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Kenilworth Terrace Association to comply with the new Illinois Condominium Act".

NOW, THEREFORE, Kenilworth Terrace Association, for the purposes set forth above, hereby files the following First Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the Kenilworth Terrace Association with the Recorder of Deeds of Cook County, Illinois. For purposes of this amendment, new language is underlined, and language being deleted is dashed through:

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

Article I of the Declaration of Condominium Ownership and of Easement, Restrictions and Covenants for the Kenilworth Terrace Condominium is amended to add the following additional paragraphs:

Declaration

This instrument by which the property is submitted to the provision of the Illinois Condominium Property Act, as it is from time to time amended.

Unit Owner:

The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit.

Majority or majority of unit owners

The owners of more than 50% in the aggregate in interest of the undivided ownership of the common elements. Any specified percentage of the unit owner, means such percentage in the aggregate in interest of such undivided ownership. Majority or majority of the members of the Board of Managers means more than 50% of the total number of person constituting such Board pursuant to the bylaws. Any specified percentage of the members of the Board of Managers means that percentage of the total number of persons constituting such Board pursuant to the bylaws.

Unit Owners' Association or Association

The association of all unit owners, acting pursuant to bylaws through its duly elected Board of Managers.

Common Expenses

The proposed or actual expenses affecting the property, including reserves, if any, lawfully assessed by the Board of

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Managers of the Unit Owner's Association.

Reserves

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.

Meeting of the Board of Managers

Any gathering of a majority of a quorum of the members of the Board of Managers held for the purpose of discussing board business.

Bylaws

Articles V and VI of this Declaration shall be deemed the bylaws of the condominium required by Section 18 of the Condominium Property Act.

Section 1 of Article II of the Declaration of Condominium Ownership and of Easement, Restrictions and Covenants for the Kenilworth Terrace Condominium is amended to read as follows:

Section 1. (a) It is understood that each unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof in Exhibit "A". Every deed, lease, mortgage or other instrument may legally describe a unit by its identifying number or symbol as shown on said Exhibit "A", and every such description shall be deemed good and sufficient for all purposes except as otherwise provided in the Condominium Property Act.

(b) No owner shall by deed, plat or otherwise, subdivide or in any manner cause his unit to be separated into any tracts or parcels different from the whole unit as shown on Exhibit "A", provided, however, that at any time hereafter, before the completion of the units or thereafter, the builder, owner or owners of two or more adjoining units, may at his or their expense, afford ingress and egress between such units, with not more than two passage ways in said wall. At any time after such construction, such passage ways may be closed up by the owner or owners of the adjoining unit at his or their expenses.

(c) A unit owner owning two or more units shall have the right to remove or otherwise alter any intervening partition, so long as the action does not weaken, impair or endanger any common element or unit. The unit owner shall notify the Board of Managers of the nature of the removal or alternation at least 10 days prior to commencing work. It is intended hereby to permit ownership by an owner of more than one unit or adjoining owners to expand a single family dwelling use from one unit to two or more units, and later, if desired by them, to restore same to original use.

Article V of the Declaration of Condominium Ownership and of Easement, Restrictions and Covenants for the Kenilworth Terrace Condominium is amended to read as follows:

Section 1. Renumber Section 1 as subsection 1 (a).

Add a subsection 1 (b) to read as follows:

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(b) There shall be established a Condominium Association to be called "the Kenilworth Terrace Condominium Association" (hereinafter called the "Association") which shall be the governing body for all the Unit Owners for the maintenance, repair, replacement, administration and operation of the Property. The Board of Directors of the Association shall be deemed to be the Board of Managers referred to herein and in the Condominium Property Act. Every Owner shall be a member thereof, which membership shall automatically terminate upon the sale, transfer or other disposition of such Owner's Unit Ownership, at which time the new owner shall automatically become a member therein. The Association shall have one (1) class of membership.

Section 2. Voting Rights. 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 hereafter referred to herein) 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 in writing, made 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 or all those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy: (a) The total number of all votes shall be 100, and each unit owner or group of owners shall be entitled to the number of votes equal to the total of the percentage ownership in the common elements applicable to his or their unit ownership, as set forth in Exhibit "B". Trustee herein shall be the voting member with respect to any unit ownership owned by the Trustee.

(b) That where there is more than one owner of a unit, if only one of the multiple owners of a unit 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 none 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 other owner of the unit.

(c) In the event of a resale of a condominium unit, the purchaser of a unit from a seller other than the developer pursuant to an installment contract for purchase shall during such times as he or she resides in the unit be counted toward 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 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 the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the association or its agents. For purposes of this subsection, "installment contract" shall have the same meaning as set forth in Section 1 (e) of "An Act relating to installment contracts to sell dwelling structures", approved August 11, 1967, as amended.

(d) With respect to the units owned by a land trust, a trustee may designate, in writing, a

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person to cast votes on behalf of the Unit Owner, which designation shall remain in effect until a subsequent document is filed with the association. The association shall maintain such letters from land trustees as records of the association.

Section 3. Association Meetings.

(a) The presence at any meeting of the Association of the voting members having twenty percent a majority of the total votes constitutes a quorum. Unless otherwise expressly provided in the Condominium Property Act or herein, any action may be taken at any meeting of the Association voting members at which a quorum is present upon the affirmative vote of the unit owners voting members having a majority of the total votes at such meeting.

(b) Annual Meetings. Election of the Board of Managers and the first annual meeting of the Association voting members shall be held upon ten (10) days written notice given by the Builder when 90% of the dwelling units are sold. Thereafter, there shall be an annual meeting on the first Tuesday of February, or at such other reasonable place or time (not more than thirty [30] days before or after such date) as maybe designated by the written notice of the Board delivered to the voting members not less than ten (10) days prior to the date fixed for said meeting.

(c) Special Meetings. Special Meetings of the Association voting members 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 approval of all or some of the voting members unit owners, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the president of the Association, the majority of the Board of Managers, or by unit owners the voting members having twenty percent one-third (1/3) of the total votes and delivered not less than ten (10) days prior to the date fixed for said meeting. The notice shall specify the date and place of the meeting and the matters to be considered.

(d) Proxies. 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.

(e) Candidate rights. A candidate for election to the Board of Managers or such candidate's representative shall have the right to be present for the counting of ballots at such election.

(f) Street and Utilities Dedication. Unit owners holding a two-thirds majority of all the votes in the Association 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.

(g) Granting of easement for laying of cable television cable. Unit owners holding at least a majority of the total votes in the Association 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. The granting of such easement shall be according to the terms and conditions of the local ordinance providing for cable television in the municipality.

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(h) Granting of easement to a governmental body for protection against water damage or erosion. Unit Owners holding at least a majority of the total votes in the Association at a meeting of Unit Owners duly called for such purpose may authorize the granting of an easement to a governmental body for construction, maintenance or repair of a project for protection against water damage or erosion.

Section 4. Notices of Meetings. Notices of meetings required to be given herein shall be given pursuant to the provisions of Paragraphs 4(a) or 4(b) of Article XII herein. 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, may be delivered either personally, by certified mail, or registered mail to the person entitled to vote thereat, and copied to each person at the address given by him to the Board for the purpose of service of such notice, or to the unit owner with respect to which such voting right appertains, if no address has been given to the Board, or if unavailable or unknown.

Section 5. Board of Managers.

(a) Elections. At each annual meeting, the unit owners voting members shall, by a majority of the votes present at such meeting, elect at large a Board of Managers for the forthcoming year, consisting of five (5) owners, all of whom must reside on the property. Three (3) members shall constitute a quorum. Members of the Board shall serve without compensation, for a term of one (1) or until their successors are elected; provided that board members may succeed themselves. Members of the Board shall receive no compensation for their services, unless expressly approved by unit owners having at least two-thirds (2/3) of the total votes of the Association.

(b) Vacancies. 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 20% of the votes of the Association requesting a meeting of then 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 filing the vacancy on the Board no later than thirty (30) days following the filing of the petition. Vacancies in the Board may be filled by the unanimous vote of the remaining members thereof.

(c) Quorum. Three (3) members shall constitute a quorum. Except as otherwise provided by the Condominium Property Act or in this Declaration, the property shall be managed by the Board and the Board shall act by majority vote of those present at this meetings when a quorum exists. At least four (4) meetings of the Board shall be held annually.

(d) Rules of Meetings. The Board of Managers may prescribe reasonable rules and regulations consistent with the provisions of the Condominium Property Act, and this Declaration for the conduct of all meetings of the Board. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

(e) Open Meetings. Meetings of the Board of Managers shall be open to any unit owners, 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

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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; provided, however, any vote on of these matters taken at the closed meeting or portion thereof, shall be taken at a meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at a meeting or portions thereof required to be open by this section by tape, film or other means and that the Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Copies of notices of meetings of the Board of Managers shall be posted in entrance ways, elevators, 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 entrance way 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. For purposes of these bylaws "meeting of the board" means any gathering of a majority of a quorum of the members of the board held for the purpose of discussing board business.

(f) (b) The Board shall elect from among its members, a President, who shall preside over both its meetings and those of the Association the voting members, a Secretary who shall keep the minutes of all meetings of the Board and of the Association voting members, and who shall in general perform all of the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account.

(g) (e) Any Board member may be removed from office by affirmative vote of the unit owners voting members having at least two-thirds (2/3) of the total vote, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by majority vote of the unit owners voting members at the same meeting or any subsequent meeting called for that purpose.

Section 6. General Powers and Duties of the Board. The Board of Managers shall exercise for the association all powers, duties and authority vested in the association by this Declaration or the Condominium Property Act except for such powers duties and authority reserved to the members of the association. The powers and duties of the board of managers shall include, but shall not be limited to, the following matters, the cost of which shall be paid for out of the maintenance fund; for the benefit of all the owners, shall acquire, and shall pay out of the maintenance fund hereinafter provided for, the following:

- (a) No change.
- (b) No change.
- (c) No change.
- (d) No change.
- (e) The services of any person or firm employed by the Board.
- (f) No change.

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(g) No change.

(h) No change.

(i) No change.

(j) The Board or its agents shall have the right to have access to each unit from time to time as may be necessary for the maintenance, repair or replacement of any common elements or any balcony or patio therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements, any balcony or patio or to another unit or units. The Board or its agents may enter any unit when necessary in connection with any maintenance or construction for which the Board is responsible. It may likewise also enter any balcony or patio for maintenance, repairs, construction or painting. Such entry Such access shall be made briefly and with as little inconvenience to the owners as is possible or practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

(k) The Board's powers hereinafter enumerated shall be limited in that the Board shall have no authority to acquire and pay out of the maintenance fund any capital addition or improvement (other than for purposes of replacement or restoring portions of the common elements, subject to all the provisions of this Declaration) having a total cost in excess of ONE THOUSAND (\$1,000.00) DOLLARS nor shall the Board authorize any structural alterations, capital addition to, or capital improvements of the common elements requiring an expenditure in excess of ONE THOUSAND (\$1,000) DOLLARS, without in each case the prior approval of unit owners the voting members holding two-third (2/3) of the total votes.

(l) to adopt and amend rules and regulations covering the details of the operation and use 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 and which conforms to the requirements of Section 3 of Article I of the By-Laws for meetings of unit owners; however, no rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution. The Board, at the direction of the voting members having two-thirds (2/3) of the total votes, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Development, and for the health, safety, comfort and general welfare of the owners and occupants of said Development. Written notice of such rules and regulations shall be given to all owners and occupants and the entire Development shall at all times be maintained subject to such rules and regulations.

In accordance with Federal Law 42 USC 3604 et seq. and in accordance with the Constitution of the State of Illinois; the FEPC Rules and Regulations of the State of Illinois Department of Human Rights and local laws, all condominium units shall be sold and operated on equal opportunity basis.

(m) to engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may

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~~approve. The Board may, after prior approval of the voting members having two-thirds (2/3) of the total votes, engage the services of an agent to manage the property to the extent deemed advisable by the Board.~~

~~(n) No change.~~

~~(o) Upon authorization by a two-thirds vote of the members of the Board or by the affirmative vote of unit owners holding not less than a majority of the total votes of the association at a meeting duly called for such purpose, the Board of Managers acting on behalf of all unit owners shall have the power to seek relief from or in connection with the assessment or levying of any real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, and to charge and collect all expenses incurred in connection therewith as common expense. The services of any person or firm employed by the Board;~~

~~(p) to exercise all other powers and duties of the board of managers or Unit Owners as a group referred to in the Condominium Property Act of the State of Illinois, and all powers and duties of a board of managers or a board of directors referred to in the Declaration, Articles of Incorporation, or these By-Laws;~~

~~(q) to pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium;~~

~~(r) record the dedication of a portion of the common elements to a public body for use as, or in connection with, a street or walkway where authorized by the unit owners under the provisions of Section 3(f) of Article V of this Declaration;~~

~~(s) record the granting of an easement for the laying of cable television cable where authorized by the unit owners under the provisions of Section 3(g) of Article V of this Declaration;~~

~~(t) record the granting of an easement to a governmental body for protection against water damage or erosion where authorized by the unit owners under the provisions of Section 3(h) of Article V of this Declaration;~~

~~(u) 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 violation of the Declaration, By-laws, and rules and regulations of the association;~~

~~(v) assign the association's right to future income, including the right to receive common expenses;~~

~~(w) reasonably accommodate the needs of a handicapped unit owner as required by the Federal Civil Rights Act of 1968, Illinois Human Rights Act and any applicable local ordinance in the exercise of its powers with respect to the use of common elements or approval of modifications in~~

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an individual unit; and

(x) to collect assessments due from unit owners without forbearance on the payment of such assessments.

(y) The Board of Managers shall require (1) that all officers, employees or other persons who either handle or are responsible for funds held or administered by the Association to furnish fiduciary insurance coverage which covers the maximum amount of funds that will be in the custody of the Association plus the Association reserve fund, the premium cost of which shall be paid by the association, and (2) 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 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, and shall at all times maintain a separate account for the reserve fund of each association, for the total operating funds of the Association managed by the management company, and for all other moneys of the management company. The management company shall at all times maintain records identifying all moneys of the association in its operating and reserve accounts.

For the purpose of this subsection, a management company shall be defined as a person, partnership, corporation, or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for a Unit Owner, unit owners or association of Unit Owners for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day to day operation and management of any property subject to these by-laws. For purposes of this subsection, the term "fiduciary insurance coverage" shall be defined as both a fidelity bond and directors' and officers' liability coverage, the fidelity bond in the full amount of Association funds and Association reserves that will be in the custody of the Association, and the directors and officers liability coverage at a level as shall be determined to be reasonable by the Board of Managers.

(z) 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.

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.

Section 7. No change.

Section 8. Documents to be Provided in the Event of a Resale of a Condominium Unit. 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 a prospective purchaser, upon demand, the following:

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- (a) A copy of the declaration, 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.
- (d) A statement of the status and amounts of any reserve for replacement fund and any portion of such fund earmarked for any specified project by the Board of Managers.
- (e) A copy of the statement of financial condition of the 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 balconies or terraces assigned thereto, by the prior unit owner 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 designed 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.

Article VI of the Declaration of Condominium Ownership and of Easement, Restrictions and Covenants for the Kenilworth Terrace Condominium is amended to read as follows:

Section 1. (a) Adoption of Annual Budget and Assessments. Each year on or before December 1, 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. The proposed annual budget shall include an indication of which portions of said proposed budget are intended for reserves, capital expenditures or repairs or payment of real estate taxes. Each unit owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board, a copy of the proposed annual budget. The Board shall adopt an annual budget prior to the beginning of the fiscal year. Each unit owner shall receive notice, in the same manner as is provided in this declaration for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment

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~~of an assessment, and shall on or before December 15th notify each owner in writing as to the amount of such estimate, with reasonable itemization thereof. Subsequent to the adoption of the annual budget, the Board shall distribute to each unit owner a copy of the adopted annual budget, setting forth with particularity all anticipated common expenses by category as well as all anticipated assessments and other income. The budget shall set forth each unit owner's common expense assessment. Said "estimated cash requirement" shall be assessed to the owners according to each owners percentage of ownership in the common elements as set in Exhibit "B". Or or before January 1st of the ensuing year, and the 1st of each and every month of said year, each owner jointly and severally, if there be more than one (1) owner for any unit, shall be obligated to pay to the Board as it may direct, 1/12th 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 year actually incurred and paid together with a tabulation of the amount collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenses 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 year's estimate, until exhausted, and any net shortage shall be added according to each owners percentage of ownership in the common elements to the installments due in the succeeding six months after rendering of the accounting.~~

(b) Unit Owner Review of Budget. If in a adopted annual or supplemental 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 at least 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 the 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 shall be deemed ratified, whether or not a quorum is present. 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.

Section 2. (b) Supplemental Budget. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimates which may become necessary during the year, shall be charged first against such reserves. If said estimated cash requirement proves inadequate for any reason, including non-payment of any owners assessment; the Board may at any time levy a further assessment, which shall be assessed to the owner according to each owner's percentage of 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. The Board shall serve notice of such further assessment on all owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly installment for maintenance which is due no more than ten (10) days after the delivery or mailing of such notice of further assessment; provided that such further assessment shall be subject to the provisions of Section 1(b) of this Article and, provided, further, that any such further assessment shall be subject to approval by the affirmative vote of unit

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owners having at least two-thirds (2/3) of the total votes at an Association meeting duly called for the purpose of approving the further assessment if it involves proposed expenditures resulting in a total payment assessed to a unit equal to the greater of five (5) times the unit's most recent common expense assessment calculated on a monthly basis or \$300.00. All owners shall be obligated to pay the adjusted monthly amount.

Section 3. (e) Budget of First Board. When the Board first elected hereunder takes office, it shall determine the 'estimated requirement', as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the owners during said period as provided in paragraph (a) Section 1(a) of this Article.

Section 4. Repeal Section 1(d) as Section 4.

Section 5. (e) Records of the Association. (a) The Board of Managers shall maintain the following records of the Association available for inspection and copying by the Unit Owners or their mortgagees and their duly authorized agents or attorneys at convenient hours of weekdays and at such other times as the office of the Association is scheduled to be open.

(1) Copies of the recorded Declaration, By-Laws, other condominium instruments 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.

(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.

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

(4) Ballots, proxies and other materials relating to all elections to 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 1 year.

(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.

(6) With respect to units owned by a land trust, the designation by a trustee in writing of the person to cast votes on behalf of the Unit Owners pursuant to Section XX of Article X of this Declaration, shall be maintained.

(b) Where a request for records under this Section is made in writing to the Board of Managers or its agent, failure to provide the requested record or to respond within 30 days shall be deemed a denial by the Board of Managers.

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AMENDMENTS TO THE DECLARATION OF PAGE 14 KENILWORTH TERRACE CONDOMINIUM

(c) A reasonable fee may be charged by the association or its Board of Managers for the actual cost of copying.

(d) If the Board of Managers fails to respond to a request for records pursuant to subsection (a) of this section within the time period provided in subsection (b) of this section, the unit owner may seek appropriate judicial relief including an award of attorney's fees and costs. The Board shall keep full and correct books of account 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. Such records and the vouchers authorizing the payments shall be available for inspection by any owner or any representative of any owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the owner.

(e) 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.

Section 6. Renumber Section 1(f) as Section 6.

Section 7. (g) (a) Association Rights and Remedies. If an owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, members of the Board of Managers may bring suit for and on behalf of themselves and as representatives of all owners, to enforce collection thereof or to foreclose the lien therefor as herein after provided; and there shall be added to the amount due, the costs of said suit, together with legal interest and reasonable attorney's fees to be fixed by court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the unit ownership of the owner involved when payable and may be foreclosed by an action brought in the names of the Board of Managers as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the "Condominium Property Act of Illinois" provided, however, that encumbrances owned or held by any Bank, Insurance Company or Savings and Loan Association shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered unit which become due and payable subsequent to the dates said encumbrancer either takes possession of the unit, accepts a conveyance of any interest therein, or has a Receiver appointed in a suit to foreclose its lien. 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 the common expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include: (1) the right to enforce the collection of such defaulting owner's share of such expenses, together with interest thereon, at the maximum rate permitted by law, late charges and all other fees and costs (including reasonable attorney's fees) incurred in the collection thereof; and (2) the right to take possession of such defaulting owner's interest in the property, to maintain for the benefit of all the 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.

AMENDMENTS TO THE DECLARATION OF PAGE 15 KENILWORTH TERRACE CONDOMINIUM

(b) Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the unit covered by his encumbrance and unless the request shall be complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance.

Section 8. Section 1(h) is renumbered as Section 8.

Section 5 of Article VIII of the Declaration of Condominium Ownership and of Easement, Restrictions and Covenants for the Kenilworth Terrace Condominium is amended to read as follows:

Section 5. ~~Consent of Unit Owners Voting Members.~~ The Board shall not exercise any option hereinabove set forth to purchase any unit ownership or interest therein without the prior unanimous written consent of all the unit owners voting members, excepting the members whose units are the subject of the option. The members of the Board or their duly authorized representatives, acting on behalf of the other unit owners, may bid to purchase at any sale of a unit ownership or interest therein which said sale is held pursuant to any order or direction of a court, upon the prior unanimous written consent of the unit owners voting members whose units are not subject to the sale, which consent shall set forth a maximum price which said Board or its said representatives are authorized to bid and pay for said unit or interest therein.

Section 7 of Article XIII of the Declaration of Condominium Ownership and of Easement, Restrictions and Covenants for the Kenilworth Terrace Condominium is amended to read as follows:

Section 7(a). Section 7 is renumbered as Section 7(a).

(b) If there is an omission or error in this declaration or other condominium instruments, the association may correct the error or omission by an amendment to the declaration or other condominium instrument including but not limited to such respects as may be required to conform to the Condominium Property Act or other applicable law, to conform the by-laws to the provisions of this declaration, and to correct inconsistent provisions in this declaration. Such action may be taken by vote of two-thirds of the members of the Board of Managers or by approval of unit owners holding a majority of the percentage interest in the common elements at a meeting of the unit owners called for that purpose. If an amendment is adopted by vote of two-thirds of the members of the Board of Managers, the Board upon written petition by unit owners with 20 percent of the percentage interest in the common elements filed within 30 days of the Board action shall call a meeting of unit owners within 30 days of the filing of the petition to consider the Board action. Unless a majority of the votes of the unit owners of the association are cast at meeting to reject the action, it shall be deemed ratified whether or not a quorum is present at said meeting.

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AMENDMENTS TO THE DECLARATION OF PAGE 16 KENILWORTH TERRACE CONDOMINIUM

Exhibit B to the Declaration of Condominium Ownership and of Easements Restrictions and Covenants for the Kenilworth Terrace Condominium Association is amended to read as follows:

EXHIBIT B

KENILWORTH TERRACE CONDOMINIUM

Unit No.	Current Percent	New Percent
101	1.204	1.228
102	1.195	1.219
103	1.440	1.468
104	1.164	1.187
105	1.106	1.128
106	1.183	1.206
107	0.786	0.801
108	0.786	0.801
109	1.195	1.219
110	0.817	0.822
111	1.195	1.219
112	1.204	1.228
201	1.204	1.228
202	1.195	1.219
203	1.440	1.468
204	1.164	1.187
205	1.156	1.179
206	1.183	1.206
207	1.250	1.275
208	1.250	1.275
209	1.195	1.219
210	1.432	1.460
211	0.829	0.845
212	1.535	1.565
213	1.195	1.219
214	1.204	1.228
301	1.204	1.228
302	1.195	1.219
303	1.440	1.468
304	1.164	1.187
305	1.156	1.179
306	1.183	1.206
307	1.250	1.275

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AMENDMENTS TO THE DECLARATION OF PAGE 17 KENILWORTH TERRACE CONDOMINIUM

308	1.250	1.275
309	1.195	1.219
310	1.432	1.460
311	0.829	0.845
312	1.535	1.565
313	1.195	1.219
314	1.204	1.228
401	1.204	1.228
402	1.195	1.219
403	1.440	1.468
404	1.164	1.187
405	1.156	1.179
406	1.183	1.206
407	1.250	1.275
408	1.250	1.275
409	1.195	1.219
410	1.432	1.460
411	0.829	0.845
412	1.535	1.565
413	1.195	1.219
414	1.204	1.228
501	1.215	1.239
502	1.206	1.230
503	1.458	1.487
504	1.175	1.198
505	1.179	1.202
506	1.195	1.219
507	1.261	1.286
508	1.261	1.286
509	1.206	1.230
510	1.458	1.487
511	0.837	0.853
512	1.558	1.589
513	1.206	1.230
514	1.215	1.239
G-1	1.006	0.000
G-2	0.040	0.000
G-3	0.040	0.000
G-4	0.028	0.029
G-5	0.028	0.000
G-6	0.039	0.000
G-7	0.039	0.000
G-8	0.039	0.000
G-9	0.039	0.000
G-10	0.039	0.000
G-11	0.039	0.000
G-12	0.039	0.000
G-13	0.039	0.000
G-14	0.039	0.000
G-15	0.039	0.000

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AMENDMENTS TO THE DECLARATION OF PAGE 18 KENILWORTH TERRACE CONDOMINIUM

G-16	0.039	0.000
G-17	0.039	0.000
G-18	0.039	0.000
G-19	0.039	0.040
G-20	0.039	0.000
G-21	0.039	0.000
G-22	0.039	0.000
G-23	0.039	0.000
G-24	0.039	0.000
G-25	0.039	0.000
G-26	0.039	0.000
G-27	0.039	0.040
G-28	0.039	0.000
TH A	1.556	1.587
TH B	1.556	1.587
TH C	1.556	1.587
TH D	1.556	1.587
TH E	1.556	1.587
TH F	1.556	1.587
TH G	1.556	1.587
TH H	1.556	1.587
TH K	1.556	1.587
TH L	1.556	1.587
TOTAL	100.000	100.000

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AMENDMENTS TO THE DECLARATION OF PAGE 19 KENILWORTH TERRACE CONDOMINIUM

IN WITNESS WHEREOF, the said Association has caused ~~its corporate seal to be affixed to the instrument~~ its name to be signed by these presents by its President and attested by its Secretary this 31st day of December, 1991.

Kenilworth Terrace Association
an Illinois not-for-profit corporation

John M. Vogel
President

ATTEST:

Joseph W. Townsend
Acting Secretary and Treasurer

STATE OF ILLINOIS

COUNTY OF COOK

)
) SS
)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named President and Acting Secretary and Treasurer of the Kenilworth Terrace Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Acting Secretary and Treasurer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth; and the said Acting Secretary and Treasurer then and there acknowledged that said Acting Secretary and Treasurer, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Acting Secretary and Treasurer's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal December 31, 1991.

91696279

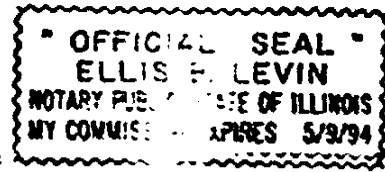
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AMENDMENTS TO THE DECLARATION OF PAGE 20
KENILWORTH TERRACE CONDOMINIUM



Notary Public



Prepared by Ellis B. Levin
Lamet, Kazwit & Davis
600 South Federal Street
Suite 201
Chicago, Illinois 60605

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RETURN

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LAMET, KANWITA DAVIS
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