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. COOK COUNTY RECORDER

AMENDMENT & CORRECTION TO DECLARATION  
OF CONDOMINIUM OWNERSHIP AND BYLAWS,  
EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR MARI-AMEL CONDOMINIUM  
CITY OF BURBANK, COOK COUNTY, ILLINOIS  
FILED AS DOCUMENT NO. 96385055 ON  
DATED MAY 21, 1996

THIS AMENDED & CORRECTED DECLARATION, made by PETER WASYLIW AND  
ZINA WASYLIW d/b/a/ MARI-AMEL CONDOMINIUM, amends the following  
pages of the Declaration of Condominium Ownership and Bylaws,  
Easements, Restrictions and Covenants dated MAY 21, 1996:  
Pages 14, 29, 39 (as per attachment).

**Legal Description:**

Lot 3 in Mayhew Subdivision of Part of the West Half of  
the Southwest Quarter of Section 31, Township 38 North, Range  
13 East of the Third Principal Meridian, in Cook County,  
Illinois.

Commonly known as: 8630 S. Sayre Avenue  
Burbank, Illinois

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This instrument prepared by:

PETER BURBAN  
Attorney at Law  
6509 S. Kedzie Avenue  
Chicago, Illinois 60629  
312-436-0081



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the units, or to any personal property located in the units or common elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

7. Notice. The Board of Managers shall notify insured persons concerning the cancellation of insurance obtained pursuant to the terms of this article.

## ARTICLE VII

### ADMINISTRATION AND OPERATION

1. Administration. The administration of the property shall be vested in the Board of managers consisting of the number of persons, and who shall be elected in the manner, provided in the by-laws contained herein, as Articles XIV, XV, XVI, XVII and XVIII. The Declarant, after the recording of this declaration, shall cause to be incorporated under the laws of the State of Illinois, a not-for-profit corporation (herein referred to as "The Association") under the name of MARY-AMEL CONDOMINIUM, or a similar name, which corporation shall be the governing body for all the unit owners for the maintenance, repair, replacement, administration, and operation of the common elements and for such other purposes as are hereinafter provided. The Board of Directors of the Association shall be deemed to be the Board of Managers referred to herein and in the Act. Upon the formation of the Association, every Unit Owner shall be a member therein, which membership shall automatically terminate upon the sale, transfer or other disposition of such Unit Owner's Unit Ownership at which time the new Owner shall automatically become a member therein.

2. Duties and Powers of the Association. The unit owner's association is responsible for the overall administration of the property through its duly elected Board of Managers. The duties and powers of the Association and its Board shall be those set forth in its Articles of Incorporation, the by-laws, and this Declaration; provided, however, that: (i) the terms and provisions of the Act shall control in the event of any inconsistency between the Act, on the one hand, and this declaration, the Articles of Incorporation and the by-laws on the other hand; (ii) the terms and provisions of this declaration shall control in the event of any inconsistency between this declaration, on the one hand, and the Articles of Incorporation and the bylaws on the other hand.

3. Liability of the Board of Managers. Neither the members of the Board nor the officers shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers, except for any acts or omissions found by a court to constitute willful misconduct in the performance of duty. The Unit Owners (and, to the extent permitted by law, the Association) shall indemnify and

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purpose of such a civic association shall be to express and lobby for the civic views of the component condominium associations in the BURBANK communities. An additional purpose of such a civic association may be to use the bargaining power provided by the collective membership to seek reduced rates for lawn maintenance, snow removal and other services required by the component condominium associations. Upon the Board's affirmative vote to enter the association into such a civic association, each unit owner shall be assessed annually by the Board and nominal amount for membership dues in the civic association. Such an assessment shall become a lien on the owner's unit when due and payable similar to the lien created by assessments for common expenses when due and unpaid.

(cc) The Board of Managers in a condominium with 30 or more units shall require (1) that all officers, employees or other persons who either handle or are responsible for funds held or administered by the association shall furnish fiduciary insurance coverage which covers the maximum amount of funds that will be in 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 associated reserves that will be in 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 each reserve fund, for the total operating funds of the association managed by the management company. The management company may hold all operating funds of associations which it manages in single operating account but shall at all times maintain records identifying all moneys of each association in such operating account.

For the purpose of this subparagraph 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 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 this Act. For purposes of this subparagraph the term "fiduciary insurance coverage" shall be defined as both a fidelity bond in the full amount of association funds and the directors and officers liability coverage at a level as shall be determined to be reasonable by the board of managers, if not otherwise established by the declaration or by-laws.

## ARTICLE XIV MEMBERS (UNIT OWNERS)

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constructed by Developer) shall be affixed to or placed in, through or upon the exterior walls, doors, windows, or roof or any part thereof, without the prior written consent of the Board.

6. Window Treatment. The use and covering of the interior surfaces of the windows and doors appurtenant to the units in the buildings, whether by draperies, shades, or other items visible from the exterior of their buildings, shall be subject to the rules and regulations of the Board. The exterior side of all draperies and shades visible from the exterior of any building shall be white or off white.

7. Floor Coverings. In order to enhance the soundproofing of the buildings, the floorcovering for all occupied units shall meet a certain minimum standard as may be specified by rules and regulations of the Board.

8. Pets, etc. No animals, reptiles, rabbit, livestock, fowl, or poultry of any kind shall be raised, bred or kept in any unit or in the common elements, except that dogs, cats, or other household pets may be kept in units, subject to rules and regulations adopted by the Board, provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the Board. Owners and occupants having pets within their Units shall comply with all CITY of BURBANK ordinances governing such animals. No dog, cat, or other household pet shall be permitted on the property at any time if such animal exceeds forty (40) pounds. Pets must be leashed at all times while on the Common Elements. Owners shall be limited to one dog and one cat per unit.

9. Nuisances. No noxious or offensive activity shall be carried on in any unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.

10. Unsightliness. No clothes, sheets, blankets, laundry, or any kind of other articles shall be hung out or exposed on any part of the common elements. The common elements shall be kept free and clear of rubbish, debris, and other unsightly materials.

11. Commercial Activities. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained, or permitted in any unit.

12. "For Sale" and "For Rent" Signs. No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or

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