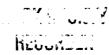
P2087.001 JCV 03/19/02 3d

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR CARRIAGE PLACE CONDOMINIUM.





### **EUGENE "GENE" MOORE**

THIS CIRST AMENDMENT to the DESCRIPTION OF THE Comminium Ownership and Bylaws, Easements, Restrictions and Covenants for CARRIAGE PLACE CONDOMINIUM, is made and entered into this 2d day of October, 2002.

where As, there has heretofore been recorded a Declaration of Condominium Ownership and Bylaws, Easements, Restriction, and Covenants for CARRIAGE PLACE CONDOMINIUM, (hereinafter referred to as "Declaration") which Declaration was recorded in the Office of the Recorder of Deeds, Cook County, Illinois on April 12, 1993 as Document Number 93266688.

WHEREAS, said Declaration contained in it an Article XIX, Paragraph 6 providing for amendments as follows:

"6. Amendment. Except as otherwise provided in the Act, this declaration and bylaws, the provisions of the condominium in truments 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 numbers of the Board, at least three-fourths (3/4) of the unit owners, and the approval of any mortgagees required under the provisions of the condominium instruments, and containing an affidavit by an officer of the Board certifying that a copy of amendment, change or modification has been mailed by certified mail to all

This Instrument Prepared by:
John C. Voorn
Hiskes, Dillner, O'Donnell, Marovich & Lapp, Ltd.
10759 West 159th Street, Suite 201
Orland Park, Illinois 60467
(708) 403-5050
Firm ID No.: 80407

PINs: See Exhibit "B" Address of Property: 90 South 6th Street LaGrange, Illinois 60525

Return to Box:



120

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 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 Trustee or the developer shall be effective without the prior written consent of the Trustee or the developer. Except to the extent authorized by provisions of the Act, no amendment to the condominium instruments shall change the boundaries of any unit or the undivided interest in the common elements, the number of votes in the Unit Owners' Association, or the liability for common expenses appertaining to a unit. (Emphasis added)"

WHEREAS, the unit owners of the Carriage Place Condominium consist of the members of an Illinois not-for-profit corporation (hereinafter referred to as "Association" or in the alternative the "corporation"), referred to as the Carriage Place Condominium Association (hereinafter the "Association").

WHEREAS, the Board of Directors and the unit owners have determined that an amendment to the Declaration will benefit the safety and we'rare of the members of the Association.

WHEREAS, the unit owners are concerned that current lending guidelines of mortgage lenders as well as the secondary mortgage market (specifically the refusal of some lenders to make first mortgages on condominium units in condominiums where too many rental units are present) could make Carriage Place Condominium units unmarketable in the future.

WHEREAS, the Board of Directors and the unit owners are concerned that a proliferation of rental units in the condominium complex could lead to an overall decline in the upkeep of said rental units with the result that the condominium units could be adversely affected in terms of marketability and resale in the future.

WHEREAS, the unit owners who own more than three-fourths (3/4 ths)of the total percentage ownership of the common elements created by the Declaration approve this First

Amendment.

WHEREAS, the Declaration contained a provision relative to sales and leases in Article IX,

Paragraph 1 which provides as follows:

Sale or Lease. Any unit owner other than the trustee 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 his intent to sell or lease and subsequently, the terms of any contract to sell or leace, entered into subject to the Board's option as set forth hereinafter together with a gooy of such contract, the name, address, and financial and character references of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. 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 of contract. If said option is not exercised by the Board within said thirty (30) days, the unit 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, proceed to consummate the sale (or sublease or assignment of) such unit ownership to the proposed purchaser or lesse anamed in such notice upon the terms specified therein. If the unit owner (or less 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."

WHEREAS, said Declaration in Article IX, Paragraph 7 contained a provision for Proof of

Termination of Option which provides as follows:

"7. **Proof of Termination of Option**. A certificate executed and acknowledged by the acting secretary of the Board stating that the provision, of this Article IX as hereinabove set forth have been met by a unit owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, sha'd be conclusive upon the Board and the unit owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any unit owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request at a reasonable fee, not to exceed ten dollars (\$10.00)."

WHEREAS, the Declaration in Article IX, Paragraph 10 contains the following provision:

"10. Exceptions to Board's Right of First Refusal. The Board's right of

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first refusal as provided in Sections 1, 2, and 3 of this Article IX, shall not apply to any sale, lease, gift, devise or transfer by the Trustee and/or the developer, or by any corporation, trust or other entity when the original unit owner or persons having at least majority control of said unit owner are in control of the transferee, or resulting from statutory merger or consolidation, or between co-owners of the same unit, or any one or more of them, or from any trustee of a trust to any one or more of the beneficiaries thereof."

**NOW**, **THEREFORE**, Article IX, Paragraph 1 of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

### "1. Rental Prohibition - Sales.

- a. It is the intent and desire of the Unit Owners of the Carriage Place Condominium Association (the "Association") that the Unit Owners of each unit shall occupy and use such unit as a private residential dwelling for himself or herself. Therefore, the leasing of units to others as a regular practice for speculative, investment or related purposes is prohibited.
- b. However, the Board of Directors of the Association, in the sole discretion of a majority of its members, may, in writing, approve a lease of a unit owner's unit for a period not to exceed one (1) year when it is demonstrated to the satisfaction of the majority of the Board by the unit owner that the Board's pronibition of the proposed lease would create an undue hardship on the unit owners."

Any unit owner desiring to lease his unit because of his oel ef that not being able to do so would cause him undue hardship shall submit to the Board a written request to lease his unit ownership not less than thirty (30) days prior to the commencement date of the proposed lease. Such written request to lease shall have appended to it at the time of its submission to the Board, a sworn statement in proper form, signed by the unit owner(s) setting forth the factual basis of the unit owners' belief that the general prohibition against the leasing of units described in the Declaration and Bylaws found in Article IX, Paragraph 1(a) as amended, and as applied to them, would cause them undue hardship, and what the undue hardship factually would consist of. Within hirty (30) days of its receipt of such written request to lease, the Board shall deliver or cause to be delivered to the requesting unit owner, its written statement approving or disapproving the written request to lease. The Board shall have sole and complete discretion to approve or disapprove any owners application for a lease. The Board's decision shall be final and binding.

If a proposed lease of any unit is made by any unit owner after compliance with the provisions of Article IX, Paragraph 1, and securing the approval of the Board, a copy of the lease as and when executed shall be furnished by such unit owner to the Board. Unit owners shall be obligated to comply with the provisions of the Illinois Condominium Property Act. (765 ILCS 605/1

et seq) in particular Section 18(n) and the Association shall have those remedies set forth in that section in the event of the unit owners' failure to comply with Section 18(n), and shall also have all other remedies available in Illinois law and equity.

Unit owners must make available to the lessee copies of the condominium instruments to include the Declaration, Bylaws and Rules and Regulations. Any lease of a unit in the Carriage Place Condominium shall be deemed to contain the following provisions, whether or not expressly therein stated, and each owner covenants and agrees that any lease of the unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into a lease by existence of this covenant on the unit. Any lessee by occupancy in Junit, agrees to the applicability of this covenant and incorporation of this covenant and the following language into the lease:

- i. Lessee (tenant) agrees to abide by and comply with all of the provisions of the condominium insuranents including the Declaration, Bylaws and Rules and Regulations. The above provisions shall not be construed to release the unit owner from any obligation for which he or she would otherwise be responsible.
- Any violation of the Declaration, Bylaws or condominium Rules and Regulations is deemed to be a violation of the terms of the lease and authorizes the unit owners/lessor to terminate the lease without liability and to evict the lessee/tenant in accordance with Illinois law. The owner lessor hereby delegates and assigns to the Association, an Illinois not-for-profit corporation, acting through the Board of Directors, the power and authority to enforce against the tenants/lessees and/or unit owners all breaches resulting from the violation of the Declaration, Bylaws or Rules and Regulations, including the power and authority to evict a tenant on behalf of and for the benefit of the owner of said unit, in accordance with the terms hereof, for violations of the Declaration, Bylaws or Rules and Regulations. In the event the Association proceeds to ever a tenant, or otherwise take legal action against the tenant, any costs, including attorneys' fees and court costs associated with the eviction or other legal action shall be specially assessed against the unit and the owner thereof, such being deemed hereby as an expense which benefits the leased unit and the owner thereof. In addition, the Association and its Board shall have all of the rights and remedies provided to it as set forth in the Illinois Condominium Property Act (765 ILCS 605/1 et seq.) and the Illinois Code of Civil Procedure, as applicable (735 ILCS 5/9-101, et seq.)
- c. The provisions of Article IX, Paragraph 1(a) shall have no retroactive application to any unit owner who is leasing their unit on the date this First Amendment to the Declaration is approved as determined by the date it bears. Any unit owner so leasing their unit on the date of approval of this First Amendment to the Declaration shall have the right to continue to lease their unit (and renew or enter into a new lease upon the current lease expiring, all subject to the terms of the Declaration as hereby amended, absent the rental prohibition in this First Amendment) so long as they retain title or beneficial

ownership of their unit. However, upon termination of a title interest or beneficial ownership, or upon a tenancy ending and the unit owner reoccupying their unit as their personal residence, the provisions of Article IX, Paragraph 1, as amended by this First Amendment shall apply. Any Unit Owner leasing their Unit to a family member upon the effective date of this First Amendment shall also be covered by this grandfather provision. However, their right to lease their unit to any third-party or a family member terminates upon the termination of the occupancy of the family member who is currently occupying their unit. Subleases of units are prohibited.

If a unit owner violates any of the provisions set forth in Article IX of the Declaration, as amended, the unit owner so violating shall be liable to the Association for all of the latter's attorneys' fees and court cosis and related expenses incurred on behalf of the Association by the Board for the purpose of enforcing the provisions of this Article IX.

Any unit owner who desires to sell or lease (subject to all of the provisions d. of Article IX, Parzgraphs 1(a) through (c) inclusive above and any other applicable provisions of the Declaration) his unit shall first obtain from the proposed purchaser, or lessee a bona fide offer in writing, setting forth all of the terms and conditions of said proposed transaction. If any unit owner receives such an offer which he intends to accept, he shall provide written notice to the Association of such offer and such intention, stating the name and address of such proposed purchaser, lessee, the terms of the proposed transaction and such other information as the Association may reasonably require. Such notice shall contain an executed copy of such offer. The providing of such notice shall constitute a warranty and representation by the provider thereof that he believes such offer, and all of the information contained in said notice to be bona fide, true and correct in all respects. During the period of thirty (30) days following the receipt by the Association of such written notice, the Association shall have the right and option to purchas s or lease such unit (or to cause the same to be purchased or leased by any designee or assignee, corporate or otherwise of the Association) upon the same terms and conditions as stated in the aforesaid notice received by the Association. If the Association shall provide written notice to the unit owner or lessor within said thirty (30) days of its election to purchase or lease the unit (or to cause the same to be purchased or leased by its designee or assignee) then such purchase or lease by the Board or its designee or assignee as aforesaid shall be closed upon the same terms as such proposed sale or lease.

If the Association shall provide written notice to the seller or lessor within said thirty (30) day period that it has elected not to exercise such option or if the Association shall fail to provide such notice within said thirty (30) 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 as set forth in the notice to the Association may be contracted within sixty (60) days after the expiration of said thirty (30) day period. If the seller or lessor fails to contract for such sale or lease within said 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 become subject to the Association's right of

first refusal and option herein provided. This subparagraph (d) as to leases is expressly made subject to Article IX, Paragraph 1(a) through (c).

The provisions of this Article IX, Paragraph 1 shall govern to the extent of any inconsistent or contrary provisions, or other references to leases, elsewhere in the Declaration.

**NOW, THEREFORE**, Article IX, Paragraph 7 is hereby deleted and the following is substituted in its place:

7. Proof of Termination of Option. A certificate executed and acknowledged by the acting secretary of the Board stating that the provisions of this Article IX 2. hereinabove set forth have been met by a unit owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the unit owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any unit owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request at a reasonable fee to be determined by the Board of Directors.

**NOW, THEREFORE**, Article IX, Foragraph 10 is hereby deleted and the following is substituted in its place:

- first refusal as provided in Sections 1, 2, and 3 of this Article IX shall not apply to any sale, gift, devise or transfer by any corporation, trust or other entity when the original unit owner or persons having at least majority connected said unit owner are in control of the transferee, or resulting from statutory merger or consolidation, or between co-owners of the same unit, or any one or more of them, or to any trustee of a trust, the sole beneficiary or beneficiaries of which are the unit owner, the spouse or lawful child of the unit owner, or any one or more of them, or from any trustee of a trust to any one or more of the beneficiaries thereof. Notwithstanding anything to the contrary in this Declaration, the Board's right of first refusal as contained in this Declaration shall not impair the rights of a first mortgagee to:
- a. Foreclose or take title to a condominium unit pursuant to the remedies provided in the mortgage; or
- b. Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or
  - c. sell or lease a unit acquired by the mortgagee.

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Also excluded from the provisions of the Declaration, Article IX relative to the Association's right of first refusal is any lease made necessary as a result of legal proceedings, such as appointment of a trustee in bankruptcy relative to a unit, the appointment of a receiver of the unit, the presence of the unit in a probate or guardianship estate or where the Board of Directors takes possession of the unit pursuant to Article IX (735 ILCS 5/9-101, *et seq.*) of the Illinois Code of Civil Procedure, all of which leas's are expressly permitted.

Except for the above-described provisions of the Declaration amended hereby, all other provisions of said Declaration are hereby confirmed and ratified.

This First Amendment shall be effective upon the date of its recording with the Recorder of Deeds, Cook County, Illinois.

beens, cook county, immers.				
APPROVAL OF BCARD OF DIRECTORS OF CARRIAGE PLACE CONDUMINIUM ASSOCIATION				
Mary HINES, President  Tonse Succession  LYNN, McINERNY, Secretary				
LINDA JENCIUS Treasurer  LINDA JENCIUS Treasurer  JEAN ANDERSON, Vice President				
STATE OF ILLINOIS ) ) SS				
COUNTY OF COOK )				
ACKNOWLEDGMENT				
7. Kress , a Notary Public in and for said county in the				
State aforesaid does hereby certify that Mary Hines, President, Lynn McInerny, Secretary, Linda Jencius, Treasurer and Jean Anderson, Vice President, being all of the members of the Board of Directors of the Carriage Place Condominium Association, an Illinois not-for-profit corporation, personally known to be the same persons whose names are subscribed to this instrument as said				

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Board of Directors appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as the free and voluntary act of the corporation for the uses and purposes therein set forth.

purposes increm set form.
Given under my hand and notarial seal this 2 day of becember, 2002
Notary Public
OFFICIAL SEAL D. KRESS (Seal)  Autary Public, State of Illinois Inv. Journission Expires 4-30-2005
My Commission Expires. O4/10/05
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4
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#### EXHIBIT "A"

### LEGAL DESCRIPTION OF CARRIAGE PLACE CONDOMINIUM UNITS

Units 101, 102, 103, 104, 105, 106, 107, 108, 109, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 301, 302, 303, 304, 305, 306, 307, 308, 309, and 310 in Carriage Place Condominium as delineated on a survey of the following described real estate: Lot "A" of consolidation of Lots 10 to 13 in Block 3 of Leiter's Addition to LaGrange in the East ½ of Section 4, Township 38 North, Range 12 East of the Third Principal Meridian, (excepting from the foregoing the rights of the Village of La Grange and adjoining owners to the West 5 feet of property in question taken for alley by judgment entered April 30, 1951 as Document 128638) which survey is attached as Exhibit "A" to Declaration of Condominium recorded as Document 93266688 together with its undivided min.
comme

Cook
Column
Clark's
Offica percentage interest in the common elements, in Cook County, Illinois.

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### EXHIBIT "B"

UNIT NUMBER	PIN	PERCENTAGE INTEREST
101	18-04-230-022-1001	3.50%
102	18-04-230-022-1002	3.50%
103	18-04-230-022-1003	3.50%
104	18-04-230-022-1004	3.50%
105	18-04-230-022-1005	2.70%
106	18-04-230-022-1006	3.50%
107	18-04-230-022-1007	3.50%
108	18-04-230-022-1008	3.80%
109	18-04-230-022-1009	4.70%
201	18-04-230-022-1010	3.50%
202	18-04-23()-022-1011	3.50%
203	18-04-230-022 1012	3.50%
204	18-04-230-022-1012	3.50%
205	18-04-230-022-1014	2.70%
206	18-04-230-022-1015	3.50%
207	18-04-230-022-1016	3.50%
208	18-04-230-022-1017	3.80%
209	18-04-230-022-1018	3.70%
210	18-04-230-022-1019	2.70%
301	18-04-230-022-1020	3.50%
302	18-04-230-022-1021	3.50%
303	18-04-230-022-1022	3.50%
304	18-04-230-022-1023	3.50%
305	18-04-230-022-1024	2.70%

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306	18-04-230-022-1025	3.50%
307	18-04-230-022-1026	3.50%
308	18-04-230-022-1027	3.80%
309	18-04-230-022-1028	3.70%
310	18-04-230-022-1029	2.70%

Property of Cook County Clerk's Office

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### EXHIBIT "C"

### APPROVAL OF UNIT OWNERS

ADDRESS	SIGNATURE OF UNIT OWNERS
90 South 6 <sup>th</sup> Street, Unit 101 LaGrange, Illinois 60525	
90 South 6th Street, Unit 102 LaGrange, Illinois 60525	Days R. Tjunghey
90 South 6 <sup>th</sup> Street, Unit 103 LaGrange, Illinois 60525	Novis R. Lyungherg
90 South 6 <sup>th</sup> Street, Unit 104 LaGrange, Illinois 60525	Mar & Hires
90 South 6 <sup>th</sup> Street, Unit 105 LaGrange, Illinois 60525	Mar & Hinn
90 South 6 <sup>th</sup> Street, Unit 106 LaGrange, Illinois 60525	Mildred & Reinhold
90 South 6 <sup>th</sup> Street, Unit 107 LaGrange, Illinois 60525	Dorson Mich
90 South 6 <sup>th</sup> Street, Unit 108 LaGrange, Illinois 60525	Scon M town
90 South 6 <sup>th</sup> Street, Unit 109 LaGrange, Illinois 60525	Mar E Hires
90 South 6 <sup>th</sup> Street, Unit 201 LaGrange, Illinois 60525	Filen Muhalala

ADDRESS	SIGNATURE OF UNIT OWNERS
90 South 6 <sup>th</sup> Street, Unit 202 LaGrange, Illinois 60525	Jane Du Leeseng
90 South 6 <sup>th</sup> Street, Unit 203 LaGrange, Illinois 60525	Darlines Hogher
90 South 6th Street, Unit 204 LaGrange, Trippis 60525	Parkets Trombuf
90 South 6 <sup>th</sup> Street, Unit 205 LaGrange, Illinois 60525	Mar Effice
90 South 6 <sup>th</sup> Street, Unit 206 LaGrange, Illinois 60525	Jurebrun
90 South 6 <sup>th</sup> Street, Unit 207 LaGrange, Illinois 60525	Swall Milling
90 South 6 <sup>th</sup> Street, Unit 208 LaGrange, Illinois 60525	War Due
90 South 6 <sup>th</sup> Street, Unit 209 LaGrange, Illinois 60525	77/2
90 South 6 <sup>th</sup> Street, Unit 210 LaGrange, Illinois 60525	Luda graus
90 South 6 <sup>th</sup> Street, Unit 301 LaGrange, Illinois 60525	
90 South 6 <sup>th</sup> Street, Unit 302 LaGrange, Illinois 60525	Jean Stane

ADDRESS	SIGNATURE OF UNIT OWNERS
90 South 6 <sup>th</sup> Street, Unit 303 LaGrange, Illinois 60525	Apm Ghabi
90 South 6 <sup>th</sup> Street, Unit 304 LaGrange, Illinois 60525	Marilyn M. King
90 South 6 <sup>th</sup> Street, Unit 305 LaGrange, Mirois 60525	Sean A Anderson
90 South 6th Street, Unit 306 LaGrange, Illinois 60525	Sphanie J. John to
90 South 6 <sup>th</sup> Street, Unit 307 LaGrange, Illinois 60525	And the
90 South 6 <sup>th</sup> Street, Unit 308 LaGrange, Illinois 60525	Larbon Critchlow
90 South 6 <sup>th</sup> Street, Unit 309 LaGrange, Illinois 60525	40 20
90 South 6 <sup>th</sup> Street, Unit 310 LaGrange, Illinois 60525	7,6
	Orgica

STATE OF ILLINOIS ) ) SS
COUNTY OF COOK )
httess, the undersigned, being a notary public in and for said county and
state hereby certifies that the above unit owners being members of the Carriage Place Condominium
Association, an Illinois not-for-profit corporation have signed this First Amendment as their free and
voluntary act, for the purposes therein set forth.
Subscribed and sworn to before me this 11 day of becewher, 2002.
Notary Public  Notary Public  Notary Public, Ca'e of Illinois  My Commission Lynie: 4-30-2005  AFFIDAVIT
STATE OF ILLINOIS ) ) SS
COUNTY OF COOK )
The undersigned, Lynn McInerny, being the Secretary of the Carriage Place Condominium
Association, an Illinois not-for-profit corporation in LaGrang. Cook County, Illinois, on first being sworn upon her oath deposes and states that the above First A ner dment to the Declaration was approved by all of the Board of Directors and unit owners whose percentage of interest in the aggregate exceeded seventy-five (75%) and those unit owners have indicated their approval by affixing their signature thereto at a special meeting of the unit owners called by the Board and held pursuant to notice on this aday of October, 2002 and that the undersigned hereby certifies that a copy of this First Amendment has been mailed by certified malt to all mortgagees having bona fide liens of record against any unit ownership not less than ten (10) days prior to the
date of this Affidavit.  Lynn Me Leeernee
LÝNN McINERNY

OFFICIAL SEAL
D. KRESS
Notary Public, State of Illinois
My Commission Expires 4-30-2005

Notary Public

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This instrument prepared by: John C. Voorn Hiskes, Dillner, O'Donnell, Marovich & Lapp, Ltd. 10759 West 159th Street, Suite 201 Orland Park, Illinois 60467 (708) 403-5050 Attorney ID No.: 80407

Return to Box 330 - JCV

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