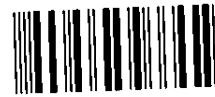


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DAVID FINN
8 West MINER ST.
ARLINGTON HTS, IL
60004

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Cook County Recorder 37.50



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COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS

AMENDMENTS TO THE DECLARATIONS/BY-LAWS OF CONDOMINIUM OWNERSHIP FOR GRACE MANOR CONDOMINIUM

This Amendment is to be incorporated and made a part of the Declaration/By-Laws of the Condominium Ownership for GRACE MANOR CONDOMINIUM ASSOCIATION dated December 5, 1986, recorded with the Cook County Recorder of Deeds as Document Number 86581946 pursuant to the authority set forth in 763 ILCS 605/17 and Article XIX (6), of The GRACE MANOR Condominium Declaration/By-Laws of Condominium Ownership.

WITNESSETH

WHEREAS, 763 ILCS 605/17 authorizes the Declaration/By-Laws and Condominium Ownership to be amended and requires said amendment to be in writing, to be executed by the President of the Association or other officer authorized by the Board of Managers, and to be recorded; and

WHEREAS, Article XIX of the Declaration of Ownership requires an amendment to be in writing, to be signed by Unit Owners having at least three-fourths (3/4) of the total vote, certified by the Secretary of the Board, and notification of the amendment by certified mail to all lien holders of record, and an affidavit by the Secretary certifying the mailing of notice to the lenders; and

WHEREAS, the Grace Manor Condominium Association is located at 463 Graceland, Des Plaines, Illinois, and legally described as set forth in Exhibit A attached hereto and made part hereof; and

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WHEREAS, the Declaration/By-Laws of Condominium Ownership recorded as Document 86581946, allows unit Owners to lease their unit; and

WHEREAS, the Unit Owners and Board of Managers of Grace Manor Condominium Association wish to Amend Article XVII by restricting the housing of certain pets;

WHEREAS, the Unit Owners and the Board of Managers of Grace Manor Condominium Association wish to amend Article IX, by adding a section requiring the units to be owner occupied;

WHEREAS, a special meeting of the Unit Owners of Grace Manor Condominium Association was held at which time the following Amendment to the Declaration was approved; and

WHEREAS, all lien holders of record have been notified by certified mail of this Amendment;

NOW THEREFORE, the Board of Managers and the Unit Owners having at least three-fourths (3/4) of the total vote of the Grace Manor Condominium Association, hereby amend the Declaration of Condominium Ownership of the Grace Manor Condominium as follows:

1. The title of ARTICLE IX, which reads "SALE, LEASING OR OTHER ALIENATION", is changed to read as follows:

" SALE OR OTHER ALIENATION."
ARTICLE IX

2. Both paragraphs of ARTICLE IX (1) are changed to read as follows:

1. Sale or Other Alienation

(a) Any Unit Owner who desires to sell his Unit or any interest therein to any person shall first obtain from the proposed purchaser, or assignee, a bona fide offer in writing setting forth all the terms and conditions of said proposed transaction. If any Unit Owner 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, or assignee, 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 such notice to be bona fide and true and correct in all respects. During the period thirty (30) days following receipt by the Board of such written notice, the Board shall have the first right and option to purchase such unit (or to cause the same to be purchased by the designee or designees, a corporate or otherwise, of the Board) upon the same

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terms and conditions as stated in the aforesaid notice received by the Board. If the Board shall give written notice to the Unit Owner within said thirty (30) day period of its election to purchase the unit (or cause the same to be purchased by its designee, as aforesaid), such purchase by the Board or its designee shall be closed upon the same terms as such proposed sale. If the Board shall give written notice to the Seller within said thirty (30) day period that it has elected not to exercise such option, or if the Board shall fail to give notice within said thirty (30) day period that it does not elect to purchase as herein provided, the proposed sale transaction as described and set forth in the notice to the Board may be contracted within sixty (60) days after the expiration of said thirty (30) day period. If the Seller fails to contract for such sale within such sixty (60) day period or if he shall so contract but such sale shall not be consummated pursuant to such contract, 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.

3. Paragraph (8) (a) of ARTICLE IX is changed to read as follows:

Acquisition of units or interests therein under the provisions of this Article shall be made from the Maintenance Fund. If said Fund is insufficient, the Board shall levy a special assessment against each owner in the ratio his percentage 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 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 to finance the acquisition of a unit or interest therein which said acquisition is authorized by this paragraph; provided, however, 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.

4. Paragraph (8) (b) of Article IX is stricken.
5. Paragraph (9) of ARTICLE IX is changed to read as follows:

Units or interests therein acquired pursuant to the terms of this Article shall be held of record in the names of the members of the Board and their successors in the office or such nominee or entity as the Board shall designate, for the use and benefit of all the unit owners in the same proportions the Board could levy a special assessment under the terms of subparagraph (3a) hereof. Said units or interests therein shall be sold 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 shall be deposited in the Maintenance Fund and may thereafter be disbursed at such time and in such manner as the Board shall determine.

- 6. The word " lease " is stricken from the third line of paragraph (10) of ARTICLE IX and paragraph (10) shall remain with the following provisions added:

Upon the written consent of all the members of the Board, any of the rights or options contained in this Article IX, may be released or waived and the unit or interest therein which is subject to right of first refusal set forth in this paragraph may be sold, conveyed, given or devised free and clear of the provisions of this paragraph.

- 7. Paragraph 11 of Article IX is changed to read as follows:

11. Miscellaneous. If a proposed sale, devise, or gift of any unit ownership is made by a unit owner, after compliance with the foregoing provisions, the purchaser, devisee, or donee thereunder shall be bound by and be subject to all of the obligations of such unit owner with respect to such unit ownership as provided in this Declaration. If any sale, devise, or gift of a unit ownership is made or attempted by any unit owner without complying with the foregoing provisions, such sale, devise or gift shall be subject to each and all of the rights and options of the Board hereunder and each and all of the remedies and actions available to the Board hereunder or at law or in equity in connection therewith. The foregoing provisions with respect to the Board's right of first option as to any proposed sale, devise or gift shall be and remain in full force and provisions of the Act, as provided in the Act, unless sooner rescinded or amended by the unit owners in the manner herein provided for amendments of this Declaration. The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the same."

- 8. Article IX is hereby amended by adding Section 12, which reads as follows:

Ownership by Non-Resident Owners. No unit of the building commonly known as 463 Graceland, Des Plaines, Illinois shall be owned by non-resident owners. Ownership of a unit may not be transferred to a purchaser or transferee who does not maintain the unit as his principal domicile. Paragraphs 1,2,3,4,5, 6 and 7 of this Amendment shall apply only to unit Owners who became Unit Owners prior to the effective date of this Amendment and who have not entered into a contract with the Association agreeing not to lease. The provisions of the original Declaration/By-Laws of Condominium Ownership recorded as Document No. 86581946, shall continue to apply to Unit Owners who took title to their unit prior to the effective date of this Amendment.

- 9. Paragraph 8 of this Amendment shall apply only to Unit Owners who became Unit Owners after the effective date of this Amendment. The provisions of the original By-Laws recorded as Document No. 86581946, shall continue to apply to Unit Owners who took title to their unit prior to the effective date of this Amendment.

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10. Paragraph 12 of Article XVII of the Declarations and By-Laws is stricken and shall be indicated as follows:

"For Sale" Signs . No "For Sale" 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.

11. Paragraph 7 of Article XVII of the Declarations/By-Laws is stricken and shall be indicated as follows:

PETS: No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or the common elements. This provision shall also prohibit dogs and birds from being kept in units. Further, no more than two (2) domestic cats may be kept in the owner's units. Any domestic cat causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the Board.

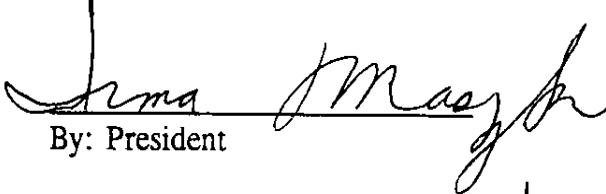
12. The effective date of this Amendment shall be the date that the Amendment is recorded with the Cook County Recorder of Deeds.

13. The exemptions set forth in paragraphs 8 and 9 above shall terminate upon the transfer of unit ownership after the effective date of this Amendment.

14. In the event of any inconsistency between this Amendment and the provisions of the Declaration of Condominium Ownership, this Amendment shall control.

IN WITNESS WHEREOF, the Board of Managers by its President and Secretary of The Grace Manor Condominium Association and the Unit Owners having at least three-fourths (3/4) of the total vote have caused this Amendment to the Declaration of Condominium Ownership to be executed this 9th day of MARCH, 2000.

GRACE MANOR CONDOMINIUM ASSOCIATION


By: President

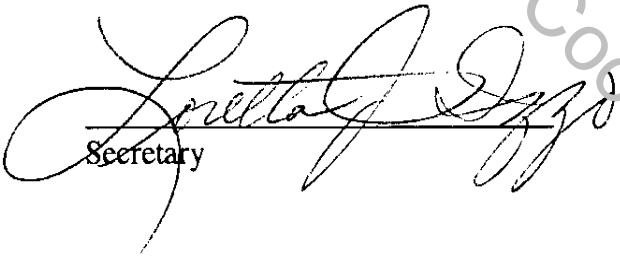
Attest:

Secretary

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AFFIDAVIT

I, the Secretary of the Grace Manor Condominium Association, do hereby certify the above are unit owners of the Grace Manor Condominium Association, and they have at least three-fourths (3/4) of the total vote.


Secretary

Property of Cook County Clerk's Office

EXHIBIT "A"

Legal Description

EFFECTS UNIT NUMBERS 201, 202, 203, 204, 301, 302, 303, 304, 401, 402, 403, AND 404 IN THE GRACE MANOR CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY FOR THE FOLLOWING DESCRIBED REAL ESTATE:

THE NORTHERLY 75 FEET MEASURED ON THE WEST LINE OF THE FOLLOWING DESCRIBED TRACT OF LAND: THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE WEST LINE OF OF THE EAST 1/2 OF THE SOUTH EAST 1/4 AFORESAID 579 FEET SOUTH OF THE NORTH WEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 AFORESAID; THENCE 83 DEGREES, 30 MINUTES, EAST 156 FEET TO A POINT, THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 AFORESAID , 279.23 FEET; THENCE NORTH 83 DEGREES, 30 MINUTES, WEST 156 FEET TO A POINT IN THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 AFORESAID 279.23 FEET NORTH OF A POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4, AFORESAID 279.23 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART OCCUPIED BY GRACELAND AVENUE) EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 86581945, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS:

- 09-17-402-1001 , UNIT 201
- 09-17-402-176-1002, UNIT 202
- 09-17-402-176-1003, UNIT 203
- 09-17-402-176-1004, UNIT 204
- 09-17-402-176-1005, UNIT 301
- 09-17-402-176-1006, UNIT 302
- 09-17-402-176-1007, UNIT 303
- 09-17-402-176-1008, UNIT 304
- 09-17-402-176-1009, UNIT 401
- 09-17-402-176-1010, UNIT 402
- 09-17-402-176-1011, UNIT 403
- 09-17-403-176-1012, UNIT 404

PROPERTY ADDRESS: 463 GRACELAND AVENUE
DES PLAINES, IL 60016

Clerk of Cook County Clerk's Office