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## AMENDMENT TO THE DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP FOR

### WEATHERSFIELD LAKE QUADRO HOMES CONDOMINIUM ASSOCIATION

This document is recorded for the purpose of amending the Declaration Establishing A Plan For Condominium Ownership (hereafter the "Declaration") for Weathersfield Lake Quadro Homes Condominium Association (hereafter the "Association"), which Declaration was recorded on January 30, 1973, as Document No. 22203942, in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A", which is attached hereto and made a part hereof.

This Amendment is adopted pursuant to the provisions of Section 27 of the Illinois Condominium Property Act, Ill. Rev. Stat. (1983), ch. 39, par. 327, effective July 1, 1984. This Declaration, By-laws or other condominium instrument, the association may correct the error or omission by an Amendment in order to conform to the provisions of the Condominium Property Act. The Amendment may be adopted by a vote of two-thirds (2/3) of the members of the Board of Managers unless, the Board's action is rejected by a majority of the votes of the Unit Owners at a meeting of the Unit Owners duly called for that purpose by a written petition of the Unit Owners having twenty percent of the votes of the association filed within thirty days after the action of the board to approve the amendment.

#### RECITAL

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

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

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

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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 August 2, 1992, approved this Amendment to the Declaration; and

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

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

NOW, THEREFORE, the Declaration Establishing A Plan For Condominium Ownership for Weatherfield Lake Quadro Homes Condominium Association is hereby amended in accordance with the text as set forth in Exhibit "B" and "C", which is attached hereto and made a part hereof.

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



This instrument was prepared by: Schain, Firsel & Burney, Ltd.  
222 North LaSalle Street  
Suite 1910  
Chicago, Illinois 60601

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EXHIBIT "A"  
LEGAL DESCRIPTION

## 1. Condominium Area:

Lots 1, 2 and 3 in Weathersfield Lake Quadro Homes, being a subdivision in the Northwest Quarter of Section 21, Township 41 North, Range 10, East of the Third Principal Meridian, except that part of Lot 1 aforesaid lying Southwesterly of a line described as follows: commencing at a point in the South line of said Lot 1, 945.62 feet East of the most Southwest corner of Lot 1 aforesaid; (said point being a corner point of Lot 1 aforesaid) thence North 35° 19' 51" East 46.58 feet; thence North 90° East 97.66 feet; thence South 2° 54' 58" West 156.29 feet to a point of curve, thence Southeasterly along a curve line convex Southwesterly and having a radius of 65.70 feet for a distance of 94.48 feet; thence South 10° 31' 29" West 149.51 feet to a point on the Southerly line of said Lot 1 (being 159.70 feet East measured along the Southerly line of said Lot 1 from the most Northwest corner of Lot 4 in Weathersfield Lake Quadro Homes, being a sub-division of the Northwest Quarter of Section 21 aforesaid and except the part of Lot 2, lying Northeasterly of a line described as follows: commencing at the intersection point of the Westerly line of Salem Drive and line 20 feet North (measured at right angles) of and parallel with the Lot line between Lots 1 and 2 thence Westerly along said parallel line (having a bearing South 89° 56' 40" West 131.99 feet; thence North 0° 03' 20" West 216.89 feet to a point on the Northerly line of Lot 2 aforesaid, all in Cook County, Illinois.

## 2. Added Condominium Area:

That part of Lot 1 in Weathersfield Lake Quadro Homes, being a subdivision in the Northwest Quarter of Section 21, Township 41 North, Range 10, East of the Third Principal Meridian, lying Southwesterly of a line described as follows: commencing at a point in the South line of said Lot 1, 945.62 feet East of the most Southwest corner of Lot 1 aforesaid; (said point being a corner point of Lot 1 aforesaid) thence North 35° 19' 51" East 46.58 feet; thence North 90° East 97.66 feet; thence South 2° 54' 58" West 156.29 feet to a point of curve; thence Southeasterly along a curve line convex Southwesterly and having a radius of 65.70 feet for a distance of 94.48 feet; thence South 10° 31' 29" West 149.51 feet to a point on the Southerly line of said Lot 1 (being 159.70 feet East measured along the Southerly line of said Lot 1 from the most Northwest corner of Lot 4 in Weathersfield Lake Quadro Homes, being a subdivision of the Northwest Quarter of Section 21 aforesaid) and that part of Lot 2 in Weathersfield Lake Quadro Homes, being a subdivision in the Northwest Quarter of Section 21, Township 41 North, Range 10, East of the Third Principal Meridian, lying Northeasterly of a line described as follows: commencing at the intersection point of the Westerly line of Salem Drive and Line 20 feet North (measured at right angles) of and parallel with the Lot line between Lots 1 and 2, thence Westerly along said parallel line (having a bearing South 89° 56' 40" West) 131.99 feet; thence North 0° 3' 20" West 216.89 feet to a point on the Northerly line of Lot 2 aforesaid, all in Cook County Illinois.

## 3. Amended Legal Description to Read as follows:

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Lots 1, 2 and 3 in Weathersfield Lake Quadro Homes, being a subdivision in the Northwest Quarter of Section 21, Township 41 North, the Third Principal Meridian, in Cook County, Illinois.

P.L.N. Nos: 07-21-100-012-1001 thru 07-21-100-012-1460 Inclusive.

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## EXHIBIT "B"

### TEXT OF THE DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP AND BY-LAWS FOR

#### WEATHERSFIELD LAKE QUADRO HOMES CONDOMINIUM ASSOCIATION

1. Paragraph 11 is hereby deleted in its entirety and replaced with the following:

"11. 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 a 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. 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; any action brought to extinguish the lien of the association shall include the Association as a party."

2. Paragraph 12 is hereby amended by adding the following:

"12. The provisions of the Illinois Condominium Property Act, the Declaration, Bylaws, other condominium instruments and Rules and Regulations that relate to the use of the individual unit or the Common Elements shall be applicable to any person leasing a unit and shall be deemed to be incorporated in any lease executed or renewed on or after the effective date of this amendatory Act of 1984 of the Illinois Condominium Property Act. With regard to any lease entered into subsequent to the effective date of this amendatory Act of 1989 of the Illinois Condominium Property Act, the unit owner leasing the unit shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action, jointly against the tenant and the unit owner, an Association may seek to enjoin a tenant from occupying a unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lesser-owner to comply with the leasing requirements prescribed by this Section or by the Declaration, Bylaws, and Rules and Regulations. The Board of Managers may

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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 other breach by tenant of any Covenants, Rules, Regulations or Bylaws."

3. Paragraph 16 is hereby amended by adding the following:

"16. A majority of more than fifty percent (50%) of the unit owners 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."

4. Paragraph 30 is hereby amended by adding the following:

"30. The unit owners' Association shall be named as defendant on behalf of all unit owners in any eminent domain proceeding to take or damage property which is a Common Element and which includes no portions of any units or limited Common Elements. The Association shall act therein on behalf of all unit owners. Nothing contained herein shall bar a unit owner or mortgagee or lienholder from intervening in the eminent domain proceeding on his own behalf."

5. Paragraph 37 is hereby amended by adding the following:

"37. Within 15 days of the recording of a mortgage or trust deed against a unit ownership given by the owners of that unit to secure a debt, the owner shall inform the Board of Managers of the identity of the lender together with a mailing address at which the lender can receive notices from the Association."

6. Paragraph 41 is hereby added and states as follows:

"41. 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 and attorneys:

- (1) Copies of the recorded Declaration, Bylaws, other condominium instruments and any amendment, Articles of Incorporation of the Association, annual reports and Rules and Regulations adopted by the Association or its Board of Managers shall be available.

- (2) Detailed accurate records in chronological order of the receipt and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements any other expenses

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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 of Managers shall be maintained. The Association shall maintain these minutes for a period of not less than seven (7) years.

(4) Ballots and proxies related thereto for 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 one (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, if a trustee designates, in writing, a person to cast votes on behalf of the unit owner, that designation shall remain in effect until a subsequent document is filed with the Association.

(7) 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 thirty (30) days shall be deemed a denial by the Board of Managers.

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

(9) If the Board of Managers fails to provide records properly requested under subsection (a) within the time period provided in subsection (b), the unit owner may seek the appropriate relief including an award of attorneys' fees and costs."

7. Paragraph 42 is hereby added and states as follows:

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



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8. Paragraph 43 is hereby added and states as follows:

"43. In the event of any resale of a condominium unit by a unit owner other than the developer, such owner shall obtain from the Board of Managers and shall make available for inspection to the prospective purchaser, upon demand, the following:

(1) A copy of the Declaration, Bylaws, and other condominium instruments and any Rules and Regulations.

(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 as authorized and limited by provisions of Section 9 of this Act or the condominium instruments.

(3) A statement of any capital expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.

(4) A statement of the status and amount of any reserve for replacement fund and any portion of such fund earmarked for any specified project by the Board of Managers.

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

(6) A statement of the status of any pending suit or judgment in which the Association is a party.

(7) A statement setting forth what insurance coverage is provided for all unit owners by the Association.

(8) (a) A statement that any improvements or alterations made to the unit, or the Limited Common Elements assigned thereto, by the prior unit owner are in good faith believed to be in compliance with the condominium instruments.

(b) The principal officer of the unit owners' Association or such other officer as is specifically designated shall furnish the above information when requested to do so in writing and within thirty (30) days of the request.

(c) Within fifteen (15) days of the recording of a mortgage or trust deed against a unit ownership given by the owner of that unit to secure a debt, the owner shall inform the Board of Managers of the

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unit owner's Association of the identity of the lender together with a mailing address at which the lender can receive notices from the Association.

(9) The identity and mailing address of the principal officer of the unit owner's Association or of the other officer or agent as is specifically designated to receive notices.

A reasonable fee covering the direct out-of-pocket cost of providing such information and copying may be charged by the Association or its Board of Managers to the unit seller for providing such information."

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## EXHIBIT "C"

### AMENDMENT TO BYLAWS FOR

#### WEATHERSFIELD LAKE QUADRO HOMES CONDOMINIUM ASSOCIATION

1. Article II, Section 1 is hereby amended by adding the following:

"In the event of resale of a condominium unit, the purchaser of a unit from a seller other than the Developer pursuant to an installment contract to purchase, shall, during such times as he or she resides in the unit, be counted towards a quorum for purposes of election of members of the Board of Managers at any meeting of the unit owners called for purposes of electing members of the Board, shall have the right to vote for the election of the members of the Board of Managers, and to be elected to and serve on the Board of Managers unless the seller expressly retains in writing any or all such rights. In no event may seller and purchaser both be counted towards a quorum, be permitted to vote for a particular office and be elected to and serve on the Board. Satisfactory evidence of an installment contract shall be made available to the Association or its agent. For purposes of this subparagraph "installment contract" shall have the same meaning as set forth in Section 1(e) of "An Act Relating to Installment Contracts to Dwelling Structures", approved August 11, 1967 as amended. Where there is more than one owner of a unit, if only one of the multiple owners is present at a meeting of the Association, he or she shall be entitled to cast all the votes allocated to that unit. If more than one of the multiple owners are present, the votes allocated to that unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There shall be presumed to be a majority agreement when any one of the multiple owners casts the votes allocated to that unit without protest being made promptly to the person presiding over the meeting by any of the owners of the unit."

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

"Section 3. Quorum. The presence, in person or by proxy, of twenty percent (20%) of the unit owners at any meeting of the Association shall constitute a quorum unless the unit owners holding a majority of the percentage interest in the Association provide for a higher percentage."

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3. Article II, Section 4 is hereby deleted in its entirety and replaced with the following:

"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 eleven months from the date of its execution, unless otherwise provided in the proxy. Every proxy must bear the date of execution. Any proxy distributed for Board elections gives unit owners the opportunity to designate any person as the proxy holder and gives the unit owner the opportunity to express a preference for any of the known candidates for the board or to write in a name."

4. Article III, Section 4 is hereby deleted in its entirety and replaced with the following:

"Section 4. Special Meetings. Special meetings of the members can be called by the President, Board of Managers or by twenty percent (20%) of the unit owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. 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 owners present, either in person or by proxy."

5. Article III, Section 5 is hereby deleted in its entirety and replaced with the following:

"Section 5. Notice of Meetings. Written notice of any membership meeting shall be mailed or delivered giving members no less than ten (10) and no more than thirty (30) days' notice of the time, place, and purpose of such meeting."

6. Article IV, Section 1 is hereby deleted in its entirety and replaced with the following:

"Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons."

7. Article IV, Section 3 is hereby deleted in its entirety and replaced with the following:

"Section 3. Other Duties. In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

(a) Operation, care, upkeep, maintenance, replacement and improvement of the Common Elements; however, nothing in this subsection (a) shall be deemed to invalidate any provisions in the Association's condominium instruments

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placing limits on expenditures for capital additions to or capital improvements to the Common Elements (other than for purposes of repairing, replacing or restoring portions of the Common Elements) by the Board without prior approval of the unit owners; for purposes of this subsection (a), capital additions and capital improvements shall include structural and non-structural additions and improvements;

(b) preparation, adoption, and distribution of the annual budget for the property;

(c) levying of assessments;

(d) collection of assessments from unit owners;

(e) employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;

(f) obtaining adequate and appropriate kinds of insurance;

(g) owning, conveying, encumbering, leasing and otherwise dealing with units conveyed to or purchased by it;

(h) keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the property;

(i) 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 unit or units;

(j) pay 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, which are authorized by law to be assessed and levied upon the real property of the condominium;

(1) 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) record the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the unit owners under the provision of Section 14.2 of the Illinois Condominium Property Act;

(n) record the granting of an easement for the laying of cable television cable where authorized by the unit owners under the provisions of Section 14.3 of the Illinois Condominium Property Act;

(o) 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 or changes of the State of Illinois or any political subdivision thereof or of any unlawful taxing or assessing body;

(p) 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 the Common Elements or approval of modifications in an individual unit, and

(q) to establish and maintain a system of master metering of public utility services and to collect payments in connection therewith subject to the requirements of the Tenant Utility Payment Disclosure Act."

8. Article IV, Section 5 is hereby amended by adding the following:

If there are multiple owners of a single unit only one of the multiple owners shall be eligible to serve as a member of the Board at any one time. The Board of Managers may disseminate to Unit Owners biographical and background information about candidates for election to the Board if: (1) no preference is expressed in favor of any candidate; and (2) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated; 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. All elections are to be at large."

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9. Article IV, Section 6 is hereby deleted in its entirety and replaced with the following:

"Section 6. Vacancies. The method of filling vacancies on the Board or among the Officers which shall include authority for the remaining members of the Board to fill the vacancy by two-thirds vote until the next annual meeting of unit owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by unit owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the unit owners to fill the vacancy for the balance of the term, and that a meeting of the unit owners shall be called for purposes of filling a vacancy on the Board 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 such a meeting."

10. Article IV, Section 9 is hereby deleted in its entirety and replaced with the following:

"Section 9. Regular Meetings. Meetings of the Board shall be open to any Unit Owner except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board of Managers finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings or portions thereof required to be open by tape, film, or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recording. Notice of such meetings shall be mailed or delivered to Board members at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. In addition, copies of notices of meeting of the Board of Managers shall be posted in entrances, elevators, or other conspicuous places in the condominium at least forty-eight (48) hours prior to the meeting of the Board of Managers except where there is no common entrance for seven (7) or more Units, the Board of Managers may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but the Board shall meet at least four times annually."



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11. Article IV, Section 10 is hereby deleted in its entirety and replaced with the following:

"Section 10. Special Meetings. Special meetings of the Board of Managers can be called by the President or twenty-five percent (25%) of the Members of the Board."

12. Article IV, Section 13 is hereby deleted in its entirety and replaced with the following:

"Section 13. Fidelity Bonds. The Association shall maintain fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage available to protect funds in the custody or control of the Association plus the Association reserve fund. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage available to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and a management company. The Association shall be the direct obligee of any such fidelity bond. A management company holding reserve funds of an Association shall at all times maintain a separate account for each Association, provided, however, that for investment purposes, the Board of Managers of an Association may authorize a management company to maintain the Association's reserve funds in a single interest bearing account with similar funds of other associations. The management company shall at all times maintain records identifying all moneys of each association in such investment account. 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. Such operating and reserve funds held by the management company for the Association shall not be subject to attachment by any creditor of the management company."

13. Article IV, Section 14 is hereby added and states as follows:

"Section 14. Contracts with Board Members. 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 twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to unit owners within twenty (20) days after a decision is made to enter the contract and the unit owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the unit

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owners, for an election to approve or disapprove the contract. Such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition."

14. Article V, Section 6 is hereby amended by adding the following:

"The Secretary of the Association is hereby designated as the person to mail and receive all notices as provided for in the Illinois Condominium Property Act and in this Declaration."

15. Article VI, Section 1 is hereby amended by adding the following:

"Any nonrecurring 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 assessment shall be subject to approval by the affirmative vote of at least two-thirds (2/3) of the unit owners voting at a meeting of unit owners duly called for the purpose of approving the assessment if it involves proposed expenditures resulting in a total payment assessed to a unit equal to the greater of five (5) times the unit's most recent common expense calculated on a monthly basis of three hundred dollars (\$300.00)."

16. Article VI, Section 6(g) is hereby deleted in its entirety and replaced with the following:

"(g) The Board shall have the authority 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 purposes 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 12(b) of the Illinois Condominium Property Act, and no quorum is required at such meeting of the unit owners; provided, 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; nor may any rules or regulations conflict with the provisions of the Illinois Condominium Property Act or the Association's condominium instruments."

17. Article X, Section 2 is deleted in its entirety and replaced with the following:

"Section 2. Budget. The Board of Managers shall annually supply to all unit owners an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for capital

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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. The Board shall cause to be prepared and adopted annually a budget. Each unit owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board of Managers, a copy of the proposed annual budget together with an indication of which portions are intended for capital expenditures or repairs or payment of real estate taxes. Each unit owner shall receive notice, in the same manner as provided for in the Condominium Property Act for membership meetings, of any meeting of the Board of Managers concerning the adoption of the proposed annual budget or any increase or establishment of an assessment. If an adopted budget requires an assessment against the unit owners in any fiscal or calendar year exceeding one-hundred fifteen percent (115%) of the assessments for the preceding year, the Board of Managers, upon written petition by unit owners with twenty percent (20%) of the votes of the Association filed within fourteen (14) days of the Board action, shall call a meeting of the unit owners within thirty (30) days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the unit owners are cast at the meeting to reject the budget, it is ratified, whether or not a quorum is present. In determining whether assessments exceed one-hundred fifteen percent (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.

All budgets adopted by a Board of Managers on or after July 1, 1991 shall provide for reasonable reserves for capital expenditures and deferred maintenance for repair or replacement of the Common Elements. To determine the amount of reserves appropriate for an Association, the Board of Managers shall take into consideration the following: (i) the repair and replacement cost, and the estimated useful life, of the property which the Association is obligated, including but not limited to structural and mechanical components, surfaces of the buildings and Common Elements, and energy systems and equipment; (ii) the current and anticipated return on investment of Association funds; (iii) any independent professional reserve study which the Association may obtain; (iv) the financial impact on unit owners, and the market value of the condominium units, of any assessment increase needed to fund reserves; and (v) the ability of the Association to obtain financing and refinancing."

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STATE OF ILLINOIS     )  
                              )SS  
COUNTY OF COOK        )

We, the undersigned, are two-thirds of the members of the Board of Managers of the Weathersfield Lake Quadro Homes Condominium Association established by the aforesaid Declaration of Condominium Ownership. By our signatures below, we hereby consent to this Amendment to the Declaration. In witness whereof, we have signed this document and cast our votes in favor of this amendment at a duly called meeting of the Board of Managers held on April 2, 1992.

*Sally [Signature]*

*Clarence R. Boutler*

BOARD OF MANAGERS OF  
WEATHERSFIELD LAKES QUADRO HOMES  
CONDOMINIUM ASSOCIATION

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## CERTIFICATE OF SECRETARY

I, FRANCES B. WEBER, Secretary of the Weathersfield Lake Quadro Homes Condominium Association, a not-for-profit corporation incorporated under the laws of the State of Illinois, hereby certify as follows:

1. The foregoing is a full, true, and correct copy of a certain Amendment to the Declaration Establishing A Plan For Condominium Ownership for the Weathersfield Lake Quadro Homes Condominium Association which Amendment was duly and regularly approved and consented to at a meeting of the Board of Managers of the corporation as required by law, and by the Declaration and By-Laws of the corporation, at the premises commonly known as Weathersfield Lake Quadro Homes, on April 2, 1992, at which meeting a quorum were present and at least two-thirds (2/3) of the members of the Board of Managers voted in favor of such Amendment.

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

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

IN WITNESS WHEREOF, I have set my hand as such Secretary, and affixed the seal of the corporation on April 2, 1992.

(SEAL)

By: Frances B. Weber

Secretary

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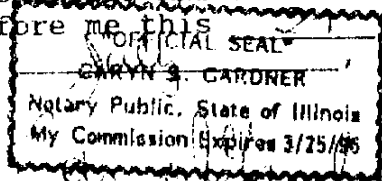
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STATE OF ILLINOIS     )  
                              )SS  
COUNTY OF COOK        )

I, FRANCES B. WEBER, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of the Weathersfield Lake Quadro Homes Condominium Association, and that a copy of the foregoing amendment, either was delivered personally to each unit owner at the Association, or was sent by regular U.S. Mail, postage prepaid, to each unit owner in the Association at the address of the unit or such other address as the owner has provided to the Board of Managers for purposes of mailing notices. I further state that the unit owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amendment to the Declaration.

Frances B. Weber  
Secretary of the Association

SUBSCRIBED AND SWORN to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 1992.



\_\_\_\_\_  
Notary Public

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COOK COUNTY RECORDER

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