

COOK COUNTY, ILLINOIS  
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**FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
PURSUANT TO THE CONDOMINIUM PROPERTY ACT  
732 WEST BRIAR PLACE CONDOMINIUM**

45-EX

THIS FIRST AMENDMENT TO DECLARATION is made and entered into by 100% of the Unit owners (collectively, "Developer") of 732 West Briar Place Condominium.

**R E C I T A L S**

A. By Declaration of Condominium (the "Declaration") recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 24878918, Cosmopolitan National Bank of Chicago n/k/a Cosmopolitan Bank and Trust, as Trustee under Trust Agreement dated October 12, 1971 and known as Trust No. 19897 (the "Trustee") submitted certain real estate commonly known as 732 W. Briar Place, Chicago, Illinois 60657 (the "Property"), legally described in Exhibit B attached hereto and incorporated herein, to the provisions of the Illinois Condominium Property Act (the "Act").

B. The undersigned, being the Owners of 100% of the units located on the Property, desire to amend certain provisions of the Declaration as specifically set forth herein and adopt bylaws (the "Bylaws") for the administration of an association for the Property (the "Association").

C. Below paragraphs 1 through 5 of this First Amendment shall be deemed as additional paragraphs 1 through 8 respectively of Article III of the Declaration, and below paragraphs 6 through 7 of this First Amendment shall be deemed as additional paragraphs 7 through 8 respectively of Article V of the Declaration.

NOW, THEREFORE, the undersigned hereby declare that the Declaration be and hereby is amended as follows and as provided in above paragraph C:

1. The Limited Common Elements shall refer to the portions of the Common Elements reserved in the Declaration for the exclusive use of one or more Unit Owners, but less than all Unit Owners.

The Limited Common Elements appurtenant to a Unit include without limitation: (a) perimeter doors and windows of the Unit; (b) the interior surface of perimeter walls, ceilings and floors which define the boundary planes of the Unit and all associated fixtures and structures therein as lie outside the Unit boundaries; (c) any system or component part thereof (such as heating, cooling, ventilating, electrical, plumbing or water systems) which serves a Unit exclusively to the extent

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that such system or component part is located outside the boundary planes of such Unit; and (d) storage space.

2. Except as provided for herein, the maintenance of the roof shall be a Common Element expense borne by the Association.
3. Notwithstanding anything contained in the Declaration to the contrary, the whole roof of the Property shall be a Limited Common Element appurtenant to Unit 3. Any expense relating to the maintenance, repair, alteration and improvement of, for example, a roof deck or room addition serving said unit, including but not limited to the cost of repair to the underlying roof which repair is necessary because of the construction, maintenance, repair or alteration of the roof deck or room addition, shall be borne solely by the owner of Unit 3.

Except where repairs to or improvement of the roof deck or room addition are required under the previous provision, the Association shall have the responsibility for the ongoing maintenance and repair of the underlying roof; provided, however, to the extent the repair of the portion of the roof underlying any roof deck or overlying any room addition is greater than it would have been had no roof deck or room addition been constructed, the additional cost shall be assessed against the owner of Unit 3.

4. No Unit Owner, without the prior written consent of all Unit Owners, shall have the right to build a new, fourth unit on the Property.
5. Any construction done by any Unit Owner shall be done in accordance with all City of Chicago building ordinances and pursuant to applicable permits and zoning regulations. Notwithstanding anything herein requiring approval of any new construction by the appropriate agencies of the City of Chicago, the owner of Unit 3 shall also be required to procure the prior approval of all the other condominium owners, which approval shall not be unreasonably withheld, (i.e., the "remaining owners") as to the exterior aesthetics and/or appearance of any major construction requiring a building permit, other than roof decks, skylights, antennas and the like, said owner(s) or his/her agent or contractors may erect on the roof of the subject premises. For the purposes of carrying out the provisions of this paragraph, the owner of Unit 3 shall submit, to the remaining owners, a copy of his/her architectural plans and a sketch of the proposed construction at least fifteen (15) days before submitting same to the City of Chicago Building

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Department for permit approval, or if no building permit is required, then thirty (30) days in advance of construction. In the event a building permit is required by the City of Chicago for the construction which the owner of Unit 3 proposes to erect on the roof, he shall also advise the remaining owners of any changes required by the City of Chicago and procure the written approval of the remaining owners to said changes from an aesthetic and/or appearance point of view.

The owner of Unit 3 shall also not put up any structure on the roof which shall structurally impair any other portion of the condominium building.

6. Notwithstanding anything contained in the Declaration to the contrary, until such time as a Unit is sold, the Board may consist of two Unit Owners and one outside director. Upon sale of the first Unit, the purchaser of said Unit shall become director on the Board replacing the outside director.
7. The Developer hereby adopts and approves the Bylaws to govern the administration of the Association and the Property. Said Bylaws are attached hereto as Exhibit A and incorporated herein.
8. All the provisions of the Declaration, except as amended hereby, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this First Amendment to Declaration to be executed this 17<sup>th</sup> day of May, 1993.

Herman Lazar  
Herman Lazar  
Owner of Units 1, 2 & 3

732 WEST BRIAR PLACE

Debbie Lazar  
Debbie Lazar  
Owner of Units 1, 2, 3

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STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

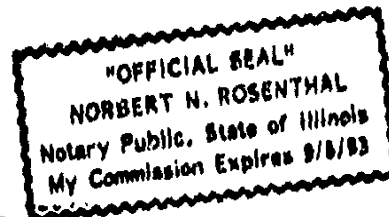
I, NORBERT N. ROSENTHAL a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Herman Lazar and Debbie Lazar, the owners of 732 West Briar Place Condominium, appeared before me this day in person and acknowledge that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17<sup>th</sup> day of May, 1993.

Norbert N. Rosenthal  
Notary Public

My Commission Expires:

9/5/93



THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

Horwood, Marcus & Braun Chartered  
333 West Wacker Drive  
Suite 2800  
Chicago, Illinois 60606  
Attn: Daniel S. Kohn

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## CONDOMINIUM

### BY-LAWS

These By-Laws govern the administration of 732 West Briar Place Condominium, a condominium created by a Declaration of Condominium Ownership (the "Declaration") recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 24878918 and dated as of the 14th day of March, 1979, made by Cosmopolitan National Bank of Chicago, now known as Cosmopolitan Bank and Trust, a national banking association, as Trustee under a Trust Agreement dated October 12, 1971 and known as Trust No. 19897. For purposes of these By-Laws, the definitions of terms contained in the Declaration shall apply, unless and to the extent the definitions of terms contained herein shall conflict with those in the Declaration, in which case the definitions contained herein shall control.

### ARTICLE I

Section 1. The Association shall have one class of membership comprised of all Unit Owners.

Section 2. With respect to each Unit Ownership, only one individual shall be entitled to vote (the "Voting Member") at any meeting of the Unit Owners. Each Voting Member must be:

- (a) The Unit Owner, or one of the Unit Owners, of the Unit Ownership such Voting Member represents; or
- (b) The beneficiary, or one of the beneficiaries, of the Unit Owner which owns the Unit Ownership such Voting Member represents; or
- (c) a person designated to act as proxy by the Unit Owner, or by the beneficiary of the Unit Owner, of the Unit Ownership which such Voting Member represents.

Any proxy designation of an individual to act as a Voting Member shall be made by written notice from a Unit Owner or the beneficiary of a Unit Owner to the Board. Such proxy shall be revocable at any time by written notice from such Unit Owner or beneficiary to the Board and such proxy shall be automatically revoked by actual notice to the Board of the death or judicially declared incompetence of such designating Unit Owner or beneficiary. The Developer or its agent shall be the Voting Member with respect to any Unit Ownership owned by Declarant.

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**Section 3.** Any Unit Owner may be present at any meeting of the Voting Members. Any Voting Member may, at any meeting of the Voting Members, vote or take any other action as a Voting Member, either in person or by written proxy delivered to the Board. The total number of votes of all Voting Members shall be 100, and each Voting Member shall be entitled to the number of votes equal to the percentage of ownership interest in the Common Elements constituting the Unit Ownership which such Voting Member represents.

**Section 4.** Meetings of the Voting Members shall be held at the Property or such other place in the City of Chicago, Illinois as may be designated in any notice of a meeting. The presence at any such meeting in person or by proxy of Voting Members having at least sixty-six (66) votes shall constitute a quorum. Unless otherwise expressly provided in these By-Laws, any action to be taken by the Voting Members may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of Voting Members having a majority of the total votes present at such meeting; provided, however, that when thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage (or fractional) vote of Voting Members required by these By-Laws or by the Act shall require the specified percentage (or fraction) by number of Units rather than by percentage (or fraction) of interest in the Common Elements allocated to Units that would otherwise be applicable.

**Section 5.** The following actions shall require the affirmative vote of one hundred percent (100%) of the total votes present at a special meeting of the Voting Members at which one hundred percent (100%) of the voting members are present:

- (a) merger or consolidation of the Association; or
- (b) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association; or
- (c) the purchase, sale, lease or sublease of land or of Unit Ownerships on behalf of all Unit Owners.

**Section 6.** In the case of fire or other disaster in which at least one-third (1/3) of the Units are rendered uninhabitable, if the insurance proceeds are insufficient to Reconstruct, the Voting Members may elect to Reconstruct upon the affirmative vote of two-thirds (2/3) of the total votes present at a special meeting called for such purpose at which a quorum is present. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any, otherwise, such meeting shall be held within ninety (90) days of the occurrence of such fire or disaster. At such meeting, the Board, or its

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representative, shall present to the Voting Members present, an estimate of the cost of Reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

Section 7. In the case of fire or other disaster affecting any portion of the Property, if the insurance proceeds are insufficient to Reconstruct, or in the case of a condemnation action or eminent domain proceeding affecting any portion of the Property, the Voting Members may elect to withdraw the affected portion of the Property from the Act and the Condominium Instruments upon the affirmative vote of two-thirds (2/3) of the total votes present at a special meeting called for such purpose at which a quorum is present. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims or the final order in the condemnation action, or if no final order or adjustment of insurance claims, then such meeting shall be held within ninety (90) days of the occurrence of such fire or disaster.

Section 8. The initial meeting of the Voting Members shall be held on the date which is not less than ten (10) nor more than thirty (30) days after written notice of such meeting is given to all Unit Owners by Developer, which date shall in no event be later than the earliest to occur of the following dates:

- (a) the day which is sixty (60) days after the conveyance by Declarant of two-thirds (2/3) of the Units, or
- (b) the day which is three (3) years after the date upon which the Condominium Instruments are recorded in the Office of the Recorder of Deeds of Cook County, Illinois, or
- (c) the day Developer elects to relinquish sole control of the Board and transfer such control to the Unit Owners.

After the initial meeting, an annual meeting of the Voting Members shall be held at 7:30 P.M. on the first anniversary date of the initial meeting, and at 7:30 P.M. on each subsequent anniversary date of the initial meeting thereafter, or at such other reasonable time and/or date (not more than thirty (30) days before or after such specified date for such meeting) as may be designated in written notice given by the Board to all the Voting Members not less than ten (10) nor more than thirty (30) days prior to the specified date for such meeting. One of the purposes of the annual meeting of the Voting Members shall be the election of Board members.

Section 9. Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by

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the terms of the Act or the Condominium Instruments require the approval of all or some of the Voting Members, or for any other reasonable purpose. Unless otherwise provided in the Act or the Condominium Instruments, special meetings of the Voting Members may only be called by written notice, authorized by the Board, the President of the Association or by the Voting Members having at least two-thirds (2/3) of the votes, given to all of the Voting Members not less than ten (10) nor more than thirty (30) days prior to the date specified for such meeting in such notice. Such notice shall specify the date, time and place of the special meeting and the matters to be considered. Matters to be submitted at special meetings of the Voting Members shall be first submitted to the Board, at least ten (10) days prior to the special meeting, which shall then submit the matters to the Voting Members.

Section 10. Notices of each meeting of the Voting Members shall set forth the time, place and purpose of such meeting. Each such notice shall be delivered either personally or by regular mail to all individuals entitled to vote at such meetings, addressed to each of such individuals at the address given by him to the Board for the purpose of service of such notice, or addressed to the Unit of the Unit Ownership with respect to which such voting right appertains, if no address has been given to the Board.

## ARTICLE II

Section 1. Until the election of the initial Board by the Voting Members, the rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board by the Act and the Condominium Instruments shall be held and performed by Developer.

Section 2. Until such time as at least two (2) of the Units are sold to parties unrelated by blood or marriage to any existing Unit Owner or the Developer, any action taken by the Board shall require the unanimous consent of all Unit Owners.

Section 3. The Board shall consist of as many members (hereinafter referred to as "directors") as there are Units, except that until the election of the initial directors at the initial meeting of the Voting Members, the directors listed in the Articles of Incorporation of the Association, or any replacement directors which have been appointed by the Developer, shall serve as directors. At the initial meeting of the Voting Members the Voting Members shall elect the members of the initial Board from among the Unit Owners. At the initial meeting of Voting Members and thereafter, each member of the Board shall be a Unit Owner; provided, if a Unit Owner is a corporation, partnership, trust or legal entity other than a natural person or persons, then any officer or director of such corporation, partner of such



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partnership, beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

Section 4. The members of the Board elected at the initial meeting of the Voting Members shall serve until the first annual meeting of the Voting Members. Upon the expiration of the terms of office of the members of the Board elected at the initial meeting of the Voting Members and thereafter, successors shall be elected for a term of one year each. No member of the Board shall be elected for a term of more than two years, but any member of the Board may succeed himself. The members of the Board shall receive no compensation for their services. Meetings of the Board shall be called, held and conducted in accordance with these By-Laws and such rules and regulations as the Board may adopt from time to time.

Section 5. All elections to the Board shall be made by the Voting Members by a written ballot. Each Voting Member shall be entitled to cast his vote or votes for one individual for each vacancy on the Board to be filled. No cumulative voting shall be permitted. The candidates receiving the highest number of votes with respect to the number of directors to be elected shall be deemed to be elected.

Section 6. The Board shall elect the following from among its members:

- (a) a President who shall preside over both its meetings and those of the Voting Members, and who shall be the chief executive officer of the Board and who shall execute on behalf of the Board and the Association all amendments to the Condominium Instruments as provided for in the Act and the Condominium Instruments;
- (b) a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general, perform all the duties incident to the office of Secretary, including mailing and receiving notices; and
- (c) a Treasurer to keep the financial records and books of account.

The term of office of each officer shall be coterminate with his term as a member of the Board. No officer shall be elected for a term of more than two years but any officer may succeed himself.

Section 7. Any member of the Board may be removed from office, with or without cause, by the affirmative vote of the Voting Members having at least sixty-six (66) votes at any special

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meeting called for such purpose. A member of the Board may resign at any time by submitting his written resignation to the Board. If a member of the Board (other than a member selected by the Developer prior to the initial meeting of Voting Members) ceases to be a Unit Owner, he shall be deemed to have resigned as of the date of such cessation. A successor elected by the Voting Members to fill the vacancy created by such removal or resignation shall serve the balance of his predecessor's term.

Section 8. After the Board is elected, any agreements, contracts, leases, vouchers for payment of expenditures and other instruments to be signed by or on behalf of the Board shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President or Vice-President and countersigned, if required, by the Treasurer.

Section 9. The Board shall have regular quarterly meetings on the first Tuesday of every third month after the initial meeting of the Voting Members; provided, however, the Board may, by resolution, change the day and hour of such regular meetings. If the day for the regular meeting shall fall upon a civil or religious holiday, the meeting shall be held at the same hour on the first day following which is not a holiday. Regular meetings shall be held at a location at the Property or at such other place in the City of Chicago, Illinois, as the Board shall determine.

Section 10. Special meetings of the Board may be called by or at the request of the President or any two (2) members of the Board. The individual or individuals authorized to call special meetings of the Board may fix any place within the City of Chicago, Illinois, as the place for holding any special meeting of the Board called by them.

Section 11. All meetings of the Board shall be open to all Unit Owners. Notice of any meeting of the Board shall be mailed or delivered at least seventy-two (72) hours prior to such meeting date by written notice delivered personally or sent by mail to each member of the Board and each Unit Owner at his address as shown by the records of the Board. Copies of notices of meetings of the Board shall be posted in entrance ways or other conspicuous places in the Buildings at least seventy-two (72) hours prior to the meeting of the Board. Any person entitled to notice of any meeting of the Board may waive such notice in writing before the meeting is convened. The attendance of a member of the Board at any meeting shall constitute a waiver of notice of such meeting, except where a member of the Board attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

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Section 12. A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of those members of the Board present at a meeting of the Board at which a quorum is present shall be the act of the Board, except where otherwise provided by the Act or the Condominium Instruments.

Section 13. Any vacancy occurring in the Board, including any vacancy due to any increase in the number of persons on the Board, shall be filled by election by the Voting Members at an annual or special meeting of the Voting Members. Any vacancy among the officers shall be filled by special election by the Board.

## ARTICLE III

Section 1. All carpeting, tile, linoleum, parquet, hardwood, marble, slate or other floor coverings installed in any Unit must be installed in accordance with such standards and specifications as the Board may have adopted at the time of such installation for the purpose of minimizing the transmission of sound between the Units and in addition, each Unit Owner shall comply with such rules and regulations as the Board may from time to time adopt requiring carpeting of floor surfaces in Units or other measures which the Board deems necessary or appropriate for the purpose of minimizing the transmission of sound between the Units.

Section 2. No Unit Owner shall overload the electric wiring in any Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the sole judgment of the Board, an unreasonable disturbance to others, or connect any machine, appliance, accessory or other device or equipment to the heating or plumbing system without the prior written consent of the Board.

Section 3. Each Unit Owner shall deliver to the President, a key to one entrance door to his Unit, which shall be used by the Board for entry into such Unit only in an emergency situation and after all reasonable efforts to contact the Unit Owner have been made.

Section 4. The Board may adopt rules and regulations from time to time governing the use and enjoyment of the Property which the Board in its sole discretion deems necessary or appropriate.

## ARTICLE IV

Subject to Article II, Section 2 of these By-Laws and the Act, these By-Laws may be amended from time to time upon the affirmative vote of Voting Members owning at least two-thirds (2/3) of the votes at a meeting called for that purpose; provided, however, that each one of the particulars set forth in these By-Laws which is

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required under the Act, as amended from time to time, shall be embodied in these By-Laws.

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## LEGAL DESCRIPTION

Units 1, 2, and 3 in 732 West Briar Place Condominium as delineated on a survey of the following described real estate: Lot 31 in R. R. Clarkes addition to Lakeview, being a subdivision of part of Lot 1 in Bickerdike and Steeles subdivision of the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as document 24878918 together with its undivided percentage interest in the common elements, in Cook County, Illinois.

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P.I.N.

14-28-100-030-1001  
1002  
1003

Commonly known as:

732 Briar Pl.

Chicago, Ill. 60657

EXHIBIT "B"

Units 1-3