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## SIXTH AMENDMENT TO DECLARATION

### DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR "THORNDALE BEACH NORTH CONDOMINIUM"

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(As Amended)

RECORDING FEE

DATE

3-15-07

COPIES

6

OK BY

MP

AMENDMENTS To the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Thorndale Beach North Condominium Association are made and entered into this 15th Day of March, 2007.

WITNESSETH:

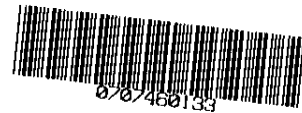
WHEREAS Thorndale Beach North Condominium Association is a condominium association established pursuant to the Illinois Condominium Property Act, 765 ILCS 605/1 et. seq. (West);

WHEREAS the Declaration was recorded with the Recorder of Deeds of Cook County, Illinois as Document No. 19736534;

WHEREAS, Section 27(b) of the Illinois Condominium Property Act authorizes two-thirds of the members of the Board of Managers of the Condominium Association to amend the condominium instruments to correct omissions and errors in such instruments;

Whereas this amendment to Article VIII of the Condominium Declaration is intended as a clarification of ambiguities in the existing Fifth Amended Declaration [Document No. 0010236689 recorded with the Recorder of Deeds on March 26, 2003] and not as a new enactment;

WHEREAS, pursuant to Section 27(b) of the Illinois Condominium Property Act two-thirds of the members of the Board of Managers of Thorndale Beach North Condominium Association voted at a meeting of the Board held on November 29, 2006 to amend the condominium instruments to correct omissions and errors in the Declaration and authorized the President and/or Secretary to sign an amended declaration setting forth the language of the Declaration after incorporating the amendment adopted pursuant to Section 27(b) of the Condominium Property Act, said amended declaration to be recorded by Ellis B. Levin, its attorney;



Doc#: 0707460133 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/15/2007 03:02 PM Pg: 1 of 6

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WHEREAS, no petition was filed within thirty (30) days of the Board vote by unit owners with 20 percent of the votes of the association seeking a meeting of the unit owners to consider the Board action;

NOW, THEREFORE, the Board of Directors of Thorndale Beach North Condominium Association, for the purposes set forth above, hereby files the following Amended Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the Thorndale Beach North Condominium Association with the Recorder of Deeds of Cook County, Illinois:

Section 1. The first two paragraphs of Paragraph 1 of Article VIII of the Condominium Declaration are renumbered as Paragraph 1.1 and the paragraph shall read as follows:

## ARTICLE VIII

### SALE, LEASING OR OTHER ALIENATION

1.1 Owner Occupancy and Right of First Refusal for Sale. It is hereby established that Thorndale Beach North Condominium is a condominium occupied predominately by individual owner-occupants who collectively wish to retain this character, i.e.: owner-occupancy of the condominium.

Any Owner, therefore, who wishes to sell his Unit Ownership shall give to the board not less than sixty (60) days prior written notice of the terms of any contemplated sale together with a copy of the proposed contract of sale, the name, address and financial and character references of the proposed purchaser and such other information concerning the proposed contract of sale and proposed purchaser as the board may reasonably require, to the closing of a proposed sale, give to the Board written notice of the terms of any contemplated sale together with the name and address of the proposed purchaser(s), and any other such information concerning the proposed purchaser as the Board may reasonably require. The Board may require all or any portion of Such notice and information to as required shall be upon forms supplied by the Board. The selling Owner and the Board shall each give the proposed purchaser a written notice to the effect that the Unit Ownership is for sale only to prospective owner-occupants who intend to become actual residents of the Unit being purchased. Each prospective purchaser of any Unit Ownership shall sign a copy of such written notice certifying that the terms as set forth are understood and will be complied with.

The members of the Board acting on behalf of the other Owners shall at all times have the first right and option to purchase such Unit Ownership upon the same terms, which option shall be exercisable for a period of sixty (60) days following the date of receipt of all of the required documents and information. If said option is not exercised by the Board within said sixty (60) day period, the Owner may, at the expiration of said sixty-day period and at any time within ninety (90) days after the expiration of said period, contract to sell such Unit Ownership to the proposed purchaser named in such notice upon the terms specified therein. If the owner

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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.

Section 2 The final two paragraphs of Paragraph 1 of Article VIII are renumbered as Paragraph 1.2 and said paragraph shall read as follows:

1.2 Sale Where Three-fourths Majority of the Board Believes the Purchase Price to be Excessive. Pursuant to Paragraph 1.1, The members of the Board, acting on behalf of the other Owners, shall at all times have the right and option to purchase such Unit Ownership upon the same terms as stated in the proposed contract for sale (except as provided for in Paragraph Section 10 of Article VIII) unless said terms are declared by a three-fourths (3/4) majority of the Board to be obviously excessive. In such case, unless the Unit Owner and the Board shall agree upon a fair market value, a fair market value will be determined by, arbitration as provided for in Section 3 of Article VIII of the Declaration.

The option for the Board's right of first refusal to purchase a Unit offered for sale under this Paragraph 1.2, shall be exercised for period of sixty, (60) days following the establishing of a fair market value by agreement or by arbitration. If such option is not exercised by the Board within said sixty (60) days, the Owner may, at the expiration of said sixty (60) days, contract to sell such Unit Ownership to the proposed purchaser named in such notice and upon the terms specified therein. If the Owner fails to close said proposed sale within ninety (90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.

Section 3. Paragraph 10 of Article VIII is amended to read as follows:

10. Exceptions to Board's Right of First Refusal. The Board's right of first refusal as provided in section 1.1, 1.2, 2 and 3 of this Article VIII shall not apply to any sale, gift, devise or other transfer to the spouse, or to any lawful children of the Owner; or any one or more of them, or to any trustee of a trustee, the sole beneficiary or beneficiaries of which are the Owner, the spouse or lawful child of the Owners, or any one or more of them.

Section 4. This amendment shall be effective upon recordation.

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IN WITNESS WHEREOF, the said Association has caused its name to be signed by these presents by its president and attested to by its Secretary this 15<sup>th</sup> day of March, 2007.

Thorndale Beach North Condominium Association,  
an Illinois not-for-profit Corporation

By: Sigrid G. Ingold  
President

ATTEST:

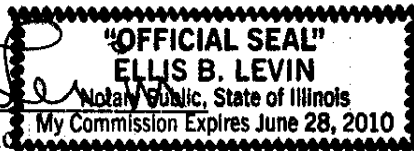
Jean Miarecki  
Secretary

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named President and Secretary of the Thorndale Beach North Condominium Association personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary of said corporation, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 15<sup>th</sup> day of March, 2007.

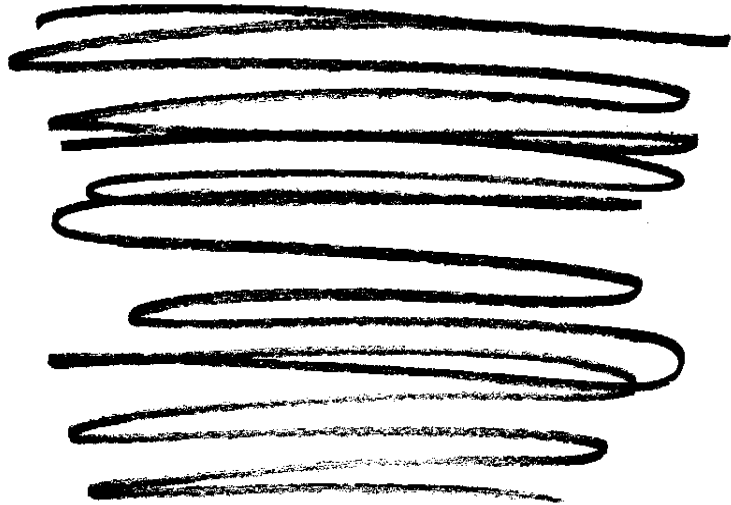
Ellis B. Levin  
Notary Public



My Commission Expires: \_\_\_\_\_

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Prepared by Ellis B. Levin  
542 South Dearborn Street  
Suite 1260  
Chicago, Illinois 60610  
773-769-5300  
Attorney No. 11509



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## EXHIBIT A

### LEGAL DESCRIPTION FOR THORNDALE BEACH NORTH CONDOMINIUM ASSOCIATION

As Delineated on Surveys of the following described parcel of real estate in the City of Chicago, County of Cook, and State of Illinois:

Lots 5,6,7 and 8 (except the West 14 feet of said Lots) in Block 17; also all that land lying East of and adjoining said Lots 5, 6, 7 and 8 and lying Westerly of the West boundary line of Lincoln Park as shown on the plat by the Commissioners of Lincoln Park as filed for record in Recorders office of Deeds of Cook County, Illinois on July 16, 1931, as Document No. 10938695, all in Cochran's Second Addition to Edgewater, a subdivision in the East fractional half of Section 5, Township 40 North, Range 14, East Of the Third Principal Meridian, all in Cook County, Illinois.

Which survey is attached as Exhibit "A" to the Declaration of Condominium made by LaSalle National Bank, as Trustee Under Trust Number 32721, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document 19736534; together with an undivided percentage interest in said parcel (excepting from said parcel all the property and space comprising all the units as defined and set forth in said Declaration and Survey).

Permanent Index Number: 14-05-403-019-1001-  
14-05-403-019-1151

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**EXHIBIT**

**ATTACHED TO**

0707460133

3-15-07

**DOCUMENT**

**SEE PLAT INDEX**