Paragraph (c):

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common or limited common elements damaged through his fault.

\*EXCEPT to the extent expressly set forth hereinabove, the remaining provisions of the Declaration, Bylaws, and any prior Amendments thereto shall continue in effect without change.

END OF TEXT OF AMENDMENT



PREPARED BY:  
A. KENT YONKE  
ATTORNEY AT LAW  
208 N. WEST ST.  
WHEATON, IL 60187

RECORDED  
INDEXED  
SERIALIZED  
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CLERK OF COURTS

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Property of Cook County Clerk's Office

PREPARED BY:  
A. KENT YONKE  
ATTORNEY AT LAW  
208 N. WEST ST.  
WHEATON, IL 60187

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BARTLETT GREEN NO. 1 CONDOMINIUM ASSN.  
Board Approval

STATE OF ILLINOIS   )  
                                     ) SS  
COUNTY OF COOK   )

WE, THE UNDERSIGNED, are the members of the Board of Managers of the BARTLETT GREEN NO. 1 CONDOMINIUM ASSOCIATION, association established by the aforesaid Declaration, and by our signatures below, we hereby execute the foregoing amendment to the Declaration.

EXECUTED this   8   day of   August  , 1991.

Dorothy M. Langen  
BOARD MEMBER    Pres.

Barbara Van Housen  
BOARD MEMBER

BOARD MEMBER

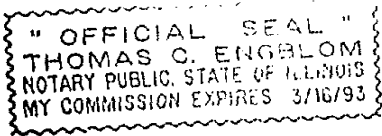
BOARD MEMBER

BOARD MEMBER

Being all of the members of the Board of Managers of BARTLETT GREEN NO. 1 CONDOMINIUM ASSOCIATION.

I Thomas C Engblom, a notary public, hereby certify that on the above date the above members of the Board of Managers of BARTLETT GREEN NO. 1 CONDOMINIUM ASSOCIATION, which members are personally known to me, appeared before me and acknowledged that, as such Board Members, they signed this instrument as their free and voluntary act and as the free and voluntary act of said Board for the uses and purposes therein set forth.

Thomas C Engblom  
Notary Public



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