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RESULTS OF VOTE ON AMENDED BY-LAWS
FEBRUARY, 1997

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Twenty-One ("21") votes having been cast on the question of whether to amend the existing Michigan Park Condominium Association By-Laws, Exhibit "C" to the Declaration of the Condominium, ("By-Laws"), and twenty-one ("21") votes having been cast on the question of whether to amend paragraph 19 of the Declaration of the Condominium, and 75.804% of the membership having voted to so amend the By-Laws and the Declaration, the attached Amended By-Laws dated December, 1996 now replace the pre-existing By-Laws and the attached amended paragraph 19 shall be incorporated into the Declaration of the Condominium.

DEPT-01 RECORDING \$53.00
T#0003 TRAN 8065 04/30/97 09:22:00
#1070 = DN # - 97 - 301765
COOK COUNTY RECORDER

The Michigan Park Condominium Association is the owner in fee simple of a certain parcel of real estate in the City of Evanston, County of Cook, State of Illinois, commonly known as 1201-1213 Michigan Avenue, 205-207 Hamilton Avenue, Evanston, Illinois, legally described as:

Lot 11 and 12 in Stockam's subdivision of Block 2 in Bliss's addition to Evanston in E 1/2 of NE 1/4, of Section 19, Township 41 north, Range 14, east of Third Principal Meridian, in Cook County, Illinois, commonly known as 205-207 Hamilton Street and 1201-13 Michigan Avenue, Evanston, Illinois.

Condominium Declaration Registration Number: 23705298

MPCA Property Tax Identification Number: 36-2895806

Individual Unit PIN Numbers:

205 Hamilton: 205 Unit 1: 11-19-205-012-1001

205 Unit 2: 11-19-205-012-1002

205 Unit 3: 11-19-205-012-1003

207 Hamilton: 207 Unit 1: 11-19-205-012-1004

207 Unit 2: 11-19-205-012-1005

207 Unit 3: 11-19-205-012-1006

1201 Michigan: 1201 Unit 1: 11-19-205-012-1007

1201 Unit 2: 11-19-205-012-1008

1201 Unit 3: 11-19-205-012-1009

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RECORDING FEE \$ 53.00
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1203 Michigan: ⁰¹²1203 Unit 1: 11-19-205-102-1010
⁰¹²1203 Unit 2: 11-19-205-102-1011
⁰¹²1203 Unit 3: 11-19-205-102-1012

1205 Michigan: ⁰¹¹1205 Unit 1: 11-19-205-102-1013
⁰¹¹1205 Unit 2: 11-19-205-102-1014
⁰¹¹1205 Unit 3: 11-19-205-102-1015

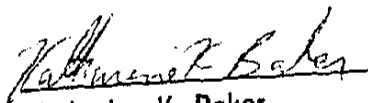
1207 Michigan: ⁰¹¹1207 Unit 1: 11-19-205-102-1016
⁰¹¹1207 Unit 2: 11-19-205-102-1017
⁰¹¹1207 Unit 3: 11-19-205-102-1018

1209 Michigan: ⁰¹¹1209 Unit 1: 11-19-205-102-1019
⁰¹¹1209 Unit 2: 11-19-205-102-1020
⁰¹¹1209 Unit 3: 11-19-205-102-1021

1211 Michigan: ⁰¹¹1211 Unit 1: 11-19-205-102-1022
⁰¹¹1211 Unit 2: 11-19-205-102-1023
⁰¹¹1211 Unit 3: 11-19-205-102-1024

1213 Michigan: ⁰¹¹1213 Unit 1: 11-19-205-102-1025
⁰¹¹1213 Unit 2: 11-19-205-102-1026
⁰¹¹1213 Unit 3: 11-19-205-102-1027

Submitted



Katharine K. Baker
President, Michigan Park Condominium Association

April 30, 1997
Date

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**Michigan Park Condominium Association
Amended By-Laws
December, 1996**

ARTICLE I

Section 1. The Board.

The direction and administration of the Property shall be vested in a Board of Directors (hereinafter referred to as the "Board"), consisting of five (5) persons who shall be elected in the manner hereinafter provided. The Board shall meet on the second Tuesday of every month in a prearranged unit in the building unless otherwise arranged.

Section 2. Unit Votes.

Each unit is entitled to one vote, the weight for which shall be accorded per that unit's percentage interest in the common elements, as delineated in Exhibit B to the Declaration. The total number of unit vote shares shall be equal to one hundred (100). A unit vote may be cast in person or by proxy.

Section 3. Meetings.

(a) **General Membership Meetings.** All unit owners may be present at any general meeting of the voting members. A quorum shall exist if at least twenty percent (20%), or six (6) voting members are present. Meetings of the general membership shall be held at the Property or, if the Property location is infeasible, elsewhere in the city of Evanston.

(b) **Annual Meeting.** Unless otherwise specified, the annual meeting of the general membership shall be held at the Property on the second Tuesday in November at 7:00 pm for the purpose of counting votes and installing the new Board members. Any change in date or

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location must be posted no less than thirty (30) days prior to the second Tuesday in November.

(c) Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by voting members having one-fourth (1/4) of the total shares and delivering notice not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

(d) Notices of Meetings. Notices of meetings required pursuant to these By-laws may be delivered either personally or by mail to the persons entitled to vote at such meetings and addressed to each such person at the address given by him or her to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains if no address has been given to the Board.

ARTICLE TWO

Board of Directors

Section 1. Voting Procedure.

At each annual meeting, the five unit owners who have received the greatest proportion of the votes in the most recent Board election shall be elected to the Board for a term of one (1) year. Each member of the Board shall be one of the Unit Owners. Only one (1) multiple owner may serve on the Board at any one time. Board election results shall be tabulated in the following manner. Each unit is entitled to up to N choices, with each choice being

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weighted as $1/N$ of that unit's share. N shall not be greater than 5. For instance, if a unit casts five (5) votes ($N=5$), then each person voted for would receive .2(unit share vote). If the unit casts only one vote ($N=1$), the person voted for would receive the entire unit share vote.

Section 2. Vacancies.

If a single vacancy on the Board arises within the term, the unit owners who placed sixth and seventh respectively in the last Board election shall be offered the vacancy. If the vacant position is declined by both the sixth and seventh place finishers, the Board, by two thirds (2/3) vote, may fill the vacancy until the next annual meeting, subject to a petition filed by twenty percent (20%) of the unit owners to call a meeting to fill the vacancy for the remainder of the term.

Section 3. Officers.

The Board shall elect from its members a President, a Secretary and a Treasurer. The President shall preside over all meetings of the Board and the General Membership and shall act as Chief Executive Officer of the Board. The Secretary shall keep the minutes of all Board meetings and all meetings of the General Membership. The Treasurer shall keep the financial records of the Association. Members of the Board shall receive no compensation for their services as Board members.

Section 4. Decision-Making.

Except as otherwise provided in the By-Laws, the Property shall be managed by the Board and the Board shall act by majority vote of those Board members present at any meeting when a quorum of Board members exists. A quorum exists if at least half of the board members are present. Meetings of the Board may be called, held and conducted in

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accordance with such regulations as the Board may adopt. The Board shall provide forty-eight (48) hours prior notice to the Unit Owners for all meetings.

Section 5. Powers.

The Board shall have the following additional powers and duties:

(a) to engage the services of a manager or managing agent and operate the Property for all the Unit Owners upon such terms and with such authority as the Board may approve;

(b) to formulate policies for the administration, management and operation of the Property;

(c) to adopt rules and regulations, subject to a Unit Owners' meeting to discuss the proposed rule before adoption by the Board, governing the administration, management, maintenance, operation, use, conversion and beautification of the Property and pertaining to the health, comfort, safety and general welfare of the Unit Owners;

(d) to provide for any construction, alteration, installation, maintenance, repair, painting and replacement for which the Board is responsible under the Declaration and By-Laws and for such purposes to enter and to authorize entry into any Unit and/or Limited Common Element, causing as little inconvenience to the Unit Owner as practicable and repairing any damage caused by any such entry at the expense of the maintenance fund;

(e) to provide for the designation, hiring and removal of employees and other personnel, including lawyers and accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent);

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(f) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses as hereinafter provided;

(g) to pay out of the maintenance fund for the following:

(i) Water, waste removal, gas electricity and other necessary utility services which are not separately metered;

(ii) The services of a manager or managing agent or any other person or firm employed by the Board;

(iii) Maintenance, repair and replacement of the Common Elements.

(h) to bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for common expenses under the Act, or at a sale pursuant to an order or direction of a court, or other involuntary sale. The Board may make such a bid only if approved by a three quarter percentage of unit ownership.

(i) to exercise all other powers and duties of the Board of Managers or Unit Owners as a group referred to in the Declaration, these By-Laws or the Condominium Property Act of the State of Illinois.

ARTICLE III

Assessments

Section 1. Budget.

Each year on or before November 30th, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies that 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 Board shall, on or before December 1st, notify each Unit Owner in

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writing of the amount of such estimate, with reasonable itemization thereof. The Board shall adopt the budget at the January Board meeting, after all Unit Owners have received thirty (30) days notice of that meeting.

The annual budget shall take into account the estimated net available cash income for the year from the operation or use of the Common Elements. Assessments necessary to cover costs and contingencies shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" attached to the Declaration. On or before January 1st, and on the 1st of each and every month of said year, each Unit Owner shall be obligated to pay to the Board or as it may direct, one-twelfth (1/12) 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 Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year, a tabulation of the amounts collected pursuant to the estimates provided, and a showing of the net amount over or short of the actual expenditures plus reserves.

Section 2: Delinquency.

Failure to pay one's monthly assessment by the fifteenth (15th) of any month shall render a Unit Owner subject to a twenty-five dollar (\$25) late fee. An additional ten dollars (\$10) fee shall be assessed for each additional month that such Unit Owner remains in arrears. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the amount of any delinquent and unpaid charges or assessments, in addition to interest, costs, fees and expenses, including attorney's fees associated with the collection of delinquent payments and unpaid charges, shall become a lien or charge against the said Unit Owner's Unit, to the extent permitted by law. The members of the Board, on behalf of themselves and as representative of all Unit Owners, may sue to enforce collection of such

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unpaid charges, assessments, interest, costs, fees and expenses or to foreclose any lien resulting from nonpayment. Said lien shall take effect and be in force when and as provided in the Condominium Property Act of Illinois. Said lien shall be prior to all other liens, except for encumbrances on the interest of such Unit Owner recorded prior to the Unit Owner's default in payment which, by law, would be a lien thereon; provided, however, that a mortgagee who receives title to a Unit by deed in lieu of foreclosure, by 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 common expenses assessed from and after the first day of the month after the 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. All purchasers of a Unit at a judicial foreclosure sale have the duty to pay the Unit's proportionate share of common expenses from and after the first of the month following the judicial foreclosure sale. 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 Ownership covered by such encumbrance. 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.

The default of a Unit Owner for a period of thirty (30) days shall be considered a violation of a condition and regulation adopted by the Board and shall give the Board all rights assumed by the Board when such violations of conditions and regulations occur.

Section 3. Unit Owner Responsibility.

No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-usage of the Common Elements or abandonment of his Unit.

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Section 4. Reserve.

The Board shall build up and maintain a reasonable reserve ("Reserve") of not less than two and one-half (2 1/2) times its monthly income in assessments. This Reserve shall be used for contingencies and replacements which may become necessary during the year.

Extraordinary expenditures not originally included in the annual budget shall be payable first from such Reserve.

Section 5: Accounting.

The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements. Such records and the vouchers authorizing the payments shall be available for the inspection by a Unit Owner, or any duly authorized representative of a Unit Owner, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee not to exceed fifteen dollars (\$15.00), any Unit 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. Special Assessments.

Each Unit Owner shall receive notice, in the manner as provided in the Act for membership meetings, of any meeting of the Board of Managers, concerning the adoption of a special assessment. If any separate assessment adopted by the Board would result in a sum of all regular and special assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and special assessments payable during the preceding fiscal year, the Board of Managers, upon written petition by the Unit Owners with twenty percent (20%) of the votes of the Association, delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of Unit Owners within thirty (30) days of

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the date of delivery of the petition to consider the special assessment. Unless a majority of the total votes of the Unit owners are cast at the meeting to reject the separate special assessment, it is ratified. Special assessments for expenditures relating to emergencies or mandated by law, may be adopted by the Board of Managers without being subject to Unit Owner approval. As used herein, "emergency" means an immediate danger to the structural integrity of the common elements or to the life, health, safety or property of the Unit Owners. Assessments for additional and alterations to the common elements or to Association owned property not included in the adopted budget, shall be separately assessed, and are subject to approval of two-thirds (2/3) of the total votes of all Unit Owners. With respect to multi-year assessments, not relating to an emergency or additions and alterations to the common elements assessed over more than one (1) year, the entire amount of the multi-year assessments shall be deemed considered and authorized in the first year in which the assessment is approved.

Section 7. Damage Deposit.

Upon signing a Contract for Sale of his or her Unit, a Unit Owner shall pay to the Board a damage deposit of three hundred dollars (\$300) to cover any damage that may be done pursuant to said Unit Owner's move out of the Property. The three hundred dollars, less any deductions for damage, shall be due from the Board to the moving Unit Owner once the move is completed.

ARTICLE IV

General Provisions

Section 1. Storage.

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- (a) Except as hereinafter expressly provided, nothing shall be stored in the Common Elements without the consent of the Board. The Board can, at its discretion, revoke prior consent to storage. Notwithstanding consent by the Board, all property stored in any storage areas shall be at the sole risk of the respective unit owner who is using the common elements for storage. Neither the Board nor any other unit owner(s) shall be considered a bailee or otherwise responsible for any items stored in the common elements.
- (b) No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which would violate any law or result in the cancellation or increase of insurance on the building or its contents.
- (c) The Board may assign to any unit owner the exclusive privilege to use for storage purposes any portion of the building designated for such purposes.
- (d) The Board may designate certain areas of the Common Elements to be used as community storage areas for certain designated items such as bicycles and lawn furniture.
- (e) Any property stored in the Common Elements without prior approval, as herein provided, may be confiscated and sold at auction by the Board.
- (f) Washing Machines and Dryers that are not being used on a regular basis may not be stored in the Common Elements.

Section 2. Waste.

Any Unit Owner who causes damage to any Common Elements, including Common Elements designated to that Owner for storage purposes shall be liable to the Board for such damage.

Section 3. Common Elements and Limited Common Elements.

There shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior consent of the Board except as herein expressly provided. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or

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exposed on any part of the Common Elements or Limited Common Elements. The Common Elements shall be kept free and clean of rubbish, debris and other unsightly materials. Each unit owner shall be obligated to maintain and keep his own unit, its interior surfaces, its windows and doors, and the patio or balcony which he or she has the exclusive right to use and occupy, if any, in good, clean order and repair, and, where applicable, free and clear of snow, ice and accumulation of water.

Section 4. Signs and Windows.

No signs of any kind shall be displayed in windows with a Hamilton or Michigan exposure. No awning, canopy, shutter, radio or television antenna shall be placed on any window or exterior wall anywhere in or on the building. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board. Unless specifically permitted by the Board, no air conditioners or window boxes shall be permitted in windows with a Hamilton or Michigan exposure.

Section 5. Common Expenses and Utilities.

No Unit Owner shall commit or allow to be committed a waste of water, hot water, heat or any other service or utility which is paid for as a Common Expense. No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance of others. Nor shall any unit owner connect any machines, appliances, accessories or equipment to the heating or air-conditioning system or plumbing system, without prior written consent of the Board.

Section 6. Building Integrity.

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Nothing shall be done in any unit or in, on or to the Common Elements which will impair the structural integrity of the building.

Section 7. Offensive Activity.

Offensive activity may not 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 any excessive annoyance or nuisance to the other Unit Owners or Occupants. The Board may, at its discretion, determine what constitutes offensive activity or nuisance.

Section 8. Pets.

Unit Owners may keep up to two (2) cats in their Unit without Board Approval. No dogs will be allowed in the building except for those dogs currently living in the building with approval. A Unit Owner wishing to keep any other animal or fowl as a pet must get Board approval. All pet behavior will be subject to limitations on nuisance and offensive activity, as those terms are defined by the Board. The Board may expel any pet that it finds to be offensive or a nuisance.

Section 9. Rental Provisions.

(a) The Board must approve all rentals. Copies of all leases must be submitted to the Board. On a grandfathered basis, the Unit at 207 Hamilton, #1 is exempt from the provisions in this paragraph.

(b) Unit owners who are leasing their Unit must provide evidence of insurance on the Unit to the Board and maintain this insurance for the duration of the lease. Tenants must comply with all by-laws of the association. Failure of tenants to comply with the rules and

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regulations of the Condominium Association constitutes a legitimate reason for the Board to withhold further permission to lease.

Section 10. Home Offices.

Unit Owners may use their Units as home offices to the extent such use complies with existing law and to the extent that such use does not significantly increase traffic in people, parking demands, mail delivery, particularly large parcel delivery, or increased numbers of people with key access to the Property.

Section 11. Forced Entry.

If a Unit Owner has not provided a Board Member with a key to his or her Unit, the Board has the right to forceful entry, at the owner's expense, in the case of an Emergency.

Section 12. Notice.

Any person or persons entitled to notice pursuant to these By-Laws or the Declaration may waive the right to such notice in writing. This written waiver shall be deemed equivalent to the giving of such notice. All Unit Owners are responsible for reading all minutes, notices or other messages that are delivered by the Board to said Unit Owner's Unit or to such address as said Unit Owner provides to the Board for notice purposes.

ARTICLE V

Amendments

These By-Laws may be amended or modified from time to time by action or approval of the voting members having not less than two-thirds (66 and 2/3%) in the aggregate in interests of the undivided ownership of Common Elements, provided however, that no

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provision in these By-laws may be amended or modified so as to conflict with the provisions of the Condominium Property Act. Such amendments shall be recorded in the Office of the Recorder of deeds of the county wherein the property is located, or if required, shall be filed in the Office of the Registrar of Title of Cook County, Illinois.

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Proposed Amendment to the
DECLARATION OF CONDOMINIUM
PURSUANT TO THE CONDOMINIUM PROPERTY ACT

MICHIGAN PARK CONDOMINIUM

DECEMBER, 1996

PROPOSED AMENDMENT to Paragraph 19: The first paragraph of Paragraph 19 shall be replaced as follows:

Unit Owners may use their Units as home offices to the extent such use complies with existing law and to the extent that such use does not significantly increase traffic in people, parking demands, mail delivery, particularly large parcel delivery, or increased number of people with key access to the Property.

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