



Bristol Court Condominium Association

Bristol Court Condominium Association

Declaration, By-Laws, and Amendments





Bristol Court Condominium Association

DECLARATION OF CONDOMINIUM

PURSUANT TO THE CONDOMINIUM PROPERTY ACT

BRISTOL COURT

This Declaration made and entered into this 29th day of April 1974 by BRISTOL COURT VENTURE, a limited partnership thereafter sometimes referred to as 'the Developer'.

WITNESSETH

WHEREAS, the Developer is the owner in fee simple of certain real estate, hereinafter described in Park Ridge, Cook county, Illinois and

WHEREAS, the Developer intends to and does hereby submit such real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto to the provisions of the Illinois Condominium Property Act and

WHEREAS, the Developer desires to establish certain rights and easements in over and upon said real estate for the benefit of itself and all future owners of any part of said real estate and any unit or units thereof or therein contained and to provide for the harmonious, beneficial and proper use and conduct of the property and all units and

WHEREAS, the Developer desires and intends that the several unit owners, mortgages, occupants and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth. All of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the property.

NOW, THEREFORE, the Developer DECLARES as follows:

1. **Definitions**

- a. The following words and terms, whenever used herein shall have the same meaning as provided for such words and terms in Section 2 of said Condominium Property Act: 'Parcel', 'Property', 'Unit', 'Common Elements',



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- 'Person', 'Unit Owner', 'Majority', 'Minority of unit owners, 'Plat', 'Record'
- b. The words 'Parking area' whenever used herein mean the area provided for parking automobiles, as shown, or referred to on the Plat.
 - c. The words 'Parking space' means a portion of the parking area intended for the parking of a single automobile.
 - d. "Building' means the building or buildings located on the parcel and containing the Units.
 - e. The word 'Occupant' means a person, or persons, other than an owner in possession of one or more units.
 - f 'Developer' means American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated August 15, 1977, and known as Trust No. 41060, the beneficiary of such Trust and their successors and assigns.
(Amended 1978)
2. **Legal Description of Parcel.** The parcel hereby submitted to the provisions of the Condominium Property Act is legally described as follows
- Parcel 1
- All of Lot 'A' in Sellergren's Bristol Court being a subdivision of parts of Lots 8 and 10 in the owner's partition of Lots 30 to 33 in the County Clerk's division of the Northwest $\frac{1}{4}$ of Section 34. Township 41 North. Range 12. East of the Third Principal Meridian according to the plat thereof recorded June 10, 1966, as document 19852990 in Cook County, Illinois.
- ALSO
- Parcel 2
- All first addition to Sellergren's Bristol Court, being a Subdivision of Lot 5 (including that part thereof falling in Lot 1 of Decanini Resubdivision as recorded on November 7, 1963, as Document No. 18964943) and Lot 7 except the West 327.60 feet thereof in owner's partition of Lots 30, 31, 32 and 33 of the County Clerk's Division of the Northwest quarter of Section 34, Township 41 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.
3. **Description of Units.** All units are delineated on the Plat attached hereto as Exhibit C and made a part of this Declaration. The legal description of each unit shall consist of the identifying number of such unit as shown on the Plat, which units are legally described on Exhibit A attached hereto and made a part hereof. An owner may at their own expense, subdivide or combine units and locate or relocate common elements affected or required thereby, in accordance with the requirement of the Condominium Property Act. (Amended 1985)



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4. ***Ownership and Use of the Common Elements.*** Each unit owner shall own an undivided interest in the percentage set forth in Exhibit D attached hereto and made a part hereof, in the common elements as a tenant in common with all the other unit owners and except as otherwise limited in this Declaration, shall have the right to use the common elements for all purposes incident to the use and occupancy of his unit as a place of residence and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his unit. Such right to use the common elements shall extend to each unit owner, his agents, tenants, family members and invitees and shall be subject to the Condominium Property Act, the provisions of this Declaration and the rules and regulations adopted from time to time by the Board. Subject to the provisions of the Declaration, the Board may lease or grant license of concessions with respect to parts of the common elements, including but not by way of limitation, the laundry area. All income derived from leases, licenses or concessions shall be held and used for the benefit of the unit owners and shall be deposited in the maintenance fund.
5. ***Encroachments and Easements.***
 - a. In the event that by reason of the construction, reconstruction, settlement or shifting of the building or the design in construction of any unit, any part of the common elements encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements or any portion of any unit encroaches upon any part of any other unit valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit or common elements so encroaching so long as all or any part of the building containing such unit or common elements so encroaching shall remain standing, provided however that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owners of the common elements if such encroachment if such encroachment occurred due to the willful conduct of said owner or owners.
 - b. Easements are hereby declared and granted for utility purposes including the right to install, lay maintain, repair and replace water mains and pipes, sewer line or mains, telephone wires and equipment, and electrical conduits, wires and equipment over, under, along and on any part of the common elements as they exist on the date of the recording hereof.
 - c. The property is subject to
 - i. Easements set forth in Plat recorded as Document No. 19852990
 - ii. Easements set forth in instrument recorded as Document No. 19852996
 - iii. Easements contained in Declarations recorded as Documents Nos. 20164874 and 20402913.
 - d. A valid easement is hereby declared and established for the benefit of all the units located in a building and the owners thereof (to the exclusion of owners of units in other buildings) consisting of the exclusive right to use and occupy the following portions of the common elements located within such building the



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laundry room, storage areas and the meeting room provided, however that the use and occupancy of such portions of the common elements shall comply with all rules and regulations of the Board.

- e. All easements and rights described herein are easements appurtenant running with the land and shall inure to the benefit of and be binding on the undersigned, its successors and assigns and any owner, purchasers, mortgage, and other person having an interest in said land or any part or portion thereof.
 - f. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in the Declaration shall be sufficient to create and reserve such easement and right to the respective grantees, mortgagees, and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.
6. **Pipes, etc.** All pipes, wired, ducts, flues, chutes, conduits, public utility lines to the outlets and structural components running through a unit and serving more than one unit or serving or extending into the common elements, or any part thereof shall be deemed part of the common elements.
7. **Sale, Leasing or Other Alienation.**
- a. Any unit owner other than the Developer who desires to sell or lease his unit (or any lessee of any unit wishing to assign his lease or sublease such unit) or any interest therein to any person shall first obtain from the proposed purchaser, lessee, or assignee a bona fide offer in writing setting forth all the terms and conditions of said proposed transaction. If any unit owner other than the Developer receives such an offer which he intends to accept he shall give written notice to the Board of such offer and such intention, stating the name and address of such proposed purchaser, lessee, assignee or sub-lessee, the terms of the proposed transaction and such other information as the Board may reasonably require. Said notice shall contain an executed copy of such offer. The giving of such notice shall constitute a warranty and representation by the giver thereof that he believes such offer and all information contained in said notice to be bona fide, true, and correct in all respects. During the period of twenty (20) days following receipt by the Board of such written notice the Board shall have the first right and option to purchase or lease such unit (or to cause the same to be purchased or leased by the designee or designees corporate or otherwise of the Board) upon the same terms and conditions as stated in the aforesaid notice received by the Board. If the Board shall give written notice to the unit owner or lessor within said twenty (20) day period of its election to purchase or lease the unit for to cause the same to be purchased or leased by its designee as aforesaid, then such purchase or lease by the Board or its designee, shall be closed upon the same terms as such proposed sale or lease. If the Board shall give written notice to the seller or lessor within said twenty (20)



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day period that it has elected not to exercise such option, or if the Board shall fail to give notice within said twenty (20) day period that it does or does not elect to purchase or lease as herein provided, then the proposed sale or lease transaction as described and set forth in the notice to the Board may be contracted for within sixty (60) days after the expiration of the said twenty (20) day period. If the seller or lessor fails to contract for such sale or lease within such sixty (60) day period, or if he shall so contract but such sale or lease shall not be consummated pursuant to such contract, then such unit and all rights with respect thereto shall again become subject to the Board's right of first refusal and option as herein provided.

- b. Any Unit owner other than the Developer who wishes to make a gift of his unit or any interest therein, or who wishes to transfer his unit or any interest therein for a consideration other than cash, or notes (secured or unsecured) of such transferee or the assumption of an existing indebtedness to any person or persons who would not be heirs at law of the unit owner under the Rules of Descent of the State of Illinois were he or she to die within sixty (60) days prior to the contemplated date of such gift or other transfer, shall give to the Board not less than sixty (60) days' written notice of his or her intent to make such gift or other transfer prior to the contemplated date thereof. Said notice shall state the contemplated date of said gift or other transfer, the intended donee, or transferee and the terms in detail of such proposed other transfer and such other information as the Board shall reasonably require. The members of the Board and their successor in office shall have the first right and option to purchase (or to cause the same be purchased by the designee or designees, corporate or otherwise of the Board) said unit or interest therein for cash at fair market value which shall be determined by arbitration as hereinafter provided in sub-paragraph (d).
- c. In the event that any unit owner dies leaving a will devising his or her unit or any interest therein, to any person or persons not heirs at law of the deceased unit owner under the Rules of Descent of the State of Illinois and said will is admitted to probate, the members of the Board and their successors in office shall have an option to purchase (or cause the same to be purchased by the designee or designees, corporate or otherwise of the Board) said unit or interest therein from the estate of the deceased unit owner or from the devisee or devisees named in such will if no power of sale is conferred by said will upon the personal representative named therein, for cash at fair market value which shall be determined by arbitration as hereinafter provided in sub-paragraph (d).
- d. Within thirty (30) days after the appointment of a personal representative for the estate of the deceased unit owner, or the receipt by the Board of the written notice referred to in sub-paragraph (b) hereof, as the case may be, the Board shall appoint a qualified real estate appraiser to act as an arbitrator and shall give written notice of such appointment to the owner of the unit to be



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purchased, or said devisee or devisees, or personal representative as the case may be. Within ten (10) days thereafter, said owner or devisee or devisees, or the personal representative as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrators, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the unit or interest therein and shall thereupon give written notice of such determination to the Board and said owner or devisee or devisees, or personal representative, as the case may be. The Board's right to purchase the unit or interest therein at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice, provided however such right to purchase shall expire seven (7) months after the appointment of a personal representative of a deceased unit owner who is not empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said owner or said devisee or devisees or to said personal representative, as the case may be, within said option periods.

- e. In the event any unit or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale) the person acquiring title through such sale shall before taking possession of the unit so sold, give thirty (30) days' written notice to the Board of his intention so to do, whereupon the members of the Board and their successors in office shall have an irrevocable option to purchase such unit or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board within said thirty (30) days after receipt of such notice it shall thereupon expire and said purchaser may thereafter take possession of said unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.
- f. In the event any unit owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his unit, the board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such unit ownership, which lien may be perfected and foreclosed in the manner provided in Section 9 of the condominium Property Act with respect to liens for failure to pay a share of the common expenses.
- g. If a proposed lease or sublease of any unit is made after compliance with the foregoing provisions, a copy of the lease or sublease as and when executed shall be furnished by such lessor or sub-lessor to the Board, and the lessee or sub-lessee thereunder shall be bound by and be subject to all of the obligations of the owner with respect to such unit as provided in this Declaration, and the lease or sublease shall expressly so provide. The person making any such



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lease or sublease shall not be relieved thereby from any of his obligations hereunder. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provision hereof with respect to the Board's right of first option shall apply to such unit.

- h. The Board shall not exercise any option hereinabove set forth to purchase any unit without the prior written consent of at least seventy-five (75%) percent of the members of the Board. The members of the Board or their duly authorized representatives may bid to purchase at any auction or sale of the unit or interest therein of any unit owner, deceased or living, which said sale is held pursuant to any order or direction of a court upon the prior written consent of at least seventy-five (75%) percent of the members of the Board, which consent shall set forth a maximum price which the Board is authorized to bid and pay for said unit or interest therein." (Amended 1979)
- i. Where title to any unit is held by a trust, the bequest, assignment, sale, conveyance, or other transfer by a beneficiary of such trust of his or her beneficial interest in such trust (other than as security for a bona fide indebtedness) shall be deemed an assignment, sale, conveyance, devise or other transfer of the unit owned by such a trust.
- j. Where title to any unit is held by a corporation or a partnership the transfer or bequest of fifty percent (50%) or more of the issued and outstanding shares of such corporation or fifty percent (50%) or more of the interest in such partnership shall be deemed a transfer or devise of the unit owned by such corporation or partnership.
- k. The terms of this Paragraph 7 and the rights of first refusal herein provided for shall not be applicable to:
 - i. The transfer or conveyance by operation of law or otherwise of the interest of a co-owner of any unit, to any other co-owner of the same unit, where such co-owners hold title to such unit as tenants in common or as joint tenants
 - ii. The transfer by sale, lease, gift, devise or otherwise of any unit or interest therein to or for the sole benefit of any spouse, descendant, ancestor, or sibling (or the spouse of any such person) of the transferor.
 - iii. The execution of a bona fide trust deed, mortgage, or other security instruments
 - iv. The sale, conveyance or leasing of a unit by the holder of a mortgage or trust deed who has acquired title to such unit by foreclosure of a mortgage or trust deed on the Property, or any unit existing on the date of this Declaration or in which the mortgagor is the Developer.
 - v. Any sale, conveyance, lease, or transfer of a unit by the Developer.
- i. Acquisitions or leasing of units or interests therein under the provisions of this paragraph shall be made from the maintenance fund. If said fund is insufficient



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the Board shall levy a special assessment against each unit owner in the ratio that his percentage of ownership in the common elements, bears to the total of all such percentages applicable to units subject to said special assessment, which assessment shall become a lien and may be perfected and foreclosed in the manner provided in Section 9 of the Condominium Property Act with respect to liens for failure to pay a share of the common expenses. The Board, in its discretion, may borrow money to finance the acquisition of a unit or interest therein which said acquisition is authorized by this paragraph, provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the property other than the unit or interest therein to be acquired.

- m. Units or interests therein acquired pursuant to the terms of this paragraph shall be held of record in the names of the members of the Board and their successors in office or such nominee or entity as the Board shall designate, for the use and benefit of the unit owners in the same proportions that the Board could levy a special assessment under the terms of sub-paragraph (l) hereof. Said units or interests therein shall be sold or leased by the Board for the benefit of the unit owners upon such price and terms as the Board shall determine. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and may thereafter be disbursed at such time and in such manner as the Board shall determine.
- n. Upon the written consent of at least four (4) members of the Board, any of the rights or options contained in this Paragraph 7 may be released or waived and the unit or interest therein which is subject to the right of first refusal set forth in this paragraph may be sold, conveyed, leased, given or devised free and clear of the provisions of this paragraph. (Amended 1978, 1979)
- o. Upon the written request of any prospective transferor, purchaser, tenant or mortgagee of a unit, the Board, by its Secretary shall issue a written and acknowledged certificate evidencing that
 - i. With respect to a proposed sale or lease hereunder, the provisions of this Paragraph 7 have been complied with or duly waived by the Board and that the rights of first refusal of the Board have been terminated, if such is the fact.
 - ii. Any conveyance, deed, or lease is by the terms hereof, not subject to the provisions of this Paragraph 7, if such is the fact and such a certificate shall be conclusive evidence of the facts contained therein.
- p. In the event of any resale of a condominium unit by a unit owner other than the Developer, such unit owner may obtain from the Board of Managers for purposes of making available for inspection to prospective purchasers, upon demand, the following:
 - (a) A copy of the Declaration, By-laws, other condominium instruments and any rules and regulations.



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(b) A statement of any liens, including a statement of the account of the unit setting forth the amount of unpaid assessments and other charges due and owing.

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

(d) A statement of the status and amounts of any reserve for replacement fund and any portion of such fund earmarked for any specific project by the board of Managers.

(e) A statement setting forth whether or not any improvements or alterations made to the unit, or the limited common elements assigned thereto, by the prior unit owner, are in good faith believe to be in compliance with the condominium instruments.

(f) The President of the Association or such other officer as is designated by the board shall furnish the above information when requested to do so in writing and within thirty (30) days of the request.

(j) The Board of Managers shall establish a reasonable fee covering the direct out-of-pocket cost of providing such information and copying.
(Amended 1985)

- q. This Declaration of condominium Ownership, By-laws 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 incorporated in any lease executed or renewed on or after August 30, 1984
(Amended 1985)

8. **Administration**

- a. The administration of the Property shall be vested in a Board of Managers consisting of the number of persons and who shall be elected in the manner provided in the By-laws attached hereto as Exhibit B and by this reference thereto made a part of this Declaration. The Developer, 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 'Bristol Court Condominium Association' or a similar name, which corporation shall be the governing body for all the 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.
- b. The first meeting of the unit owners for the election of the initial Board shall be held at the time provided in Article IV, Section 1 of the aforesaid By-laws.
- c. 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



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- inconsistency between the Act, on the one hand, and this Declaration, the Articles of Incorporation, and the By-laws on the other hand and
- 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 By-laws on the other hand
- d. All fund collected by the Association shall be held and expended for the purposes designated herein and in the Articles of Incorporation and the By-laws. All such funds (except for such special assessments as may be levied against less than all the unit owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of each of the unit owners in the same percentage as his ownership, from time to time, in the common elements.
 - e. The members of the Board and the officers thereof shall not be liable to the unit owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. The unit owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the unit owners unless such contract shall have been made in bad faith or contrary to the provision of this Declaration. The liability of any unit owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be deemed a common expense and shall be limited to such proportion of the total liability thereunder as his percentage interest in the common elements bears to the total percentage interest of all the unit owners in the common elements. Each agreement made by such members or officers shall be executed by such members or officers as agents for the unit owners.
 - f. In the event of any dispute or disagreement between any unit owners relating to the property or any question of interpretation or application of the provisions of the Declaration, the determination thereof by the Board shall be final and binding on each and all of such unit owners.
 - g. The Board shall have the power:
 - i. To engage the services of a manager or managing agent, who may be any person, firm, or corporation, upon such terms and compensation as the Board deems fit, and to remove such manager or managing agent at any time.
 - ii. To engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Board at such compensation deemed reasonable by the Board, in the operation, repair, maintenance and management of the property, or in connection with any duty, responsibility or right of the Board and to remove, at any time, any such personnel.
 - iii. To establish or maintain one or more bank accounts for the deposit of any funds paid to or receive by the Board.



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- iv.* Upon a vote of not less than 75% of the members of the Board, to grant licenses and easements over, under, on and through the common elements for the purpose of permitting the installation of cables and other equipment required to provide cable television service to the units.
(Amended 1982) Upon authorization by a two-thirds (2/3) vote of the members of the board of Managers or by the affirmative vote of the unit owners having more than one-half (1/2) of the total votes, at a meeting duly called for such purpose, the Board, acting on behalf of all owners shall have the power to seek relief from or in connection with the assessment or levy of 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 against or levied upon the unit owners. In addition, the Board may act on behalf of all unit owners in connection with any other matter where the respective interest of the unit owners is deemed by the Board to be similar and not adverse to each other. The cost of such services shall be a common expense. (Amended 1985)
- v.* The Association shall have no authority to forebear the payment of assessments by any unit owner.
- vi.* The Board shall have the authority to impose charges for late payments of a unit owner's proportionate share of the common expenses, or any other expenses lawfully agreed upon, and after notice and opportunity to be heard, may levy reasonable fines for violations of the Declaration, By-laws and rules and regulations of the Association.
- vii.* The Board shall have the right to assign its future income, including the right of receive common expense.
- viii.* The Board shall have the right to record the granting of easements for the laying of cable television cable where authorized by unit owners holding a majority of more than fifty (50%) percent of the total votes at a meeting of unit owners duly called for such purpose. The granting of such easement shall be in accordance with the terms and conditions of any local ordinance providing for cable television in the municipality.
- ix.* The Board of Managers shall require that all officers, employees, or other persons who either handle or are responsible for funds held or administered by the Association shall furnish a fiduciary bond which covers the maximum amount of funds that will be in the custody of the Association plus the association reserve fund, the premium cost of which shall be paid by the Association.
- x.* The board of Managers shall have such additional authority as is authorized by the Condominium Property Act the Declaration or By-laws. In the performance of their duties, the officers and members of the Board of



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Managers are required to exercise, whether appointed by the Developer or elected by the unit owners, the care required by a fiduciary of the unit owners. (Amended 1985)

- h. The Board shall acquire and make arrangements for, and pay for out of the maintenance fund, in addition to the manager, managing agent or other personnel above provided for, the following:
 - i. Water, waste removal, heating, electricity and telephone and other necessary utility service for the common elements and such services to the units as are not separately metered or charged to the owners there of:
 - ii. Such insurance as the Board is required or permitted to obtain as hereinafter provided.
 - iii. Landscaping, gardening, snow removal, painting, cleaning, tuck pointing, maintenance, decorating, repair and replacement of the common elements (but not including the interior surfaces, windows, and doors of the units, which the respective unit owner shall paint, clean, decorate, maintain, and repair subject further to the provision of Paragraph 11(c) hereof) and such furnishings and equipment for the common elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the common elements.
 - iv. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the Board deems necessary or proper for the maintenance and operation of the property as a first-class residential project or for the enforcement of any restrictions or provisions contained therein.
 - v. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the property or any part thereof which may in the opinion of the Board constitute a lien against the property or against the common elements, rather than merely against the interest therein of particular unit owners. Where one or more unit owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said unit owners and shall until paid by such unit owners, constitute a lien on the interest of such unit owners in the property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the condominium Property Act with respect to liens for failure to pay a share of the common expenses.
 - vi. Maintenance and repair of any unit or any other portion of the property which one or more unit owners are obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Board, to protect the common elements, or any other portion of the property, and the owner or owners of said unit or units have failed or refused to perform said maintenance or repair within a reasonable time after



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written notice of the necessity of said maintenance or repair delivered by the Board to said unit owner or owners, provided that the Board shall levy a special assessment against such unit or units for the cost of said maintenance or repair and the amount of such special assessment shall constitute a lien on the interest of such unit owner or owners in the property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Condominium Property Act with respect to liens for failure to pay a share of the common expenses .

- i. Each year on or before November 15th, the Board shall estimate the annual budget of common expenses (the 'annual budget') including the total amount required for the cost of wages, materials, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. Each owner shall receive, at least thirty (30) days prior to the adoption thereof by the board, a copy of the proposed annual budget together with an indication of which portions are intended for capital expenditures for repairs or payment of real estate taxes. Each owner shall also receive notice, in the same manner as provided in the Condominium Property Act for membership meetings of any meeting of the Board concerning the adoption of the proposed annual budget or any increase, or establishment of an agreement. Immediately after adoption, the Board shall distribute to each owner a detailed annual budget, setting forth all anticipated expenses by category as well as all anticipated assessments and other income. The budget shall set forth each owner's common expense assessment. The annual budget shall be assessed to the unit owners according to each unit owner's percentage of ownership in the common elements; provided, however, that if any costs or expenses incurred by the board are billed on the basis of a fixed charge per unit, or per occupied unit, then each such charge may be assessed by the Board to the units involved on the basis of such fixed charge, without reference to percentages of ownership in the common elements. Furthermore, each owner of a unit in which the usage of gas for cooking purposes is not separately metered to such unit owner, shall pay a fixed charge of \$.75 per month to the maintenance fund. Any fixed charge assessed against a unit by virtue of the preceding two sentences shall be considered a common expense and shall become a lien and may be perfected and foreclosed in the manner provided in Section 9 of the Condominium Property Act. On or before January 1st of the ensuing year, and 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, 1/12 of the assessment made pursuant to this paragraph. On or before the 1st day of February of each calendar year commencing 1975, the Board shall supply to



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all unit owners an itemized accounting of the maintenance expenses for the preceding year actually occurred, together with an indication of what portions were for capital expenditures or payments of real estate taxes and with a tabulation of the amounts collected pursuant to the estimates provided and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each owner's percentage of ownership in the common elements to the next monthly installments due from owners under the current year's estimate, until exhausted. The Board may build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year, shall be charged first against such reserve. If said annual budget proves inadequate for any reason, including non-payment of any owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the unit owners according to each unit owner's percentage of ownership in the common elements. The Board shall serve notice of such further assessment on all unit owners by a statement in writing giving the amount and reason therefor, and such further assessment shall become effective with the monthly maintenance payment, which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All unit owners shall be obligated to pay the adjusted monthly payment. If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen (115%) percent of the assessments for the preceding year, the board of Managers, upon written petition of unit owners with twenty (20%) percent 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 shall be deemed ratified whether or not a quorum is present. In determining whether assessments exceed one hundred fifteen (115%) percent of similar assessments in prior years, for the purposes of this subparagraph, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, and any anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the competition. (Amended 1985)

- j. Records of the Association – Availability for Examination: The manager or Board of Managers shall maintain the following records of the Association available to examination and copying at convenient hours of weekdays by the unit owners or their mortgagees or their duly authorized agents or attorneys



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- In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Owner shall fail to pay the proportional share of common expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include the right to take possession of such defaulting Owner's interest in the property, to maintain for the benefit of all other Owners an action for possession in the manner prescribed by Article IX of the Code of Civil Procedure and to execute leases of such defaulting Owner's interest in the property and apply the rents derived therefrom against such expenses. (Amended 1985)
- m. Upon ten (10) days' notice to the Board, and payment of a reasonable fee fixed by the Board 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.
 - n. Any first mortgage or first trust deed made, owned, or held by a bank, savings and loan association, insurance company, or real estate investment trust and recorded prior to the recording or mailing of a notice by the Board of the amount owing by a unit owner who has refused or failed to pay his share of the monthly assessment or any special assessment when due shall be superior to the lien of such unpaid common expenses set forth in said notice and to all assessments for common expenses which become due and are provided, however, that after written notice to the holder of any such mortgage or trust deed, such mortgage or trust deed shall be subject to the lien of unpaid common expenses which are due and payable subsequent to the date when such holder takes possession of the unit, accepts a conveyance of such unit, or has a receiver appointed in a suit to foreclose the lien of such mortgage or trust deed.
 - o. The Board may, from time to time, adopt or amend such rules and regulations governing the operation, maintenance, beautification, and use of the common elements and the units, not inconsistent with the terms of this Declaration, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations and of a regular or special meeting of the Association. No quorum is required for this meeting of Unit Owners. However, no rules or regulations may impair any rights guaranteed under the First Amendment of the United States or Section 4 of Article I of the Illinois Constitution. Subsequent to Board action adopting or amending the rules and regulations, the Board shall give written notice of such rules and regulations to all Owners and occupants, and the entire property shall at all times be maintained subject to such rules and regulations. Any violation of such rules or regulations shall be deemed a violation of the terms of this Declaration. If within thirty (30) days from the date of written notice to the Owners and occupants of the adoption of any such rules or amendments thereto, if Unit Owners having one-fourth (1/4) or more of the total votes shall file with the Board a written objection thereto, then such rule and regulation or amendments thereto shall be deemed rescinded until approved by the Unit Owners having two-thirds (2/3) or more of the total votes.



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- p. Until such time as all units have been sold, the sole and exclusive right is hereby reserved to the Developer, to grant to any unit owner, his heirs, successors and assigns, the exclusive privilege to use one or more parking spaces to a unit owner shall not be changed and shall be a privilege running with the respective unit ownership.

A unit owner who has been granted the right to use one or more parking spaces shall have the right (with prior written consent of the holder or holders of any privilege to use any such parking space to any other unit owner, and such assignee shall, upon delivery of a copy of such assignment and consent to the Board, succeed to all of the duties, obligations, rights and privileges of the assignor to such parking space, in like manner and effect as is such assignee had been granted such privilege by the Developer.

Any unit owner shall have the right to license the use of any parking space which he has the exclusive privilege to use pursuant to any of the terms hereof to any other unit owner for such period, and upon such terms as he sees fit.

At the time of the election of the first Board, the Developer shall furnish the Board with a list of all parking spaces, the use of which have been granted to unit owners as aforesaid, and the unit owners to whom the use of such spaces has been granted. (Amended 1985)

- q. Subject to the provisions of Paragraph 5(d) hereof the Board or Developer may number and assign to any unit owner the exclusive privilege to use for storage purposes any portion of the building designated for such purposes. Any such designation by the Board or the Developer shall not thereafter be changed except upon the affirmative vote of a majority of the unit owners. All property stored in any storage area shall be at the sole risk of the respective unit owner who has the privilege to use the same and neither the Board nor any other unit owner shall be considered a bailee or otherwise responsible, therefore.
- r. All parking spaces, the use of which have not been granted pursuant to subparagraph (p) hereinabove, may be used for such purposes (including uses other than parking), for such periods of time, by such persons, and upon the payment of such charges as the Board from time to time determines.
- s. Whenever any notice is required to be given under the provision of the Declaration or By-laws, a waiver thereof in writing by the person or persons entitles to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice.
- t. Nothing hereinabove shall be construed to give the Board authority to conduct an active business for profit on behalf of all the unit owners or any of them.
- u. Except as provided in paragraph 8(1) hereof with respect to legal action for collection of unpaid maintenance expenses, and for enforcement of liens with respect thereto, the Board shall not commence litigation, either in its own name or on behalf of the unit owners, without the affirmative vote of not less than 75% of the members of the Board. (Amended 1982)



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9. *Insurance*

- a. The Board shall acquire and pay for out of the maintenance fund herein provided for the following:
 - i. Such insurance as the Board is required to obtain under the provision of Section 12 of the Condominium Property Act and such other insurance as the Board deems advisable in the operation, and for the protection, of the property and the units. Any losses under such policies of insurance shall be payable and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provisions of this Declaration and the Condominium Property Act.

The Board may (Amended 1978) engage the services of any bank or trust company authorized to do business in Illinois to act as trustee or agent on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provision of this Declaration. In the event of any loss occurring after the first annual meeting of the unit owners is half pursuant to the terms of the By-laws of the Association, resulting in the destruction of the major portion of one or more units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any unit so destroyed. The fees of such corporate trustee shall be common expenses.

Each unit owner, other than the Developer, shall notify the board in writing of any additions, alterations or improvements to his unit and he shall be responsible for any deficiency in any insurance loss recovery resulting from his failure so to notify the Board. The Board shall use reasonable effort to obtain insurance on any such additions, alterations or improvements if such owner requests it to do so and if such owner shall make arrangements satisfactory to the Board to reimburse it for any additional premiums attributable thereto: and in the absence of insurance on such additions, alterations or improvements, the Board shall not be obligated to apply any insurance proceeds to restore the affected unit to a condition better than the condition existing prior to the making of such additions, alteration or improvements. All such policies of insurance shall insure additions, alterations or improvements made by the Developer. All such policies of insurance shall contain standard mortgage clause endorsements in favor of the mortgages of each unit and that such policy shall not be terminated, cancelled, or substantially modified without at least ten (10) days' prior written notice to the mortgagee of each unit.

- ii. Comprehensive public liability and property damage insurance in such limits as the Board shall deem desirable insuring the Association, the members of the Board, the managing agent, if any, and their respective



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agents and employees, and the unit owners from any liability in connection with those portions of the common elements not under the exclusive control or occupancy of the unit owners.

- iii. Workman's Compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board shall elect to effect.
- b. Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the board, and the cost of any appraisal which the Board deems advisable in connection with any insurance, shall be common expenses
- c. The Board may (but shall not be required to), in its sole discretion, secure insurance policies that will provide for one or more of the following:
 - i. With respect to the insurance provided for an (a)(iii) of this paragraph, for coverage of cross liability claims of one insured against another.
 - ii. With respect to the insurance provided for in (a)(i) of this paragraph that the policy cannot be cancelled, invalidated, or suspended on account of the conduct of any one or more individual unit owners.
 - iii. With respect to the insurance provided for in (a)(i) of this paragraph that the insurer shall not have the option to restore the premises if the property is sold or removed from the provisions of the Condominium Property Act.
- d. Insurance coverage on the furnishings and other items of personal property belonging to a unit owner and insurance on his personal liability to the extent not covered by insurance maintained by the Board shall be the responsibility of each such unit owner.

10. **Separate Real Estate Taxes.** It is understood that real estate taxes are to be separately taxed to each unit owner for his unit and his corresponding percentage of ownership in the common elements, as provided in the Condominium Property Act. In the event that for any years such taxes are not separately taxed to each unit owner but are taxed on the property (or any portion thereof) as a whole, then each unit owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the common elements and such taxes, levied on the property (or any portion thereof) as a whole, shall be considered a common expense.

11. **Use and Occupancy of Units and Common Elements.** The units and common elements shall be occupied and used as follows:

- a. No part of the property shall be used for other than housing and the related common purposes for which the property was designed. Each unit or any two or more adjoining units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purposes. That part of the common elements separating any two or more adjoining units used together may be altered to afford ingress and egress to and from such adjoining units in such manner and upon such conditions as



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- shall reasonably be determined by the Board. Garage units, as set forth on Exhibits C and D. may be used for the parking of one motor vehicle and may be occupied by a motor vehicle owned by a unit owner or his guests or invitees.
- b. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration or otherwise shall be conducted, maintained, or permitted on any part of the property. 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. The right is reserved by the Developer or its agent or agents, to place 'For Sale' or 'For Rent' signs on any unsold or unoccupied units, and on any part of the common elements, and the right is hereby given to any mortgagee, who may become the owner of any unit, to place such signs on any unit owned by such mortgagee. Until all the units are sold, the Developer shall be entitled to access, ingress and egress to the building and the property as it shall deem necessary in connection with the sale of any unit. The Developer shall have the right to use any unsold unit or units as a model apartment or for sales or display purposes and to use lobby areas and any portion of the common elements which may be designated by the Developer as a sales office and to maintain on the property until the sale of the last unit, all models, sales offices and advertising signs or banners, if any and lighting in connection therewith.
 - c. 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. Each unit owner shall be obligated to maintain and keep his own unit and its interior surfaces, window, and doors, in good, clean order and repair. The use of and the covering of the interior surfaces of windows, whether by draperies, shades, or other items visible on the exterior of the building shall be subject to the rules and regulations of the Board, provided however, that no covering of interior surfaces of the windows in existence as of the date this Declaration is recorded, need be changed or removed. All costs and expenses incurred for the decoration of and repair and replacement of personality in the meeting rooms located in the buildings forming part of the property shall constitute common expenses of the Association. (Amended 1982)
 - d. Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance on the building, or contents thereof, applicable for residential use, without the prior written consent of the Board. No unit owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on the building, or contents thereof, of which would be in violation of any law. No waste shall be committed in the common elements.
 - e. Unit owners shall not cause or permit anything to be hung or displayed on the



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outside of windows or placed on the outside walls of the building and no sign, awning, canopy, shutter, radio, or television antenna (except as constructed by the Developer shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

- f. No unit owner or other occupant of any unit shall be permitted to keep or maintain a dog in his unit except for (i) a unit owner who owned and occupied his unit as of February 1, 1978; (ii) a lessee who occupied a unit pursuant to a written lease as of February 1, 1974; or (iii) a unit owner who purchased his unit from the Developer, provided, however, that no unit owner or lessee of a unit (including any unit owner who purchased his unit from the Developer) and who is permitted to keep a dog in his unit as herein provided shall be permitted to replace such dog or keep or maintain in his unit any dog other than that which presently lives therein. (Amended 1982)
- g. 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.
- h. Nothing shall be done in any unit or in, on or to the common elements which will impair the structural integrity of the building, or which would structurally change the building except as otherwise provided herein.
- i. No clothes, sheets, blankets, laundry of any kind or 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.
- j. There shall be no playing, lounging, parking or baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, chairs, other personal property on any part of the common elements without the prior consent of and subject to any regulations of the Board.
- k. Except as constructed or altered by or with the permission of the Developer, at any time prior to the election of the first Board of Managers, nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Board.
- l. Each unit owner and the Board hereby waives and releases any and all claims which he or it may have against any other unit owner, the officers and members of the Board, the Developer and their respective employees and agents, for damage to the common elements, the units or to any personal property located in the units or common elements, caused by fire or other casualty or any act or neglect referred to in Paragraph 11(m), to the extent that such damage is covered by fire or other form of hazard insurance.
- m. If, due to the act or neglect of a unit owner, or a member of this family or household pet or of a guest or other authorized occupant or visitor of such unit owner damage shall be caused to the common elements or to a unit or units



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owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board to the extent such payment is not waived or released under the provision of Paragraph 11(l).

- n. Any release or waiver referred to in Paragraph 11(l) and 11(m) hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder.
- o. 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 to others, or connect any machines, appliances, accessories or equipment to the heating system or plumbing system, without the prior written consent of the Board.
- p. Nothing in this Paragraph 11 shall be construed to prevent or prohibit a unit owner from maintaining his professional personal library or keeping his personal business or professional records or accounts, or handling his personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, or receiving business mail in his unit.

12. **Violation of Declaration.** The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to any other rights provided for in this Declaration; (a) to enter upon the unit, or any portion of the property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provision hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate, or remedy, by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession of such unit owner's interest in the property and to maintain an action for possession of such unit in the manner provided by law.

Furthermore, if any unit owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants of the Declaration or the regulation adopted by the Board and such violation shall not be cured within thirty (30) days after notice in writing from the Board or shall recur more than once thereafter, then the board shall have the power to issue to the defaulting unit owner a ten (10) day notice in writing to terminate the rights of the said defaulting unit owner to continue as a unit owner and to continue to occupy, use or control his unit and thereupon an action in equity may be filed by the board against the defaulting unit owner for a decree of mandatory injunction against the unit owner or occupants or, in the alternative a decree declaring the termination of the defaulting unit owner's right to occupy, use or



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control the unit owned by him on account of the breach of covenant and ordering that all the right, title and interest of the unit owner in the property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting unit owner from re-acquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established, and except that the court shall direct that any existing first mortgage be retired out of the proceeds of such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting unit owner in said decree. Any balance of liens shall be paid to the unit owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the unit and, subject to the Board's rights as provided in Paragraph 7(e) hereof, to immediate possession of the unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

13. **Entry by Board.** The Board or its agents or employees upon reasonable notice may enter any unit, when necessary, in connection with any painting, maintenance or reconstruction for which the Board is responsible, or which the Board is responsible, or which the Board has the right or duty to do. Such entry shall be made with as little inconvenience to the unit owners as practicable and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund. (Amended 1985)
14. **Grantees.** Each grantee of the Developer, by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Deed, accepts the same subject to all easements, restriction, conditions, covenants, reservations, liens and charges and the jurisdiction, rights, and powers created or reserved by this Declaration and the provision of the Condominium Property Act, as at any time amended, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.
15. **Failure to Enforce.** No terms, obligations, covenants, conditions, restrictions, or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.
16. **Notices.** Notices required or permitted to be given to the Board or any unit owner may be delivered to any member of the Board or such unit owner either personally or by mail addressed to such Board member or unit owner at his unit.
Notices required to be given to any devisee or personal representative of a deceased



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unit owner may be delivered either personally or by mail to such party at his or her address appearing in the records of the court wherein the estate of such deceased owner is being administered.

17. **Amendments.** Except as hereinafter otherwise provided, the provision of Paragraph 1, 2,3, 4, 5, 6, sub-paragraph (k)(iv) of Paragraph 7, sub-paragraphs (i), (n) and (p) of Paragraph 8, sub -paragraph (a) of Paragraph 11 and this Paragraph 17 of this Declaration may be amended, changed, or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all members of the Board, all of the unit owners and all mortgagees having bona fide liens of records against any units. Except as hereinafter otherwise provided, other provision of this Declaration may be amended, changed, or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all of the members of the Board, at least 75% of the unit owners and containing an affidavit by an officer of the Board certifying that a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit not less than ten (10) days prior to the date of such affidavit. Any amendment, change or modification shall conform to the provision of the Condominium Property Act and shall be effective upon recordation thereof. No change, modification, or amendment which affects the rights, privileges or obligations of the Developer shall be effective without the prior written consent of the Developer.
18. **Violation of Certain Rules.** If any of the options, privileges, covenants, or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the now incumbent Mayor of Chicago, Illinois, and the now incumbent President of the United States.
19. **Severability.** The invalidity of any restriction hereby imposed or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration and all of the terms hereof are hereby declared to be severable.
20. **Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class condominium development. In the event of a conflict between any provision of this Declaration of Condominium and By-laws and any provisions of the Condominium Property Act, as amended, the provisions of the Condominium Property Act shall prevail. (Amended 1985)
21. **Changes or Modification by the Developer.** Before the election of the first Board, the Developer, or its successors or assigns, shall have the right to change or modify any or all of the terms, restriction and covenants herein contained, which change or modification shall be effective upon the recoding thereof; provided, however, that the



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provisions of sub-paragraph (n) of Paragraph 8 hereof shall not be amended, modified or changed without the consent of the holder of any first mortgage or first trust deed affected thereby.

22. **Trustees.** In the event title to any unit should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder from time to time shall be liable for payment of any obligation, lien, or indebtedness chargeable or create under this Declaration against such unit. No claim shall be made against any such title-holding trustee personally for payment of any claim, lien, or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfer of beneficial interest or in the title of such real estate.

EXHIBIT A

Units 1/1A to 1/1H, 1/1J and 1/1K, 1/2A to 1/2H, 1/2J and 1/2K, 1/3A to 1/3H, 1/3J and 1/3K, 2/1A to 2/1H, 2/1J and 2/1K, 2/2A to 2/2H, 2/2J and 2/2K, 2/3A to 2/3H, 2/3J and 2/3K, 3/1A to 3/1H, 3/1J and 3/1K, 3/2A to 3/2H, 3/2J and 3/2K, 3/3A to 3/3H, 3/3J and 3/3K, 4/1A to 4/1H, 4/1J and 4/1K, 4/2A to 4/2H, 4/2J and 4/2K, 4/3A to 4/3H, 4/3J and 4/3K, 5/1A to 5/1H, 5/1J to 5/1M, 5/2A to 5/2H, 5/2J to 5/2M, 5/3A to 5/3H, 5/3J to 5/3M, 6/1A to 6/1H, 6/1J and 6/1K, 6/2A to 6/2H, 6/2J and 6/2K, 6/3A to 6/3H, 6/3J and 6/3K, 7/1A to 7/1H, 7/1J to 7/1M, 7/2A to 7/2H, 7/2J to 7/2M, 7/3A to 7/3H, 7/3J to 7/3M, 8/1A to 8/1H, 8/1J to 8/1M, 8/2A to 8/2H, 8/2J to 8/2M, 8/3A to 8/3H, 8/3J to 8/3M, 9/1A to 9/1H, 9/1J and 9/1K, 9/2A to 9/2H, 9/2J and 9/2K, 9/3A to 9/3H, 9/3J and 9/3K, 10/1A to 10/1H, 10/1J to 10/1M, 10/2A to 10/2H, 10/2J to 10/2M, 10/3A to 10/3H, 10/3J to 10/3M, 11/1A to 11/1H, 11/1J and 11/1K, 11/2A to 11/2H, 11/2J and 11/2K, 11/3A to 11/3H, 11/3J and 11/3K, 12/1A to 12/1H, 12/1J to 12/1N and 12/1P, 12/2A to 12/2H, 12/2J to 12/2N and 12/2P, 12/3A to 12/3H, 12/3J to 12/3N and 12/3P, 13/1A to 13/1H, 13/1J to 13/1N and 13/1P, 13/2A to 13/2H, 13/2J to 13/2N and 13/2P, 13/3A to 13/3H, 13/3J and 13/3K, 14/1A to 14/1G, 14/2A to 14/2H and 14/2J and 14/2K, 1Z1 to 1Z28, 2/Z1 to 2/Z28, 3/Z1 to 3/Z28, 4/Z1 to 4/Z28, 5/Z1 to 5/Z36, 6/Z1 to 6/Z28, 7/Z1 to 7/Z36, 8/Z1 to 8/Z34, 9/Z1 to 9/Z27, 10/Z1 to 10/Z36, 11/Z1 to 11/Z28, 12/Z1 to 12/Z38, 13/Z1 to 13/Z42 AS DELINEATED ON Plat of Survey of the following legally described property:

Parcel 1:

All of Lot 'A' in Sellergren's Bristol Court, being a Subdivision of parts of Lots 8 and 10 in the owner's partition of Lots 30 to 33 in the County Clerk's Division of the Northwest 1/4 of section 34, Township 41 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded June 10, 1966, as Document 19852990 in Cook County, Illinois.



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Also

Parcel 2:

All first addition to Sellegren's Bristol Court, being a Subdivision of Lot 5 (including that part there of falling in Lot 1 of Decanini Resubdivision as recorded on November 7, 1963 as Document No. 18964943) and Lot 7, except the West 327.60 feet thereof in owner's partition of Lots 30, 31, 32 and 33 of the County Clerk's Division of the Northwest quarter of Section 34, Township 41 North, Range 12 East of the Third Principal Meridian, which Plat of survey is attached as Exhibit C to Declaration of Condominium made by Bristol Court Venture, a limited partnership, recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 22699774.



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EXHIBIT B
BY-LAWS
OF
BRISTOL COURT CONDOMINIUM ASSOCIATION

ARTICLE I

Purpose

The purposes of the corporation as stated in its certificate of incorporation are:

The administration and operation, on a condominium basis, of all the property and real estate which is submitted to the provisions of the Illinois condominium Property Act subject to, and in accordance with, the terms and provisions of a certain Declaration of Condominium recorded in the office of the Recorder of Deeds of Cook County, Illinois, on April 29, 1974, as Document No. 22699774

(Said Declaration recorded as Document No. 22699774 is hereafter referred to as "the Declaration") The corporation also has such powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois.

ARTICLE II

Offices

The corporation shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with such registered office and may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

ARTICLE III

Members

SECTION 1. ***Classes of Members, Membership, and Termination Thereof.*** The corporation shall have one class of members. The designation of such class and the qualification of the members of such class shall be as follows:

Each unit owner shall be a member of this corporation, which membership shall terminate upon the sale or other disposition of such member's unit, at which time the new unit owner shall automatically become a member of the corporation. Such termination shall not relieve or release any such former owner from any liability or obligation incurred under or in any way connected with the condominium or this corporation during the period of such ownership and membership in this corporation. Furthermore, such termination shall not impair any rights or remedies which the Board of Directors of the corporation or others may have against such former owner and member arising out of, or in any way connected with, such ownership and



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membership and the covenants and obligations, incident thereto. No certificates of stock or other certificates evidencing membership shall be issued by the corporation.

SECTION 2. ***Votes and Voting Rights.***

(a) Until the date of the first annual meeting of the members, as provided in Article IV hereof, no member of the corporation shall have any voting rights and the right of the members to vote on any matter is hereby denied until such date.

(b) Commencing with the date of the said first annual meeting of the members, the total number of votes of all members shall be 100. Each member shall be entitled to the number of votes equal to his percentage of ownership interest in the common elements (as defined in the Declaration) at the time any matter is submitted to a vote by the members.

(c) 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 the unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There shall be presumed to be majority agreement when any one of the multiple owners casts the votes allocated to that unit without protest being made promptly to the person residing over the meeting by any of the owners of the unit. (Amended 1985)

(d) Any specified percentage of the members, whether majority or otherwise, for purposes of voting and for all purposes and wherever provided in these By-laws shall mean such percentage of the total number of votes hereinabove set forth. Such percentage shall be computed in the same manner as is a specified percentage of the unit owners as provided in the Declaration.

SECTION 3. ***Transfer of Membership.*** Membership in this corporation is not transferable or assignable, except only as is provided in Article III, Section I hereof.

ARTICLE IV **Meeting of Members**

SECTION 1. ***Annual Meeting.*** The first annual meeting of the members shall be held on the first business day which is one year from the date when 75% of the units have been conveyed by the Trustee, or on such earlier date as may be fixed by the Developer. Thereafter, an annual meeting of the members shall be held on the first Tuesday of June in each year for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If such day be a legal holiday, the meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members called as soon thereafter as conveniently may be.

SECTION 2. ***Special Meeting.*** Special meetings of the Association may be called at any time for



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the purpose of considering matters which, by the items of the Condominium Property Act of this Declaration, require the approval of the unit owners, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President of the Association, the Board of Directors.

SECTION 3. *Place and Time of Meeting.* All meetings of the unit owners shall take place at 8:00 PM, in some section of the Property designated by the person or persons calling a special meeting, or at such other reasonable place or time designated by the Board of Directors.

SECTION 4. *Notice of Meetings.* Written or printed notice stating the place, day and hour of any meeting of members shall be delivered either personally or by mail, to each member entitled to vote at such meeting, not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the president or the secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or by these By-laws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the corporation with postage thereon prepaid. (Amended 1985)

SECTION 5. *Quorum.* The members holding a majority of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

SECTION 6. *Proxies.* *At membership meetings a unit owner may vote by proxy executed in writing by the unit owner or by his duly authorized attorney in fact. The proxy shall be invalid after eleven (11) months from the date of execution, unless expressly provided in the proxy. Every proxy must bear the date of execution. (Amended 1985)*

SECTION 7. *Participation of Contract Purchasers.* 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 member of the Board of Managers at any meeting of the unit owners called for purposes of electing member of the Board, shall have the right to vote for the election of the members of the Board of Managers, 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 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 set forth in Section 1(e) of 'An Act Relating to Installment Contracts to Dwelling Structures', approved April 11, 1967, as amended. (Amended 1985)

ARTICLE V

Board of Directors

SECTION 1. *General Powers.* The affairs of the corporation shall be managed by the Board of Directors.



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SECTION 2. *Number, Tenure and Qualifications.* Until the date of the first annual meeting of the members at hereinabove provided, the number of directors shall be three, who shall be the directors named in the Articles of Incorporation. Commencing with the date of the first annual meeting of the members, the number of directors shall be fifteen. Commencing with the date of the first annual meeting of the members, each director shall hold office without compensation until the next annual meeting of members and until his successor shall have been elected and qualified. On and after the date of said first annual meeting, only a member of the corporation may be a director of the corporation. In the event that a member is a corporation, partnership, trust, or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, may be eligible to serve as a director. All directors shall be elected at large for a term of two (2) years; provided, however, that the Board members may succeed themselves. No more than eight (8) Board members shall be elected in any year. (Amended 1985)

SECTION 3. *Election.* At each annual meeting of the members, the members shall by a vote of a plurality of the members present at such meeting, elect the entire Board of Directors for the forthcoming year.

SECTION 4. *Duties, Powers, Etc. of the Board.* The Board of Directors shall be vested with and shall possess all of the rights, powers, options, duties and responsibilities as are provided for in the Declaration.

SECTION 5. *Regular Meetings.* A regular annual meeting of the Board of Directors shall be held without other notice than this By-law, immediately after, and at the same place as, the annual meeting of members. The board of Directors may provide by regulations which the Board of Directors may, from time to time, adopt, the time and place for the holding of additional regular meetings of the Board without other notice than such regulation. The Board shall meet at least four (4) times annually. (Amended 1985)

SECTION 6. *Special Meetings.*

Special meetings of the Board of Directors may be called by or at the request of the president or any three directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meetings of the Board called by them.

SECTION 7. *Notice.* 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 eminent, (ii) to consider the 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



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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 meetings of the Board of Managers shall be posted in entranceways, 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 entranceway 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. (Amended 1985)

SECTION 8. **Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 9. **Manner of Acting.** The act of a majority of the directors in office shall be the act of the Board of Directors, except where otherwise provided by law or by these by-laws. Except as otherwise provided in the Declaration, these by-laws or by law, the Board shall act by majority vote of those present at its meeting when a quorum exists. (Amended 1978)

SECTION 10. **Vacancies.** The remaining members of the Board may fill a vacancy by a two-thirds vote (2/3) until the next annual meeting of unit owners or for a period of terminating no later than thirty (30) days following the filing of a petition signed by unit owners holding twenty (20%) percent of the votes of the Association requesting a meeting of the unit owners to fill the vacancy for the balance of the term. If such a petition is filed, then a meeting of the unit owners shall be called for the purpose of filling the vacancy on the Board no later than thirty (30) days following the filing of the petition. (Amended 1985)

SECTION 11. **Removal.** From and after the date of the first annual meeting of the members, any member of the Board of Directors may be removed from office by the affirmative vote of 66-2/3% of all the members at a special meeting called for such purpose.

ARTICLE VI Officers

SECTION 1. **Officers.** The officers of the corporation shall be a president, one or more vice-presidents (the number to be determined by the Board of Directors), a treasurer, and a secretary.



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SECTION 2. ***Election and Term of Office.*** The officers of the corporation shall be elected by the Board of Directors at the regular annual meeting of the Board of Directors, from among the members of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled, or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

SECTION 3. ***Removal.*** Any officer elected by the Board of Directors may be removed by a majority vote of the Board of Directors.

SECTION 4. ***Vacancies.*** A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. ***President.*** The president shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He shall preside at all meetings of the members and of the Board of Directors. He may sign, with the secretary or any other proper officer of the corporation authorized by the Board of Directors, any deed, mortgages, contracts, or other instruments which the Board of Directors have authorized to be executed, and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the board of Directors from time to time.

SECTION 6. ***Vice-President.*** In the absence of the president or in the event of his inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents, in order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Any vice-president shall perform such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

SECTION 7. ***Treasurer.*** The treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provision of Article VII of these By-laws; and in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

SECTION 8. ***Secretary.*** The secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose, see that all



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notices are duly given in accordance with the provision of these By-laws or as required by law, be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these by-laws; and in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

ARTICLE VII

Contracts, Checks, Deposits and Funds

SECTION 1. **Contracts.** The Board of Directors may authorize any officer or officers, agent, or agents of the corporation, in addition to the officers so authorized by these By-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation and such authority may be general or confined to specific instances.

SECTION 2. **Checks, Drafts, Etc.** All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the treasurer and countersigned by the president of the corporation.

SECTION 3. **Deposits.** All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

SECTION 4. **Gifts.** The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the corporation.

ARTICLE VIII

Books and Records

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its member, Board of Directors and committees having any of the authority of the Board of Directors and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.



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ARTICLE IX **Fiscal Year**

The fiscal year of the corporation shall begin on the first day of January and end on the last day of December.

ARTICLE X **Seal**

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words 'Corporate Seal, Illinois'.

ARTICLE XI **Waiver of Notice**

Whenever any notice whatever is required to be given under the provisions of the General Not-For-Profit Act of Illinois or under the provision of the articles of incorporation or By-laws of the corporation, or the Declaration, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time state therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XII **Amendments to By-laws**

Until the date of the first annual meeting of the members, these by-laws may be altered, amended, or repealed, and new by-laws may be adopted, by the affirmative vote of a majority of the directors in office. From and after the date of the first annual meeting of the members, these by-laws, except Article XIV, may be altered, amended, or repealed and new by-laws may be adopted by the affirmative vote of 66-2/3% of all of the members at a regular meeting or at any special meeting. Article XIV and this Article XII may not be amended.

ARTICLE XIII **Liability and Indemnity**

The members of the Board of Directors and officers thereof shall not be liable to the members as members or unit owners for any acts or omissions made in good faith as such members of the Board of Directors or officers. The members shall indemnify and hold harmless each of such directors or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the unit owners, unless any such contract shall have been made in bad faith or contrary to the provision of these by-laws or the Declaration.



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Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by, or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XIV **Construction**

(a) Nothing hereinabove contained shall in any way be construed as altering, amending, or modifying the Declaration. Said Declaration and these by-laws shall always be construed to further the harmonious; beneficial, cooperative, and proper use and conduct of the Property. If there is any inconsistency or conflict between these by-laws and the aforesaid Declaration, the provisions of the Declaration shall control.

(b) All words and terms used herein which are also used in the Declaration shall have the same meaning as provided for such words and terms in the Declaration.



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EXHIBIT D

Unit	Percentage of Ownership	Unit	Percentage of Ownership	Unit	Percentage of Ownership
1/1A	.234881	2/1A	.234881	3/1A	.27135
1/1B	.145617	2/1B	.145617	3/1B	.147872
1/1C	.204225	2/1C	.204225	3/1C	.206479
1/1D	.219102	2/1D	.219102	3/1D	.221356
1/1E	.234881	2/1E	.234881	3/1E	.237135
1/1F	.234881	2/1F	.234881	3/1F	.234881
1/1G	.145617	2/1G	.145617	3/1G	.145617
1/1H	.206028	2/1H	.206028	3/1H	.206028
1/1J	.220004	2/1J	.220004	3/1J	.220004
1/1K	.234881	2/1K	.234881	3/1K	.234881
1/2A	.237135	2/2A	.237135	3/2A	.239390
1/2B	.147872	2/2B	.147872	3/2B	.150126
1/2C	.206479	2/2C	.206479	3/2C	.208733
1/2D	.221356	2/2D	.221356	3/2D	.223611
1/2E	.237135	2/2E	.237135	3/2E	.239390
1/2F	.237135	2/2F	.237135	3/2F	.237135
1/2G	.147872	2/2G	.147872	3/2G	.147872
1/2H	.208282	2/2H	.208282	3/2H	.208282
1/2J	.222258	2/2J	.222258	3/2J	.222258
1/2K	.237135	2/2K	.237135	3/2K	.237135
1/3A	.241644	2/3A	.241644	3/3A	.243898
1/3B	.152380	2/3B	.152380	3/3B	.154634
1/3C	.210987	2/3C	.210987	3/3C	.213242
1/3D	.225865	2/3D	.225865	3/3D	.228119
1/3E	.241644	2/3E	.241644	3/3E	.243898
1/3F	.241644	2/3F	.241644	3/3F	.241644
1/3G	.152380	2/3G	.152380	3/3G	.152380
1/3H	.212791	2/3H	.212791	3/3H	.212791
1/3J	.226766	2/3J	.226766	3/3J	.226766
1/3K	.241644	2/3K	.241644	3/3K	.241644



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Unit	Percentage of Ownership	Unit	Percentage of Ownership	Unit	Percentage of Ownership
4/1A	.237135	5/1A	.237135	6/1A	.234881
4/1B	.147872	5/1B	.234385	6/1B	.145617
4/1C	.206479	5/1C	.194758	6/1C	.204676
4/1D	.221356	5/1D	.147872	6/1D	.219102
4/1E	.237135	5/1E	.234385	6/1E	.234881
4/1F	.234881	5/1F	.237135	6/1F	.237135
4/1G	.145617	5/1G	.237135	6/1G	.147872
4/1H	.206028	5/1H	.234385	6/1H	.208282
4/1I	.220004	5/1I	.147872	6/1I	.222258
4/1K	.234881	5/1K	.204676	6/1K	.237135
		5/1L	.234385		
4/2A	.239390	5/1M	.237135	6/2A	.237135
4/2B	.150126			6/2B	.147872
4/2C	.208733	5/2A	.239390	6/2C	.206479
4/2D	.223611	5/2B	.236685	6/2D	.221356
4/2E	.239390	5/2C	.197012	6/2E	.237135
4/2F	.237135	5/2D	.150126	6/2F	.239390
4/2G	.147872	5/2E	.236685	6/2G	.150126
4/2H	.208282	5/2F	.239390	6/2H	.210537
4/2J	.222258	5/2G	.239390	6/2J	.224512
4/2K	.237135	5/2H	.236685	6/2K	.239390
		5/2J	.150126		
4/3A	.234898	5/2K	.206390	6/3A	.241644
4/3B	.154634	5/2L	.236685	6/3B	.152380
4/3C	.213242	5/2M	.239390	6/3C	.210987
4/3D	.228119			6/3D	.225865
4/3E	.243898	5/3A	.243898	6/3E	.241644
4/3F	.241644	5/3B	.241193	6/3F	.243898
4/3G	.152380	5/3C	.201520	6/3G	.154634
4/3H	.212791	5/3D	.154634	6/3H	.215045
4/3J	.226766	5/3E	.241193	6/3J	.229021
4/3K	.241644	5/3F	.243898	6/3K	.243898
		5/3G	.243898		
		5/3H	.241193		
		5/3J	.154634		
		5/3K	.211438		
		5/3L	.241193		
		5/3M	.243898		



Bristol Court Condominium Association

Unit	Percentage of Ownership	Unit	Percentage of Ownership	Unit	Percentage of Ownership
7/1A	.234881	8/1A	.234881	9/1A	.237135
7/1B	.232176	8/1B	.232176	9/1B	.147872
7/1C		8/1C	.192503	9/1C	.206479
7/1D	.145617	8/1D	.145617	9/1D	.221356
7/1E	.184794	8/1E	.232176	9/1E	.237135
7/1F	.282218	8/1F	.234881	9/1F	.234881
7/1G	.237135	8/1G	.234881	9/1G	.145617
7/1H	.234385	8/1H	.232176	9/1H	.203028
7/1I	.147872	8/1I	.145617	9/1I	.220004
7/1K	.204676	8/1K	.202827	9/1K	.234881
7/1L	.234385	8/1L	.232176		
7/1M	.237135	8/1M	.234881	9/2A	.239390
				9/2B	.150126
7/2A	.237135	8/2A	.237135	9/2C	.208733
7/2B	.234385	8/2B	.234385	9/2D	.223611
7/2C	.194758	8/2C	.194758	9/2E	.239390
7/2D	.147872	8/2D	.147872	9/2F	.237135
7/2E	.234385	8/2E	.186643	9/2G	.147872
7/2F	.237135	8/2F	.284472	9/2H	.208282
7/2G	.239390	8/2G	.237135	9/2I	.222258
7/2H	.236685	8/2H	.234385	9/2K	.237135
7/2J	.150126	8/2J	.147872		
7/2K	.206930	8/2K	.204676	9/3A	.248576
7/2L	.236685	8/2L	.234385	9/3B	.154634
7/2M	.239390	8/2M	.237135	9/3C	.213242
				9/3D	.228119
7/3A	.241644	8/3A	.241644	9/3E	.243898
7/3B	.238894	8/3B	.238894	9/3F	.241644
7/3C	.199266	8/3C	.199266	9/3G	.152380
7/3D	.152380	8/3D	.152380	9/3H	.212791
7/3E	.238894	8/3E	.238894	9/3I	.226766
7/3F	.241644	8/3F	.241644	9/3K	.241644
7/3G	.243898	8/3G	.241644		
7/3H	.241193	8/3H	.238894		
7/3J	.154364	8/3J	.152380		
7/3K	.211438	8/3K	.209184		
7/3L	.241193	8/3L	.238894		
7/3M	.243898	8/3M	.241644		



Bristol Court Condominium Association

Unit	Percentage of Ownership	Unit	Percentage of Ownership	Unit	Percentage of Ownership
10/1A	.234881	11/1A	.234881	12/1A	.283976
10/18	.232176	11/1B	.145617	12/18	.183036
10/1C	.192503	11/1C	.204676	12/1C	.195659
10/10	.145617	11/1D	.219102	12/10	.133445
10/1E	.232176	11/1E	.234881	12/1E	.197463
10/1F	.234881	11/1F	.237135	12/1F	.231275
10/1G	.234881	11/1G	.147872	12/1G	.234881
10/1H	.232176	11/1H	.208282	12/1H	.237135
10/1J	.145617	11/1J	.172667	12/1J	.229021
10/1K	.202827	11/1K	.286276	12/1K	.209184
10/1L	.232176			12/1L	.137502
10/1M	.234881	11/2A	.237135	12/1M	.217750
		11/2B	.147872	12/1N	.180782
10/2A	.234881	11/2C	.206479	12/1p	.296276
10/28	.232176	11/2D	.221356		
10/2C	.192503	11/2E	.237135	12/2A	.237135
10/20	.145617	11/2F	.239390	12/28	.233529
10/2E	.232176	11/2G	.150126	12/2C	.197463
10/2F	.234881	11/2H	.210537	12/20	.135699
10/2G	.234881	11/2J	.174921	12/2E	.199717
10/2H	.232176	11/2K	.288485	12/2F	.184794
10/2J	.145617			12/2G	.286276
10/2K	.202827	11/3A	.241644	12/2H	.239390
10/2L	.232176	11/38	.152380	12/2J	.231275
10/2M	.234881	11/3C	.210987	12/2K	.211438
		11/3D	.225865	12/2L	.139712
10/3A	.237135	11/3E	.241644	12/2M	.276357
10/38	.234385	11/3F	.243898	12/2N	.174921
10/3C	.194758	11/3G	.154634	12/2P	.239390
10/30	.147872	11/3H	.215045		
10/3E	.234385	11/3J	.179429	12/3A	.241644
10/3F	.237135	11/3K	.292993	12/38	.238037
10/3G	.237135			12/3C	.202422
10/3H	.234385			12/30	.140207
10/3J	.147872			12/3E	.204225
10/3K	.204676			12/3F	.238037
10/3L	.186643			12/3G	.241644
10/3M	.284472			12/3H	.243898
				12/3J	.235783
				12/3K	.215946
				12/3L	.144220
				12/3M	.280866
				12/3N	.179429
				12/3P	.243898



Bristol Court Condominium Association

Unit	Percentage of Ownership	Unit	Percentage of Ownership	
13/1A	.283976	14/1A	.234881	
13/18	.183036	14/18	.209635	
13/1C	.195659	14/1C	.147421	
13/10	.133445	14/10	.314227	
13/1E	.197463	14/1E	.234881	
13/1F	.159593	14/1F	.225369	
13/1G	.307465	14/1G	.234881	
13/1H	.237135			
13/1J	.229021	14/2A	.237135	
13/1K	.209184	14/28	.211844	
13/1L	.137502	14/2C	.135699	
13/1M	.217750	14/20		.148961*
13/1N	.229021	14/2E		.317512*
13/1p	.237135	14/2F	.237135	
		14/2G	.158241	
13/2A	.286276	14/2H	.196110	
13/28	.185290	14/2J	.172216	
13/2C	.198319	14/2K	.286276	
13/20	.135699			
13/2E	.199717			
13/2F	.233529	GARAGE		
13/2G	.237135	UNITS		
13/2H	.239390			
13/2J	.231275	Each		.006697*
13/2K	.211438			
13/2L	.139712			*(Amended 1978)
13/2M	.220004			
13/2N	.183036			
13/2P	.288485			
13/3A	.402138			
13/38	.275005			
13/3C	.142011			
13/30	.278161			
13/3E	.402138			
13/3F	.404393			
13/3G	.291235			
13/3H	.135699			
13/3J	.301604			
13/3K	.404393			



Bristol Court Condominium Association

AMENDMENT
TO
DECLARATION OF CONDOMINIUM
PURSUANT TO THE CONDOMINIUM PROPERTY ACT
FOR 'BRISTOL
COURT'

This amendment made this 1st day of February 1976, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally but solely as Trustee under Trust Agreement dated August 15, 1977, and known as Trust No. 41060 (hereinafter called 'Trustee')

RECITALS:

A. BRISTOL COURT VENTURE, a limited partnership (hereinafter called 'Developer') executed as Developer that certain Declaration of condominium Pursuant to the Condominium Property Act for Bristol Court (hereinafter called 'Bristol Court') recorded in the Office of the Recorder of Deeds, Cook County, Illinois, on April 29, 1974, as Document No. 22699774, which Declaration submitted to the Illinois Condominium Property Act the following described real estate:

Parcel 1

All of Lot 'A' in Sellergren's Bristol Court being a subdivision of parts of Lots 8 and 10 in the owner's partition of Lots 30 to 33 in the County Clerk's division of the Northwest ¼ of Section 34. Township 41 North. Range 12. East of the Third Principal Meridian according to the plat thereof recorded June 10, 1966, as document 19852990 in Cook County, Illinois.

ALSO

Parcel 2

All first addition to Sellergren's Bristol Court, being a Subdivision of Lot 5 (including that part thereof falling in Lot 1 of Decanini Resubdivision as recorded on November 7, 1963, as Document No. 18964943) and Lot 7 except the West 327.60 feet thereof in owner's partition of Lots 30, 31, 32 and 33 of the County Clerk's Division of the Northwest quarter of Section 34, Township 41 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois. (Hereinafter called 'Parcel').



Bristol Court Condominium Association

B. Trustee has succeeded to all of the rights, privileges, duties and obligations of the Developer in and under the Declaration and is now the legal titleholder of all units in the Bristol Court Condominium except for the following: 19 residential units and 15 garage units:

Residential Units	Residential Units	Garage Units	Garage Units
3/1B	11/1G	4/Z2	11/Z10
4/1 E	12/2F	4/Z16	11/Z12
4/2B	11/2H	4/Z17	11/Z26
4/2E	11/3P	4/Z26	11/Z27
4/3C	11/3K	7/Z2	13/Z20
7/1A	12/1L	7/Z3	13/Z21
7/1D	12/2D	7/Z13	13/Z37
7/1F	13/3F	7/Z27	
7/1G	14/1C		
	14/1G		

C. The units of which Trustee is the legal titleholder have an undivided 95.816368% interest in the common elements of the Bristol Court Condominium.

D. Trustee desires to amend the Declaration and by-laws for the following purposes:

- a. To correct the Percentage of Ownership Interest in common elements for units 14/2D and 14/2E as set forth in Exhibit D to the Declaration which is now in error as to those units.
- b. To eliminate Garage unit 7/z36 from Exhibit A, C and D to the Declaration, because such area shall be used as part of the common elements as determined by the Board.
- c. To add Garage units 8/Z35, 8/Z36, 9/Z28, 12/Z39 and 12/Z40 to Exhibits A, C and D to the Declaration.
- d. To change the Percentage of Ownership Interest to the Common Elements in Exhibit D to the Declaration for all Garage units because of the elimination of one Garage unit and the adding of five Garage units as above described.
- e. To correct the Unit boundaries as shown on the Plat attached as Exhibit C to the Declaration for units: 11/1J, 11/1K, 11/2J, 11/2K, 14/1C, 14/1D, 14/2D, 14/2E, 14/2J and 14/2K which boundaries are now in error to those units.
- f. To add additional restrictions on pets by amending Paragraph 11(f) of the Declaration.
- g. To add the definition of 'Developer' to Paragraph 1 of the Declaration to clearly include the Trustee and its beneficiary, their successors, and assigns.



Bristol Court Condominium Association

- h. To exclude from the right of first refusal in the Board of Directors of the Association Unit leases of one (1) year or less.
- i. To require only a majority vote of the Board of Directors of those present at a meeting where a quorum exists to release or waive the right of first refusal.
- j. To delete the right of Alison Mortgage Investment Trust to direct the Board of Directors to engage an insurance trustee to receive and disburse insurance proceeds resulting from any casualty loss.
- k. To amend the By-laws so that the Board of Directors may act upon majority vote of the Directors present when a quorum exists except where otherwise provided by law or by the By-laws. NOW, THEREFORE, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee as aforesaid and not individually, as the successor to the Developer, as the legal titleholder of the above described units, and for the purposes above set forth, DECLARES AS FOLLOWS:

1. Exhibits A and D to the Declaration are deleted in their entirety and new Exhibits A and D attached here to are inserted in lieu thereof.
2. Pages 32, 33, 41, 42, 49, 50, 51, and 54 of the Plat attached as Exhibit C to the Declaration are deleted in their entirety and new pages 32, 33, 41, 42, 49, 50, 51 and 54 of Exhibit C attached hereto are inserted in lieu thereof.
3. Paragraph 11(f) of the Declaration is deleted, and a new Paragraph 11(f) is inserted in lieu thereof as follows:

"11(f) No animals of any kind shall be raised, bred or kept in any unit or in the common elements, except that dogs, cats or other usual household pets may be kept in units, subject to the limitations hereinafter set forth in this Paragraph 11(f) and to rules and regulations adopted by the Board, provided that they are not, kept, bred or maintained for any commercial purpose. Pets shall not be permitted in the passenger elevators. Pets shall not be permitted in the lobby of the building. No pet weighing more than twenty (20) pounds shall be permitted on the property, except for pets presently owned on the property. Only existing owners, those occupants leasing units on the date hereof and initial purchasers of units from Developer shall be permitted to keep dogs in their units. Subsequent occupants and owners shall not be permitted to keep dogs in their units. Any such pet kept in violation of the limitations of this Paragraph 11(f) or in violation of rules and regulations adopted by the Board or casing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days' written notice from the Board"

4. Paragraph 1 of the Declaration is hereby amended by adding thereto as subparagraph (f) the definition of 'Developer' as follows:



Bristol Court Condominium Association

"(f) 'Developer' means American National bank and Trust company of Chicago, as Trustee under Trust Agreement dated August 15, 1977, and known as Trust No. 41060, the beneficiary of such Trust and their successors and assigns.

5. Paragraph 7(n) of the Declaration is hereby amended by deleting from the first line thereof the words "all the members of" so that the first line shall now read:

"(n) Upon the written consent of the Board, any of the rights"

6. Paragraph 9(a)(i) of the Declaration is hereby amended by deleting from the first and second lines of the second full paragraph thereof the words "and, upon the written demand of ALISON MORTGAGE INVESTMENT TRUST, shall".
7. Article V, Section 9 of the By-laws attached as Exhibit B to the Declaration is hereby deleted and the following is inserted in lieu thereof:

"SECTION 9. **Manner of Acting.** Except as otherwise provided in the Declaration, these By-laws or by law, the Board shall act by majority vote of those present at its meetings when a quorum exists."

8. Trustee's Exculpation. This amendment is executed by Trustee as Trustee as aforesaid and not individually, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Trustee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person hereafter claiming any interest under this amendment that Trustee, as Trustee as aforesaid and not personally, has joined in the execution of this amendment for the sole purpose of subjecting the title holding interest and the trust estate described herein to the terms of this amendment, that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee or any of the beneficiaries under such Trust Agreement on account of this amendment or on account of any representation, obligation, duty, covenant or agreement of Trustee in this instrument contained either express or implied, all such personal liability, if any, being expressly waived or released, and further, that no duty shall rest upon Trustee, either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this amendment, except where Trustee is acting pursuant to direction as provided by the terms of such Trust Agreement, and after the Trustee has first been supplied with funds required for the purpose. In the event of conflict between the terms of this Paragraph and of the remainder of this amendment, or in the event of any question of apparent liability or obligation resting upon declarant, the exculpatory provision hereof shall be controlling.

IN WITNESS WHEREOF, the Trustee, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee aforesaid and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its Assistant Vice-president, and attested by its Assistant



Bristol Court Condominium Association

Secretary, the day and year first above written.

EXHIBIT A

Units 1/1A to 1/1H, 1/1J and 1/1K, 1/2A to 1/2H, 1/2J and 1/2K, 1/3A to 1/3H, 1/3J and 1/3K, 2/1A to 2/1H, 2/1J and 2/1K, 2/2A to 2/2H, 2/2J and 2/2K, 2/3A to 2/3H, 2/3J and 2/3K, 3/1A to 3/1H, 3/1J and 3/1K, 3/2A to 3/2H, 3/2J and 3/2K, 3/3A to 3/3H, 3/3J and 3/3K, 4/1A to 4/1H, 4/1J and 4/1K, 4/2A to 4/2H, 4/2J and 4/2K, 4/3A to 4/3H, 4/3J and 4/3K, 5/1A to 5/1H, 5/1J to 5/1M, 5/2A to 5/2H, 5/2J to 5/2M, 5/3A to 5/3H, 5/3J to 5/3M, 6/1A to 6/1H, 6/1J and 6/1K, 6/2A to 6/2H, 6/2J and 6/2K, 6/3A to 6/3H, 6/3J and 6/3K, 7/1A to 7/1H, 7/1J to 7/1M, 7/2A to 7/2H, 7/2J to 7/2M, 7/3A to 7/3H, 7/3J to 7/3M, 8/1A to 8/1H, 8/1J to 8/1M, 8/2A to 8/2H, 8/2J to 8/2M, 8/3A to 8/3H, 8/3J to 8/3M, 9/1A to 9/1H, 9/1J and 9/1K, 9/2A to 9/2H, 9/2J and 9/2K, 9/3A to 9/3H, 9/3J and 9/3K, 10/1A to 10/1H, 10/1J to 10/1M, 10/2A to 10/2H, 10/2J to 10/2M, 10/3A to 10/3H, 10/3J to 10/3M, 11/1A to 11/1H, 11/1J and 11/1K, 11/2A to 11/2H, 11/2J and 11/2K, 11/3A to 11/3H, 11/3J and 11/3K, 12/1A to 12/1H, 12/1J to 12/1N and 12/1P, 12/2A to 12/2H, 12/2J to 12/2N and 12/2P, 12/3A to 12/3H, 12/3J to 12/3N and 12/3P, 13/1A to 13/1H, 13/1J to 13/1N and 13/1P, 13/2A to 13/2H, 13/2J to 13/2N and 13/2P, 13/3A to 13/3H, 13/3J and 13/3K, 14/1A to 14/1G, 14/2A to 14/2H and 14/2J and 14/2K, 1Z1 to 1Z28, 2/Z1 to 2/Z28, 3/Z1 to 3/Z28, 4/Z1 to 4/Z28, 5/Z1 to 5/Z36, 6/Z1 to 6/Z28, 7/Z1 to 7/Z36, 8/Z1 to 8/Z34, 9/Z1 to 9/Z27, 10/Z1 to 10/Z36, 11/Z1 to 11/Z28, 12/Z1 to 12/Z38, 13/Z1 to 13/Z42 AS DELINEATED ON Plat of Survey of the following legally described property:

Parcel 1

All of Lot 'A' in Sellergren's Bristol Court being a subdivision of parts of Lots 8 and 10 in the owner's partition of Lots 30 to 33 in the County Clerk's division of the Northwest ¼ of Section 34. Township 41 North. Range 12. East of the Third Principal Meridian according to the plat thereof recorded June 10, 1966, as document 19852990 in Cook County, Illinois.

ALSO

Parcel 2

All first addition to Sellergren's Bristol Court, being a Subdivision of Lot 5 (including that part thereof falling in Lot 1 of Decanini Resubdivision as recorded on November 7, 1963, as Document No. 18964943) and Lot 7 except the West 327.60 feet thereof in owner's partition of Lots 30, 31, 32 and 33 of the County Clerk's Division of the Northwest quarter of Section 34, Township 41 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois, which Plat of Survey is attached as Exhibit C to Declaration of Condominium made by Bristol Court Venture, a limited partnership recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 22699774.



Bristol Court Condominium Association

EXHIBIT D

Unit	Percentage of Ownership	Unit	Percentage of Ownership	Unit	Percentage of Ownership
1/1A	.234881	2/1A	.234881	3/1A	.237135
1/1B	.145617	2/1B	.145617	3/1B	.147872
1/1C	.204225	2/1C	.204225	3/1C	.206479
1/1D	.219102	2/1D	.219102	3/1D	.221356
1/1E	.234881	2/1E	.234881	3/1E	.237135
1/1F	.234881	2/1F	.234881	3/1F	.234881
1/1G	.145617	2/1G	.145617	3/1G	.145617
1/1H	.206028	2/1H	.206028	3/1H	.206028
1/1J	.220004	2/1J	.220004	3/1J	.220004
1/1K	.234881	2/1K	.234881	3/1K	.234881
1/2A	.237135	2/2A	.237135	3/2A	.239390
1/2B	.147872	2/2B	.147872	3/2B	.150126
1/2C	.206479	2/2C	.206479	3/2C	.208733
1/2D	.221356	2/2D	.221356	3/2D	.223611
1/2E	.237135	2/2E	.237135	3/2E	.239390
1/2F	.237135	2/2F	.237135	3/2F	.237135
1/2G	.147872	2/2G	.147872	3/2G	.147872
1/2H	.208282	2/2H	.208282	3/2H	.208282
1/2J	.222258	2/2J	.222258	3/2J	.222258
1/2K	.237135	2/2K	.237135	3/2K	.237135
1/3A	.241644	2/3A	.241644	3/3A	.243898
1/3B	.152380	2/3B	.152380	3/3B	.154634
1/3C	.210987	2/3C	.210987	3/3C	.213242
1/3D	.225865	2/3D	.225865	3/3D	.228119
1/3E	.241644	2/3E	.241644	3/3E	.243898
1/3F	.241644	2/3F	.241644	3/3F	.241644
1/3G	.152380	2/3G	.152380	3/3G	.152380
1/3H	.212791	2/3H	.212791	3/3H	.212791
1/3J	.226766	2/3J	.226766	3/3J	.226766
1/3K	.241644	2/3K	.241644	3/3K	.241644



Bristol Court Condominium Association

Unit	Percentage of Ownership	Unit	Percentage of Ownership	Unit	Percentage of Ownership
4/1A	.237135	5/1A	.237135	6/1A	.234881
4/1B	.147872	5/1B	.234385	6/1B	.145617
4/1C	.206479	5/1C	.194758	6/1C	.204676
4/1D	.221356	5/1D	.147872	6/1D	.219102
4/1E	.237135	5/1E	.234385	6/1E	.234881
4/1F	.234881	5/1F	.237135	6/1F	.237135
4/1G	.145617	5/1G	.237135	6/1G	.147872
4/1H	.206028	5/1H	.234385	6/1H	.208282
4/1I	.220004	5/1I	.147872	6/1I	.222258
4/1K	.234881	5/1K	.204676	6/1K	.237135
		5/1L	.234385		
4/2A	.239390	5/1M	.237135	6/2A	.237135
4/2B	.150126			6/2B	.147872
4/2C	.208733	5/2A	.239390	6/2C	.206479
4/2D	.223611	5/2B	.236685	6/2D	.221356
4/2E	.239390	5/2C	.197012	6/2E	.237135
4/2F	.237135	5/2D	.150126	6/2F	.239390
4/2G	.147872	5/2E	.236685	6/2G	.150126
4/2H	.208282	5/2F	.239390	6/2H	.210537
4/2I	.222258	5/2G	.239390	6/2I	.224512
4/2K	.237135	5/2H	.236685	6/2K	.239390
		5/2J	.150126		
4/3A	.234898	5/2K	.206390	6/3A	.241644
4/3B	.154634	5/2L	.236685	6/3B	.152380
4/3C	.213242	5/2M	.239390	6/3C	.210987
4/3D	.228119			6/3D	.225865
4/3E	.243898	5/3A	.243898	6/3E	.241644
4/3F	.241644	5/3B	.241193	6/3F	.243898
4/3G	.152380	5/3C	.201520	6/3G	.154634
4/3H	.212791	5/3D	.154634	6/3H	.215045
4/3I	.226766	5/3E	.241193	6/3I	.229021
4/3K	.241644	5/3F	.243898	6/3K	.243898
		5/3G	.243898		
		5/3H	.241193		
		5/3J	.154634		
		5/3K	.211438		
		5/3L	.241193		
		5/3M	.243898		



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Unit	Percentage of Ownership	Unit	Percentage of Ownership	Unit	Percentage of Ownership
7/1A	.234881	8/1A	.234881	9/1A	.237135
7/1B	.232176	8/1B	.232176	9/1B	.147872
7/1C		8/1C	.192503	9/1C	.206479
7/10	.145617	8/10	.145617	9/10	.221356
7/1E	.184794	8/1E	.232176	9/1E	.237135
7/1F	.282218	8/1F	.234881	9/1F	.234881
7/1G	.237135	8/1G	.234881	9/1G	.145617
7/1H	.234385	8/1H	.232176	9/1H	.203028
7/1J	.147872	8/1J	.145617	9/1J	.220004
7/1K	.204676	8/1K	.202827	9/1K	.234881
7/1L	.234385	8/1L	.232176		
7/1M	.237135	8/1M	.234881	9/2A	.239390
				9/2B	.150126
7/2A	.237135	8/2A	.237135	9/2C	.208733
7/2B	.234385	8/2B	.234385	9/20	.223611
7/2C	.194758	8/2C	.194758	9/2E	.239390
7/20	.147872	8/20	.147872	9/2F	.237135
7/2E	.234385	8/2E	.186643	9/2G	.147872
7/2F	.237135	8/2F	.284472	9/2H	.208282
7/2G	.239390	8/2G	.237135	9/2J	.222258
7/2H	.236685	8/2H	.234385	9/2K	.237135
7/2J	.150126	8/2J	.147872		
7/2K	.206930	8/2K	.204676	9/3A	.248576
7/2L	.236685	8/2L	.234385	9/3B	.154634
7/2M	.239390	8/2M	.237135	9/3C	.213242
				9/30	.228119
7/3A	.241644	8/3A	.241644	9/3E	.243898
7/3B	.238894	8/3B	.238894	9/3F	.241644
7/3C	.199266	8/3C	.199266	9/3G	.152380
7/30	.152380	8/30	.152380	9/3H	.212791
7/3E	.238894	8/3E	.238894	9/3J	.226766
7/3F	.241644	8/3F	.241644	9/3K	.241644
7/3G	.243898	8/3G	.241644		
7/3H	.241193	8/3H	.238894		
7/3J	.154364	8/3J	.152380		
7/3K	.211438	8/3K	.209184		
7/3L	.241193	8/3L	.238894		
7/3M	.243898	8/3M	.241644		



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Unit	Percentage of Ownership	Unit	Percentage of Ownership	Unit	Percentage of Ownership
10/1A	.234881	11/1A	.234881	12/1A	.283976
10/18	.232176	11/1B	.145617	12/18	.183036
10/1C	.192503	11/1C	.204676	12/1C	.195659
10/10	.145617	11/1D	.219102	12/10	.133445
10/1E	.232176	11/1E	.234881	12/1E	.197463
10/1F	.234881	11/1F	.237135	12/1F	.231275
10/1G	.234881	11/1G	.147872	12/1G	.234881
10/1H	.232176	11/1H	.208282	12/1H	.237135
10/1J	.145617	11/1J	.172667	12/1J	.229021
10/1K	.202827	11/1K	.286276	12/1K	.209184
10/1L	.232176			12/1L	.137502
10/1M	.234881	11/2A	.237135	12/1M	.217750
		11/2B	.147872	12/1N	.180782
10/2A	.234881	11/2C	.206479	12/1p	.296276
10/28	.232176	11/2D	.221356		
10/2C	.192503	11/2E	.237135	12/2A	.237135
10/20	.145617	11/2F	.239390	12/28	.233529
10/2E	.232176	11/2G	.150126	12/2C	.197463
10/2F	.234881	11/2H	.210537	12/20	.135699
10/2G	.234881	11/2J	.174921	12/2E	.199717
10/2H	.232176	11/2K	.288485	12/2F	.184794
10/2J	.145617			12/2G	.286276
10/2K	.202827	11/3A	.241644	12/2H	.239390
10/2L	.232176	11/38	.152380	12/2J	.231275
10/2M	.234881	11/3C	.210987	12/2K	.211438
		11/3D	.225865	12/2L	.139712
10/3A	.237135	11/3E	.241644	12/2M	.276357
10/38	.234385	11/3F	.243898	12/2N	.174921
10/3C	.194758	11/3G	.154634	12/2P	.239390
10/30	.147872	11/3H	.215045		
10/3E	.234385	11/3J	.179429	12/3A	.241644
10/3F	.237135	11/3K	.292993	12/38	.238037
10/3G	.237135			12/3C	.202422
10/3H	.234385			12/30	.140207
10/3J	.147872			12/3E	.204225
10/3K	.204676			12/3F	.238037
10/3L	.186643			12/3G	.241644
10/3M	.284472			12/3H	.243898
				12/3J	.235783
				12/3K	.215946
				12/3L	.144220
				12/3M	.280866
				12/3N	.179429
				12/3P	.243898



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Unit	Percentage of Ownership	Unit	Percentage of Ownership	Unit	Percentage of Ownership
13/1A	.283976	14/1A	.234881		
13/18	.183036	14/18	.209635		
13/1C	.195659	14/1C	.147421		
13/10	.133445	14/10	.314227		
13/1E	.197463	14/1E	.234881		
13/1F	.159593	14/1F	.225369		
13/1G	.307465	14/1G	.234881		
13/1H	.237135				
13/1J	.229021	14/2A	.237135		
13/1K	.209184	14/28	.211844		
13/1L	.137502	14/2C	.135699		
13/1M	.217750	14/20	.148961		
13/1N	.229021	14/2E	.317512		
13/1p	.237135	14/2F	.237135		
		14/2G	.158241		
13/2A	.286276	14/2H	.196110		
13/28	.185290	14/2J	.172216		
13/2C	.198319	14/2K	.286276		
13/20	.135699				
13/2E	.199717				
13/2F	.233529	GARAGE			
13/2G	.237135	UNITS			
13/2H	.239390				
13/2J	.231275	Each	.006697		
13/2K	.211438				
13/2L	.139712				
13/2M	.220004				
13/2N	.183036				
13/2P	.288485				
13/3A	.402138				
13/38	.275005				
13/3C	.142011				
13/30	.278161				
13/3E	.402138				
13/3F	.404393				
13/3G	.291235				
13/3H	.135699				
13/3J	.301604				
13/3K	.404393				



Bristol Court Condominium Association

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
PURSUANT TO THE CONDOMINIUM PROPERTY ACT FOR
"BRISTOL COURT"

WITNESSETH:

WHEREAS, Bristol Court Condominium Association ('Association') is a corporation organized and existing under the laws of the State of Illinois Not-For-Profit Act and is charged with the administration and operation of all the property and real estate submitted to the provisions of the Illinois Condominium Property Act subject to, and in accordance with, the terms and provisions of a certain Declaration of Condominium ('Declaration') recorded in the Office of the Recorder of Deeds of Cook county, Illinois on April 29, 1974 as document No. 22699774 and Amendment thereto recorded on the 7th day of April, 1978 as Document No. 234394152. Said Declaration submitted to the provisions of the Illinois condominium Property Act the following described real estate:

Parcel 1

All of Lot 'A' in Sellergren's Bristol Court being a subdivision of parts of Lots 8 and 10 in the owner's partition of Lots 30 to 33 in the County Clerk's division of the Northwest $\frac{1}{4}$ of Section 34. Township 41 North. Range 12. East of the Third Principal Meridian according to the plat thereof recorded June 10, 1966, as document 19852990 in Cook County, Illinois.

ALSO

Parcel 2

All first addition to Sellergren's Bristol Court, being a Subdivision of Lot 5 (including that part thereof falling in Lot 1 of Decanini Resubdivision as recorded on November 7, 1963, as Document No. 18964943) and Lot 7 except the West 327.60 feet thereof in owner's partition of Lots 30, 31, 32 and 33 of the County Clerk's Division of the Northwest quarter of Section 34, Township 41 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

WHEREAS the Association desires to amend the Declaration and By-laws which are attached to and made a part of said Declaration as Exhibit B, for the following purposes:

- (a) To increase the term of directors from one (1) year to two (2) years and stagger the election in alternating years so that no more than eight (8) directors are elected in any given year with each of the odd numbered buildings to have their directors elected in odd numbered years and the directors for the even



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- numbered buildings and the director-at-large to be elected in even numbered years.
- (b) To allow seventy-five (75%) percent of the Board of Directors to exercise the right of first refusal as provided in paragraph 7(h) of the Declaration in lieu of 66-2/3% of the individual unit owners.
 - (c) To increase the service charge for delinquent monthly assessments from one (1%) percent of the balance to ten (\$10.00) dollars and provide that the rules and regulations promulgated by the Board from time to time may provide for penalties for late payment of assessments.

NOW, THEREFORE, the Bristol Court Condominium Association for the purposes above set forth, declares as follows:

1. The last sentence of Article V, Section 2 of the By-laws is deleted, and the following sentence is inserted in lieu thereof as follows:

"One director shall be elected from among the unit owners of each building located on the property. In addition, there shall also be one director-at-large who shall be elected from among all unit owners. The directors of the odd numbered buildings shall be elected in odd numbered years and the directors of even-numbered buildings shall be elected in even numbered years. Each director shall be elected for a term of two (2) years, provided however, that Board members may succeed themselves."

2. Paragraph 7(h) and 7(n) of the Declaration are deleted and new paragraphs 7(h) and 7(n) are inserted in lieu thereof as follows:

"(h) The Board shall not exercise any option hereinabove set forth to purchase any unit without the prior written consent of at least seventy-five (75%) percent of the members of the Board. The members of the Board or their duly authorized representatives may bid to purchase at any auction or sale of the unit or interest therein of any unit owner, deceased or living, which said sale is held pursuant to any order or direction of a court upon the prior written consent of at least seventy-five (75%) percent of the members of the Board, which consent shall set forth a maximum price which the Board is authorized to bid and pay for said unit or interest therein."

"(n) Upon the written consent of at least four (4) members of the Board, any of the rights or options contained in this Paragraph 7 may be released or waived and the unit or interest therein which is subject to the right of first refusal set forth in this



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paragraph may be sold, conveyed, leased, given or devised free and clear of the provisions of this paragraph."

3. Paragraph 8(l) of the Declaration is deleted and a new paragraph 8(1) is inserted in lieu thereof as follows:
"(l) If a unit owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days the Board may assess a service charge of \$10.00 for each month, or part thereof, that said balance, or any part thereof, remains unpaid. In addition to any remedies or liens provided by law or penalties provided for by any rules and regulations promulgated by the board, if a unit owner is in default in the monthly payment of the aforementioned charges or assessments for thirty (30) days, the Board may bring suit for and on behalf of itself and as representative of all unit owners, to enforce collection thereof or to foreclose the lien therefor as provided by law, and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorney fees to be fixed by the court. In addition, the Board may also take possession of such defaulting unit owner's interest in property and maintain an action for possession of the unit in the manner provided by law. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common elements or abandonment of his or her unit."
4. That this Second Amendment is made pursuant to Paragraph 17 of the Declaration and has been signed and acknowledged in writing by all of the members of the Board, at least seventy-five (75%) percent of the unit owners and an Affidavit by the President of Bristol Court Condominium Association is attached hereto and made a part hereof certifying that a copy of these amendment provisions has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit not less than ten (10) days prior to the date of said Affidavit.
5. This Second Amendment conforms to the provisions of the Condominium Property Act of the State of Illinois.



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THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM PURSUANT TO THE CONDOMINIUM PROPERTY ACT FOR 'BRISTOL COURT'

THIS THIRD amendment to Declaration of Condominium Pursuant to the Condominium Property Act for 'Bristol Court' made as of the 9th day of December 1982.

WHEREAS, by Declaration of Condominium recorded in the office of the Recorder of Deeds for Cook County, Illinois on April 29, 1974, as Document No. 22699774, the property legally described on Exhibit A attached hereto was submitted to the provision of the Illinois Condominium Property Act (said Declaration of Condominium as from time to time heretofore amended is herein called the 'Declaration') and

WHEREAS, the Board of Directors of the Bristol Court Condominium Association (the 'Association') has recommended to the owners of condominium units at Bristol Court that the Declaration be amended in the manner hereafter set, and

WHEREAS, Section 17 of the Declaration provides as follows:

"Amendments. Except as hereinafter otherwise provided the provisions of Paragraph 1, 2, 3, 4, 5, 6, sub-paragraph (k)(iv) of Paragraph 7, sub-paragraphs (i), (n) and (p) of Paragraph 8, sub-paragraph (a) of Paragraph 11 and this Paragraph 17 of this Declaration, may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all members of the Board, all of the unit owners and all mortgagees having bona fide liens of records against any units. Except as hereinafter otherwise provided, other provisions of this Declaration may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all of the members of the Board, at least 75% of the unit owners and containing an affidavit by an officer of the Board certifying that a copy of the amendment, change, modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit, no less than (10) day prior to the date of such affidavit. Any amendment, change or modification shall conform to the provisions of the condominium Property Act and shall be effective upon recordation thereof. No change, modification or amendment which affects the rights, privileges or obligations of the Developer shall be effective without the prior written consent of the Developer." And

WHEREAS, all members of the Board of Directors of the Association have signed and acknowledged this Amendment and not less than 75% of the owners of condominium units have signed and acknowledged a counterpart of this amendment in accordance with the provisions of Section 17 of the Declaration in order to effectuate said amendment.



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NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Section 8(g) of the Declaration is amended by adding thereto the following as subsection "(iv)":

"8(g)(iv) upon a vote of not less than 75% of the members of the Board, to grant licenses and easements over, under, on and through the common elements for the purpose of permitting the installation of cables and other equipment required to provide cable television service to the units."

2. Section 8(u) of the Declaration is amended by deleting said Section 8(u) and substituting in lieu thereof the following:

"(u) Except as provided in paragraph 8(i) hereof with respect to legal action for collection of unpaid maintenance expenses, and for enforcement of liens with respect thereto, the Board shall not commence litigation, either in its own name or on behalf of the unit owners, without the affirmative vote of not less than 75% of the members of the Board."

3. Section 11(c) of the Declaration is amended by deleting the last sentence thereof and inserting the following in lieu thereof:

"All costs and expenses incurred for the decoration of and repair and replacement of personalty in the meeting rooms located in the buildings forming part of the property shall constitute common expenses of the Association."

4. Section 11(f) of the Declaration is amended by deleting the fourth sentence thereof and substituting in lieu thereof the following:

"No unit owner or other occupant of any unit shall be permitted to keep or maintain a dog in his unit except for (i) a unit owner who owned and occupied his unit as of February 1, 1978; (ii) a lessee who occupied a unit pursuant to a written lease as of February 1, 1974; or (iii) a unit owner who purchased his unit from the Developer, provided, however, that no unit owner or lessee of a unit (including any unit owner who purchased his unit from the Developer) and who is permitted to keep a dog in his unit as herein provided shall be permitted to replace such dog or keep or maintain in his unit any dog other than that which presently lives therein."

IN WITNESS WHEREOF, all the members of the Board of Directors of the Association and not less than 75% of the owners of units in the condominium have executed these presents in accordance with the provisions of Section j 17 of the Declaration.



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FOURTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM PURSUANT TO THE CONDOMINIUM PROPERTY ACT FOR BRISTOL COURT CONDOMINIUM ASSOCIATION

This document is recorded for the purpose of amending the Declaration of Condominium pursuant to the Condominium Property Act (hereafter the 'Declaration') for Bristol Court Condominium Association (hereafter the 'Association'), which Declaration was recorded on April 29, 1974, as Document No. 22699774 in the Office of the Recorder of Deeds of Cook County, Illinois.

RECITALS

WHEREAS, the Association is a condominium organized pursuant to the provisions of the Declaration and the Illinois Condominium Property Act; and

WHEREAS, certain language in the Declaration arguably violates the Illinois Condominium Property Act; and

WHEREAS, the Board of Managers desires to bring the Declaration into conformity with the Illinois Condominium Property Act; and

WHEREAS, pursuant to Section 327 () (1) of the Illinois Condominium Property Act, an amendment effectuating this intent has been approved by an affirmative vote of a two-thirds (2/3) majority of the board of Managers voting at a meeting called for such purposes;

NOW, THEREFORE, the Declaration of Condominium pursuant to the condominium Property Act for Bristol Court Condominium Association is hereby amended as follows:

1. Section 3 of the Declaration is hereby amended by adding the following:
"An owner/s may at their own expense, subdivide or combine units and locate or relocate common elements affected or required thereby, in accordance with the requirements of the Condominium Property Act."
2. Section 7 is hereby amended by adding subsection (p) which states as follows: "In the event of any resale of a condominium unit by a unit owner other than the Developer such unit owner may obtain from the Board of Managers for purposes of making available for inspection to prospective purchasers, upon demand, the following:

"In the event of any resale of a condominium unit by a unit owner other than the Developer, such unit owner may obtain from the Board of Managers for purposes of making available for inspection to prospective purchasers, upon demand, the following:
 - a. A copy of the Declaration, By-laws, other condominium instruments and any rules and regulations.



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- b. A statement of any liens, including a statement of the account of the unit setting forth the amount of unpaid assessments and other charges due and owing.
 - c. A statement of any capital expenditures anticipated by the Association within the current or succeeding two fiscal years.
 - d. A statement of the status and amounts of any reserve for replacement fund and any portion of such fund earmarked for any specific project by the board of Managers.
 - e. A copy of the statement of financial condition of the Association for the least fiscal year for which such statement is available.
 - f. A statement of the status of any pending suits or judgments in which the Association is a party.
 - g. A statement setting forth what insurance coverage is provided for all unit owners by the Association.
 - h. A statement setting forth whether or not any improvements or alterations made to the unit, or the limited common elements assigned thereto, by the prior unit owner, are in good faith believe to be in compliance with the condominium instruments.
 - i. The President of the Association or such other officer as is designated by the board shall furnish the above information when requested to do so in writing and within thirty (30) days of the request.
 - j. The Board of Managers shall establish a reasonable fee covering the direct out-of-pocket cost of providing such information and copying."
3. Section 7 is hereby amended by adding subsection (q) which states as follows:
"This Declaration of condominium Ownership, By-laws 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 incorporated in any lease executed or renewed on or after August 30, 1984."
4. Section 8, subsection (g)(iv) of the Declaration is hereby deleted in its entirety.
5. Section 8, subsection (g) is hereby amended by adding the following:
- iv.* Upon authorization by a two-thirds (2/3) vote of the members of the board of Managers or by the affirmative vote of the units owners having more than one-half (1/2) of the total votes, at a meeting duly called for such purpose, the Board, acting on behalf of all owners shall have the power to seek relief from or in connection with the assessment or levy of 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 against or levied upon the unit owners. In addition, the Board may act on behalf of all unit owners in connection with any other matter where the respective interests of the unit owners are deemed by the Board to be similar and not adverse to each other. The cost of such services shall be a common expense.
 - v. The Association shall have no authority to forebear the payment of assessments by any unit owner.
 - vi. The Board shall have the authority to impose charges for late payments of a unit



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owner's proportionate share of the common expenses, or any other expenses lawfully agreed upon, and after notice and opportunity to be heard, may levy reasonable fines for violations of the Declaration, By-laws and rules and regulations of the Association.

- vii. The Board shall have the right to assign its future income, including the right of receive common expense.
- viii. The Board shall have the right to record the granting of easements for the laying of cable television cable where authorized by unit owners holding a majority of more than fifty (50%) percent of the total votes at a meeting of unit owners duly called for such purpose. The granting of such easement shall be in accordance with the terms and conditions of any local ordinance providing for cable television in the municipality.
- ix. The Board of Managers shall require that all officers, employees, or other persons who either handle or are responsible for funds held or administered by the Association shall furnish a fiduciary bond which covers the maximum amount of funds that will be in the custody of the Association plus the association reserve fund, the premium cost of which shall be paid by the Association.
- x. The board of Managers shall have such additional authority as is authorized by the Condominium Property Act the Declaration or By-laws.

In the performance of their duties, the officers and members of the Board of Managers are required to exercise, whether appointed by the Developer or elected by the unit owners, the care required by a fiduciary of the unit owners."

6. Section 8, subsection (i) is hereby amended by deleting the first paragraph thereof and replacing it with the following:

"i. Each year on or before November 15th, the Board shall estimate the annual budget of common expenses (the 'annual budget') including the total amount required for the cost of wages, materials, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. Each owner shall receive, at least thirty (30) days prior to the adoption thereof by the board, a copy of the proposed annual budget together with an indication of which portions are intended for capital expenditures for repairs or payment of real estate taxes. Each owner shall also receive notice, in the same manner as provided in the Condominium Property Act for membership meetings of any meeting of the Board concerning the adoption of the proposed annual budget or any increase, or establishment of an agreement. Immediately after adoption, the Board shall distribute to each owner a detailed annual budget, setting forth all anticipated expenses by category as well as all anticipated assessments and other income. The budget shall set forth each owner's common expense assessment. The annual budget shall be assessed to the unit owners according to each unit owner's percentage of ownership in the common elements; provided, however, that if



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any costs or expenses incurred by the board are billed on the basis of a fixed charge per unit, or per occupied unit, then each such charge may be assessed by the Board to the units involved on the basis of such fixed charge, without reference to percentages of ownership in the common elements. Furthermore, each owner of a unit in which the usage of gas for cooking purposes is not separately metered to such unit owner, shall pay a fixed charge of \$.75 per month to the maintenance fund. Any fixed charge assessed against a unit by virtue of the preceding two sentences shall be considered a common expense and shall become a lien and may be perfected and foreclosed in the manner provided in Section 9 of the Condominium Property Act. On or before January 1st of the ensuing year, and 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, 1/12 of the assessment made pursuant to this paragraph. On or before the 1st day of February of each calendar year commencing 1975, the Board shall supply to all unit owners an itemized accounting of the maintenance expenses for the preceding year actually occurred, together with an indication of what portions were for capital expenditures or payments of real estate taxes and with a tabulation of the amounts collected pursuant to the estimates provided and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each owner's percentage of ownership in the common elements to the next monthly installments due from owners under the current year's estimate, until exhausted. The Board may build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year, shall be charged first against such reserve. If said annual budget proves inadequate for any reason, including non-payment of any owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the unit owners according to each unit owner's percentage of ownership in the common elements. The Board shall serve notice of such further assessment on all unit owners by a statement in writing giving the amount and reason therefor, and such further assessment shall become effective with the monthly maintenance payment, which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All unit owners shall be obligated to pay the adjusted monthly payment.

If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen (115%) percent of the assessments for the preceding year, the board of Managers, upon written petition of unit owners with twenty (20%) percent 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.



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Unless a majority of the votes of the unit owners are cast at the meeting to reject the budget, it shall be deemed ratified whether or not a quorum is present. In determining whether assessments exceed one hundred fifteen (115%) percent of similar assessments in prior years, for the purposes of this subparagraph, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, and any anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the competition."

7. Section 8 subsection (j) is hereby deleted in its entirety and replaced with the following:

Records of the Association – Availability for Examination: The manager or Board of Managers shall maintain the following records of the Association available to examination and copying at convenient hours of weekdays by the unit owners or their mortgagees or their duly authorized agents or attorneys:

- i.* Copies of the recorded Declaration and By-laws and any amendments, Articles of Incorporation of the Association, annual reports and any rules and regulations adopted by the Association, or its Board of Managers shall be available. Prior to the organization of the Association, the Developer shall maintain and make available the records set forth in this subparagraph (i) for examination and copying.
- ii.* Detailed accurate records in chronological order of the receipts and expenditures affecting the common elements, specifying, and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Association shall be maintained.
- iii.* The minutes of all meeting 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.
- iv.* Ballots for all elections to the Board of Managers and for any other matter voted on by the unit owners shall be maintained for a period of not less than one (1) year.
- v.* Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 5 of the General Not-For-Profit Corporation Act shall be maintained.
- vi.* A reasonable fee may be charged by the Association or its Board of Managers for the cost of copying."

8. Section 8, subparagraph (l) is hereby amended by adding the following:

"In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any owner shall fail to pay the proportionate share of common expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include the right to take possession of such defaulting owner's interest in the property, to maintain for the benefit



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of all other owners an action for possession in the manner prescribed by Article IX of the Code of Civil Procedure and to execute leases of such defaulting owner's interest in the property and apply the rents derived therefrom against such expenses."

9. Section 8, subparagraph (o) of the Declaration is hereby deleted in its entirety and replaced with the following:

"The Board may, from time to time adopt or amend such rules and regulations governing the operation, maintenance, beautification and use of the common elements and the units, not inconsistent with the terms of this Declaration, after a meeting of the unit owners held for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations and conforms to the procedural requirements for calling of a regular or special meeting of the Association. No quorum is required at this meeting of unit owners. However, no rules or regulation may impair any rights guaranteed under the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution. Subsequent to Board action adopting or amending the rules and regulations, the Board shall give written notice of such rules and regulations to all owners and occupants and the entire property shall at all times be maintained subject to such rules and regulations. Any violation of such rules or regulations shall be deemed a violation of the terms of this Declaration. If within thirty (30) days from the date of written notice to the owners and occupants of the adoption of any such rules or amendments thereto, if unit owners having one-fourth (1/4) or more of the total votes shall file with the board a written objection thereto, then such rule and regulation or amendments thereto shall be deemed rescinded until approved by the unit owners have two-thirds (2/3) or more of the total votes."

10. Section 13 of the Declaration is hereby deleted in its entirety and replaced with the following:

"The Board or its agents or employees upon reasonable notice may enter any unit, when necessary, in connection with any painting, maintenance or reconstruction for which the Board is responsible, or which the Board has the right or duty to do. Such entry shall be made with as little inconvenience to the unit owners as practicable and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund."

11. Section 20 of the Declaration is hereby amended by adding the following:

"In the event of a conflict between any provision of this Declaration of Condominium and By-laws and any provisions of the Condominium Property Act, as amended, the provisions of the Condominium Property Act shall prevail."

12. Section 8, subsection (l) is hereby deleted in its entirety and replaced with the following:

"(l) All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first (1st) day of each month. Any payment of the foregoing which is received after the tenth (10th) day of the month shall be considered late. The Board may establish service charges, fines, or other charges for the late payments or non-payments of the foregoing obligations of a unit owner. Any such service charge, fine,



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or other charge shall be added to and be deemed a part of the unit owner's share of the common expense. The Board shall have the authority to credit back any late charges which may have been added to a unit owner's account under appropriate circumstances. In addition, to any remedies or liens provided by law, if a unit owner is in default in the monthly payment or the aforesaid charges or assessments for thirty (30) days, as representative of all unit owners, to enforce collection thereof or to foreclose the lien therefor as provided by law, and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorney fees to be fixed by the Court. In addition, the Board may also take possession of such defaulting unit owner's interest in the property and maintain an action for possession of the unit in the manner provided by law. No owner may waive or otherwise escape liability for the assessments provided for herein by non-user of the common elements or abandonment of his or her unit."



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The By-laws of Bristol Court Condominium Association are hereby amended as follows:

1. Article III, Section 2(c) is hereby deleted in its entirety and replaced with the following:

"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 the unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There shall be presumed to be majority agreement when any one of the multiple owners casts the votes allocated to that unit without protest being made promptly to the person residing over the meeting by any of the owners of the unit."

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

"Special meetings of the Association may be called at any time for the purpose of considering matters which, by the terms of the Condominium Property Act or this Declaration, require the approval of the unit owners, or for any other reasonable purpose. Said meetings shall be

called by written notice, authorized by the President of the Association, the Board of Managers, or by unit owners having twenty (20%) percent of the total votes."

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

"Written or printed notice stating the place, day and hour of any meeting of members shall be delivered either personally or by mail, to each member entitled to vote at such meeting, not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the president or the secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or by these By-laws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the corporation with postage thereon prepaid."

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



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"At membership meetings a unit owner may vote by proxy executed in writing by the unit owner or by his duly authorized attorney in fact. The proxy shall be invalid after eleven (11) months from the date of execution, unless expressly provided in the proxy. Every proxy must bear the date of execution."

5. Article IV, Section 7 is hereby added which states as follows:

"Participation of Contract Purchasers. 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 member of the Board of Managers at any meeting of the unit owners called for purposes of electing member of the Board, shall have the right to vote for the election of the members of the Board of Managers, 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 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 set forth in Section 1(e) of 'An Act Relating to Installment Contracts to Dwelling Structures', approved April 11, 1967, as amended."

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

"Until the date of the first annual meeting of the members at hereinabove provided, the number of directors shall be three, who shall be the directors named in the Articles of Incorporation. Commencing with the date of the first annual meeting of the members, the number of directors shall be fifteen. Commencing with the date of the first annual meeting of the members, each director shall hold office without compensation until the next annual meeting of members and until his successor shall have been elected and qualified. On and after the date of said first annual meeting, only a member of the corporation may be a director of the corporation. In the event that a member is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, may be eligible to serve as a director. All directors shall be elected at large for a term of two (2) years; provided, however, that the Board members may succeed themselves. No more than eight (8) Board members shall be elected in any year."

7. Article V, Section 5 is hereby amended by adding the following: "The Board shall meet at least four (4) times annually."

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



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"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 eminent, (ii) to consider the 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 meetings of the Board of Managers shall be posted in entranceways, 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 entranceway 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."

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

"Vacancies. The remaining members of the Board may fill a vacancy by a two-thirds vote (2/3) until the next annual meeting of unit owners or for a period of terminating no later than thirty (30) days following the filing of a petition signed by unit owners holding twenty (20%) percent of the votes of the Association requesting a meeting of the unit owners to fill the vacancy for the balance of the term. If such a petition is filed, then a meeting of the unit owners shall be called for the purpose of filling the vacancy on the Board no later than thirty (30) days following the filing of the petition."

Except to the extent expressly set forth hereinabove, the remaining provision of the Declaration shall continue in effect without change.