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Cook County Recorder 37.00

**AMENDMENT TO  
THE  
DECLARATION  
ESTABLISHING A  
PLAN FOR  
CONDOMINIUM  
OWNERSHIP OF  
PREMISES AT  
3950 DUNDEE  
ROAD,  
NORTHBROOK,  
ILLINOIS**



For Use By Recorder's Office Only

**PURSUANT TO THE CONDOMINIUM PROPERTY ACT OF  
THE STATE OF ILLINOIS FOR NORMANDY HILL  
CONDOMINIUM UNIT II ASSOCIATION**

This Amendment to Declaration made and entered into the 29<sup>th</sup> day of May, 2001, is an amendment to that certain Declaration Establishing a Plan of Condominium Ownership of Premises at 3950 Dundee Road, Northbrook, Illinois Pursuant to the Condominium Property Act of the State of Illinois for Normandy Hill Condominium Unit II Association (hereinafter referred to as "Declaration") recorded on December 13, 1972 as Document No. 2665319.

WITNESSETH:

WHEREAS, the Board of Directors and members of Normandy Hill Condominium Unit II Association (hereinafter referred to as the "Association") desire to amend the Declaration; and

WHEREAS, pursuant to Article XIII, Section 8 of the Declaration, the Declaration may be amended by an instrument signed and acknowledged by the Board and the owners of at least three-fourths (3/4) of the number of units and containing an affidavit by an officer of the Board certifying that a copy of such instrument (without such affidavit) 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. Each instrument of amendment, change, modification or rescission made in accordance with this Declaration shall be effective upon the recording of such instrument in the office of the Recorder of Deeds of Cook County, Illinois. Any amendment adopted pursuant to the above provisions shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois; and

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WHEREAS, said instrument has been signed and acknowledged by the Board members of the Association (Exhibit B attached hereto); and

WHEREAS, said instrument has been approved by owners of three-fourths (3/4) of the number of units, their signatures being attached hereto; and

WHEREAS, a copy of the Amendment has been sent to all mortgagees having bona-fide liens of record.

NOW, THEREFORE, the Association hereby declares that the Declaration be and is hereby amended as follows (additions to text are shown as underlined and deletions to text are shown as a ~~strikeout~~):

## Article VIII. Section 1 of the Declaration is amended as follows:

~~SALE OR LEASE.~~ Any owner ~~other than the Developer~~ who wishes to sell or lease his Unit Ownership ~~for any lessee of any Unit wishing to assign or sublease such Unit~~ shall give to the Board not less than thirty (30) days' prior written notice of the terms of any contemplated sale ~~or lease~~, together with the name, address and financial and character reference of the proposed purchaser ~~or lessee~~. The members of the Board acting on behalf of the other Unit Owners shall at all times have the first right and option to purchase ~~or lease~~ such Unit Ownership upon the same terms which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, the owner ~~(or lessee)~~ may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, contract to sell ~~or lease (or sublease or assign)~~ such Unit Ownership to the proposed purchaser ~~or lessee~~ named in such notice upon the terms specified therein. If the Owner ~~(or lessee)~~ fails to close said proposed sale ~~or lease~~ transaction within said ninety (90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.

Leasing of Units. In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Owners to reside on the premises. Owners are prohibited from leasing their units. Any Owners leasing their units and having a current lease on file with the Association as of the effective date of this amendment may continue to lease their unit until the current lease expires at which time the Owner may no longer have a tenant reside in the unit. Any Owners leasing their units as of the effective date of this amendment must provide the Board with a copy of the lease within fourteen (14) days of the recording of this document. Failure to do so will prohibit those Owners from leasing.

(1) Owners may lease their Unit to a blood relative. A blood relative shall be defined as a parent, grandparent, child, sibling or grandchild of the owner. The Board reserves the right to request documentation substantiating that the tenant is a blood relative of the Owner. The Board's decision shall be final and binding.

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(2) The effective date of this Amendment shall be deemed to be the date of recording with the Office of the Recorder of Deeds of Cook County.

(3) Any Unit being leased out in violation of this Amendment or any Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

(4) In addition to the authority to levy fines against the Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or tenant, under 735 ILCS 5/9 et. seq., an action for injunctive and other equitable relief, or an action at law for damages.

(5) Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(6) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

This Amendment is executed by an instrument in writing, signed and acknowledged by the Board members of the Association and owners of three-fourths (3/4) of the units and the signatories hereby warrant that they possess full power and authority to execute this instrument.

This instrument prepared by and after recording to be returned to:

Robert B. Kogen  
Kovitz Shifrin & Waitzman  
750 Lake Cook Road, Suite 350  
Buffalo Grove, IL 60089  
(847) 537-0500

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## EXHIBIT A

### LEGAL DESCRIPTION

Unit 101C as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 13<sup>th</sup> day of December, 1972 as Document No. 2665319.

An undivided 4.2869 percent interest (except the units delineated and described in said survey) in and to the following described premises: Lot Ten (10) in Normandy Hill, being a subdivision of part of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 6, Township 42 North, Range 12, East of the Third Principal Meridian, according to the plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on March 20, 1972, as Document Number 26133-1.

<u>PIN NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS</u>
04-06-406-030-1001	101C	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1002	102C	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1003	103F	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1004	104B	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1005	105C	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1006	106C	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1007	107B	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1008	108D	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1009	109B	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1010	201C	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1011	202C	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1012	203B	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1013	204A	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1014	205B	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1015	206C	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1016	207C	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1017	208B	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1018	209D	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1019	210B	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1020	301E	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1021	302E	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1022	303A	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1023	304E	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1024	305E	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1025	306D	3950 Dundee Road, Northbrook, IL 60062

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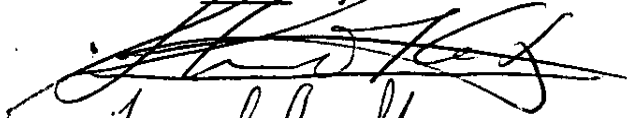
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## EXHIBIT B

### APPROVAL BY BOARD MEMBERS

We, the undersigned, are a majority of the Board of Directors of the Association. Upon a vote of the Board of Directors of the Association, we have been authorized to execute this document on behalf of the Association.

EXECUTED AND ACKNOWLEDGED this 21 day of MAY, 2001.



Samuel G. Ste

Jane Dobbin - Treasurer

\_\_\_\_\_

Beverly Harris

Board of Directors Normandy Hill  
Condominium Unit II

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## EXHIBIT C

I being the Secretary of the Association hereby attest that the attached amendment was approved by at least three-fourths (3/4) of the Owners.

Beverly Larnis  
Secretary

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## EXHIBIT D

STATE OF ILLINOIS     )  
                                  ) ss.  
COUNTY OF COOK     )

### AFFIDAVIT AND CERTIFICATE OF SERVICE

The undersigned, being first duly sworn on oath, deposes and hereby certifies that he/she is the Secretary for the Normandy Hill Condominium Unit II Association, and pursuant to Article XIII, Section 8 of the Declaration, served a correct copy of the above and foregoing Amendment to all mortgagees of records on the 21 day of MAY, 2001, and depositing the same in a U.S. Mail box in Northbrook, Illinois, with proper postage prepaid.

  
Secretary

Subscribe and Sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

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

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## PETITION TO APPROVE AMENDING THE DECLARATION FOR NORMANDY HILL CONDOMINIUM UNIT II ASSOCIATION

We, the undersigned, do hereby approve the amendment to the Declaration of the Normandy Hill Condominium Unit II Association, specifically regarding leasing, as attached hereto.

Name (Signature)	Address	Name of Address of Mortgagee
Richard Diamond	3950 Dundee Rd Apt. 304	_____
Joyce Sen	# 306	_____
Mannel Dubinsky	# 204	_____
Beth Johnson	204	_____
<del>John</del>	# 206	_____
Diana Zeman	# 207	_____
Vine Dolken - Andreic	# 303	BAMAC mortgage
Ann Kopeck	# 205	_____
Sandra Abeles	# 203	_____
Allian Lip	# 105	_____
Coast Kaplan	# 108	1 <sup>st</sup> Nat'l mortgage

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## PETITION TO APPROVE AMENDING THE DECLARATION FOR NORMANDY HILL CONDOMINIUM UNIT II ASSOCIATION

We, the undersigned, do hereby approve the amendment to the Declaration of the Normandy Hill Condominium Unit II Association, specifically regarding leasing, as attached hereto.

Name (Signature)	Address	Name of Address of Mortgagee
Beverly Harris	APT. 103	_____
Lisa Solomon	apt. 109	_____
Roshyn Kessler	APT. 104	_____
Jan Freese	202	_____
Mary Smith	240	_____
MMP	101	old text
Barbara D's	302	_____
S. Kravichick	102	<del>_____</del>
Mactolan	208	_____

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**AMENDMENT TO  
THE  
DECLARATION  
ESTABLISHING A  
PLAN FOR  
CONDOMINIUM  
OWNERSHIP OF  
PREMISES AT  
3950 DUNDEE  
ROAD,  
NORTHBROOK,  
ILLINOIS**

0010727760

AUG 9 - 2001

For Use By Recorder's Office Only

**PURSUANT TO THE CONDOMINIUM PROPERTY ACT OF  
THE STATE OF ILLINOIS FOR NORMANDY HILL  
CONDOMINIUM UNIT II ASSOCIATION**

This Amendment to Declaration made and entered into the 29<sup>th</sup> day of May, 2001, is an amendment to that certain Declaration Establishing a Plan of Condominium Ownership of Premises at 3950 Dundee Road, Northbrook, Illinois Pursuant to the Condominium Property Act of the State of Illinois for Normandy Hill Condominium Unit II Association (hereinafter referred to as "Declaration") recorded on December 13, 1972 as Document No. 2665319.

WITNESSETH:

WHEREAS, the Board of Directors and members of Normandy Hill Condominium Unit II Association (hereinafter referred to as the "Association") desire to amend the Declaration; and

WHEREAS, pursuant to Article XIII, Section 8 of the Declaration, the Declaration may be amended by an instrument signed and acknowledged by the Board and the owners of at least three-fourths (3/4) of the number of units and containing an affidavit by an officer of the Board certifying that a copy of such instrument (without such affidavit) 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. Each instrument of amendment, change, modification or rescission made in accordance with this Declaration shall be effective upon the recording of such instrument in the office of the Recorder of Deeds of Cook County, Illinois. Any amendment adopted pursuant to the above provisions shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois; and

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WHEREAS, said instrument has been signed and acknowledged by the Board members of the Association (Exhibit B attached hereto); and

WHEREAS, said instrument has been approved by owners of three-fourths (3/4) of the number of units, their signatures being attached hereto; and

WHEREAS, a copy of the Amendment has been sent to all mortgagees having bona-fide liens of record.

NOW, THEREFORE, the Association hereby declares that the Declaration be and is hereby amended as follows (additions to text are shown as underlined and deletions to text are shown as a ~~strikeout~~):

## Article VII Section 1 of the Declaration is amended as follows:

~~SALE OR LEASE.~~ Any owner other than the Developer who wishes to sell or lease his Unit Ownership ~~(or any lessee of any Unit wishing to assign or sublease such Unit)~~ shall give to the Board not less than thirty (30) days' prior written notice of the terms of any contemplated sale or lease, together with the name, address and financial and character reference of the proposed purchaser or lessee. The members of the Board acting on behalf of the other Unit Owners shall at all times have the first right and option to purchase or lease such Unit Ownership upon the same terms which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, the owner ~~(or lessee)~~ may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, contract to sell or lease ~~(or sublease or assign)~~ such Unit Ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the Owner ~~(or lessee)~~ fails to close said proposed sale or lease transaction within said ninety (90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.

Leasing of Units. In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Owners to reside on the premises. Owners are prohibited from leasing their units. Any Owners leasing their units and having a current lease on file with the Association as of the effective date of this amendment may continue to lease their unit until the current lease expires at which time the Owner may no longer have a tenant reside in the unit. Any Owners leasing their units as of the effective date of this amendment must provide the Board with a copy of the lease within fourteen (14) days of the recording of this document. Failure to do so will prohibit those Owners from leasing.

(1) Owners may lease their Unit to a blood relative. A blood relative shall be defined as a parent, grandparent, child, sibling or grandchild of the owner. The Board reserves the right to request documentation substantiating that the tenant is a blood relative of the Owner. The Board's decision shall be final and binding.

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(2) The effective date of this Amendment shall be deemed to be the date of recording with the Office of the Recorder of Deeds of Cook County.

(3) Any Unit being leased out in violation of this Amendment or any Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

(4) In addition to the authority to levy fines against the Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or tenant, under 735 ILCS 5/9 et. seq., an action for injunctive and other equitable relief, or an action at law for damages.

(5) Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(6) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

This Amendment is executed by an instrument in writing, signed and acknowledged by the Board members of the Association and owners of three-fourths (3/4) of the units and the signatories hereby warrant that they possess full power and authority to execute this instrument.

This instrument prepared by and  
after recording to be returned to:

Robert B. Kogen  
Kovitz Shifrin & Waitzman  
750 Lake Cook Road, Suite 350  
Buffalo Grove, IL 60089  
(847) 537-0500

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## EXHIBIT A

### LEGAL DESCRIPTION

Unit 101C as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 13<sup>th</sup> day of December, 1972 as Document No. 2665319.

An undivided 4.2869 percent interest (except the units delineated and described in said survey) in and to the following described premises: Lot Ten (10) in Normandy Hill, being a subdivision of part of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 6, Township 42 North, Range 12, East of the Third Principal Meridian, according to the plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on March 20, 1972, as Document Number 2613341.

<u>PIN NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS</u>
04-06-406-030-1001	101C	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1002	102C	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1003	103E	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1004	104B	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1005	105C	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1006	106C	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1007	107B	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1008	108D	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1009	109B	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1010	201C	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1011	202C	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1012	203B	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1013	204A	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1014	205B	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1015	206C	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1016	207C	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1017	208B	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1018	209D	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1019	210B	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1020	301E	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1021	302E	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1022	303A	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1023	304E	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1024	305E	3950 Dundee Road, Northbrook, IL 60062
04-06-406-030-1025	306D	3950 Dundee Road, Northbrook, IL 60062



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## EXHIBIT B

### APPROVAL BY BOARD MEMBERS

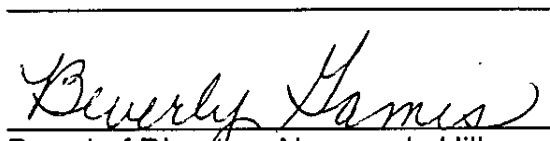
We, the undersigned, are a majority of the Board of Directors of the Association. Upon a vote of the Board of Directors of the Association, we have been authorized to execute this document on behalf of the Association.

EXECUTED AND ACKNOWLEDGED this 28 day of  
MAY, 2001.



Samuel A. Steiner

Jane Dolkin - Ambrose



Beverly James  
Board of Directors Normandy Hill  
Condominium Unit II

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## EXHIBIT C

I being the Secretary of the Association hereby attest that the attached amendment was approved by at least three-fourths (3/4) of the Owners.

  
Secretary

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## EXHIBIT D

STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF COOK     )

### AFFIDAVIT AND CERTIFICATE OF SERVICE

The undersigned, being first duly sworn on oath, deposes and hereby certifies that he/she is the Secretary for the Normandy Hill Condominium Unit II Association, and pursuant to Article XIII, Section 8 of the Declaration, served a correct copy of the above and foregoing Amendment to all mortgagees of records on the 26 day of MAY, 2001, and depositing the same in a U.S. Mail box in Northbrook, Illinois, with proper postage prepaid.

  
Secretary

Subscribe and Sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

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

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## PETITION TO APPROVE AMENDING THE DECLARATION FOR NORMANDY HILL CONDOMINIUM UNIT II ASSOCIATION

We, the undersigned, do hereby approve the amendment to the Declaration of the Normandy Hill Condominium Unit II Association, specifically regarding leasing, as attached hereto.

Name (Signature)	Address	Name of Address of Mortgagee
Richard Diamond	3950 Dundee Rd Apt. 304	_____
Flora Sisk	# 306	_____
Samuel Dubinsky	# 204	_____
Barbara Jones	# 204	_____
[Signature]	# 206	_____
Diana Zimmerman	# 207	_____
Jan Dolan-Andrea	# 303	MAC Mortgage
Ann Kozach	# 205	_____
Wanda Oberles	# 203	_____
William D. [Signature]	# 105	_____
Carol Kaplan	# 108	1 <sup>st</sup> Nat'l Mortgage

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## PETITION TO APPROVE AMENDING THE DECLARATION FOR NORMANDY HILL CONDOMINIUM UNIT II ASSOCIATION

We, the undersigned, do hereby approve the amendment to the Declaration of the Normandy Hill Condominium Unit II Association, specifically regarding leasing, as attached hereto.

Name (Signature)	Address	Name of Address of Mortgage
Beverly Thomas	APT. 103	_____
Lisa Solomon	Apt. 109	_____
Roslyn Kessler	APT. 104	_____
Jan Freese	202	_____
Janet Smith	207	_____
WJ	101	old text
Rodentis	302	_____
S. Kravchik	102	_____
Marcus	208	_____