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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/01/2007 11:22 AM Pg: 1 of 13

**FIRST AMENDMENT TO  
THE DECLARATION OF  
CONDOMINIUM  
OWNERSHIP AND OF  
EASEMENTS,  
RESTRICTIONS AND  
COVENANTS FOR  
COURTLAND SQUARE  
CONDOMINIUM  
BUILDING NO. 26  
ASSOCIATION**

**For use by Recorder's Office only**

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants (hereafter the "Declaration") for the Courtland Square Condominium Building No. 26 Association (hereafter the "Association"), which Declaration was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 17, 1979 as Document Number 25053458 and covers the property (hereafter the "Property") legally described in Exhibit "A," which is attached hereto and made a part hereof.

This Amendment is adopted pursuant to Article XIII, Section 13.08 of the Declaration. Said Section provides that the Declaration may be changed, modified or rescinded by an instrument in writing setting forth the change, modification or rescission, signed and acknowledged by the Board, the Owners having not less than two thirds (2/3) of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens against any Unit Ownership, not less than ten (10) days prior to the date of such affidavit. No amendment shall become effective until recorded.

## RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been subjected to the easements, restrictions and covenants contained therein; and

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

Robert P. Nesbit, Esq.  
Kovitz Shifrin Nesbit  
750 Lake Cook Road, Suite 350  
Buffalo Grove, IL 60089 - 847.537.0500

WHEREAS, the Board and the Owners desire to amend the Declaration in order to provide for the orderly operation of the Property; and

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WHEREAS, the following amendment has been approved by the Owners having not less than two-thirds (2/3) of the total vote, which approvals are attached hereto and made a part hereof; and

WHEREAS, an officer of the Association has attested to said Owner approval by execution of Exhibit B attached hereto and made a part hereof; and

WHEREAS, an affidavit is attached hereto as Exhibit C certifying that all Mortgagees have been notified by certified mail of this Amendment.

NOW, THEREFORE, the Declaration is hereby amended as follows (additions in text are indicated by underline and deletions in text are indicated by strike-out):

1. **Article VIII, Section 8.01 of the Declaration is amended as follows:**

8.01 ~~Sale or Lease~~. Any Unit Owner, other than the Trustee or its beneficiary, who wishes to sell ~~or lease~~ his Unit Ownership ~~(or any lessee of any Unit wishing to assign or sublease such Unit)~~ to any person not related by blood or marriage to the Unit Owner (including the beneficiary of any Unit held in trust) shall give to the board no less than thirty (30) days' prior written notice of the terms of any contemplated sale ~~or lease~~, together with the name and address of the proposed purchaser ~~or lessee~~, and its or their financial and character references. The board, acting on behalf of the other Unit Owners and in accordance with the provisions of Section 5.04(e), shall at all times have the first right and option to purchase ~~or lease~~ such Unit Ownership upon the same terms as the proposed sale ~~or lease~~, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If the board shall fail to take affirmative action within said thirty (30) day period, the board shall be deemed to have waived its option hereunder. If said option is not exercised by the board within the aforesaid option period, or if said option is properly waived, the Unit Owner ~~(or Lessee)~~ may, at any time within ninety (90) days after such waiver or the expiration of said period (whichever shall first occur) 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, and if he fails to close said proposed sale ~~or lease~~ transaction within said ninety (90) days, his Unit Ownership shall again become subject to the board's right of first option as herein provided.

2. **The following Section 8.13 is added to Article VIII of the Declaration:**

8.13 Lease. The rental or leasing of Units is prohibited effective with the recording of this Amendment, except as set forth below.

(a) Any Unit being leased prior to the effective date of this Amendment may be leased until the current lease term expires, at which time the tenant must vacate the Unit and the Unit Owner must either take possession of the Unit, maintain the Unit as a vacant Unit, or sell the Unit. A copy of all current leases must be on file with the Board of Directors no later than fourteen days after the effective date of this Amendment. All tenants shall acknowledge in writing that they have received copies of the Rules and

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Regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors.

(b) The restriction on leasing a Unit shall not apply to the rental or leasing of Units to the immediate family members of the Unit Owner. For purposes of this Section, "immediate family members" shall include the parents, children (natural and/or adopted), grandparents, grandchildren, siblings, and spouse of an Unit Owner.

(c) To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to an Unit Owner to lease his Unit to a specified lessee for a period of not more than one (1) year on such reasonable terms as the Board may establish. Such permission may be granted by the Board only upon written application by the Unit Owner to the Board giving the reasons the Unit Owner wishes to be considered for a hardship. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. The Board has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease. The Board's decision shall be final and binding. Any lease approved by the Board shall be in writing and subject to the Declaration, By-Laws and rules and regulations governing the Association. Upon expiration of any lease approved under the paragraph, the Unit Owner may apply for an extension of such lease, pursuant to the terms of this paragraph.

(d) Any Unit being leased out in violation of this Amendment or any Unit 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.

(e) In addition to the authority to levy fines against the Unit 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 Unit Owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

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

(g) 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.


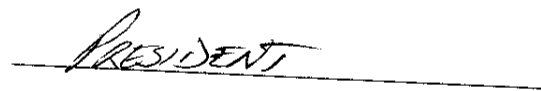
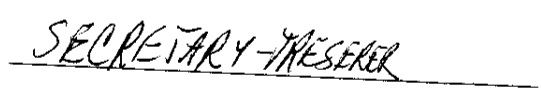
(h) The Board of Directors of the Association shall have the right to lease any Association owned Units, or any Unit which the Association has possession of pursuant to any court order, and said Units shall not be subject to this Amendment.

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3. This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois.

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

EXECUTED AND ACKNOWLEDGED THIS 23 day of OCTOBER, 2007.

	
<u>K.E. Brady</u>	<u>PRESIDENT</u>
	<u>SECRETARY-TREASURER</u>
_____	_____

Being the members of the Board of Directors of  
Courtland Square Condominium Building No. 26 Association

**UNOFFICIAL COPY****EXHIBIT A****LEGAL DESCRIPTION**

THAT PART OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 10, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE AFORESAID SOUTHEAST QUARTER OF SECTION 10; THENCE NORTH 697.86 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE WEST 838.10 FEET ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF SAID SOUTHEAST QUARTER, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE CONTINUING WEST 73.50 FEET ALONG THE WESTERLY EXTENSION OF SAID PERPENDICULAR LINE; THENCE NORTH 185.00 FEET ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF THE AFORESAID SOUTHEAST QUARTER; THENCE EAST 73.50 FEET ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF THE AFORESAID SOUTHEAST QUARTER; THEN SOUTH 185.00 FEET ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF THE AFORESAID SOUTHEAST QUARTER, TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Unit Address		P.I.N.	Percentage of Ownership
8912 Steven Dr, Des Plaines, IL	101A	09-10-401-082-1001	7.474227
8912 Steven Dr, Des Plaines, IL	102B	09-10-401-082-1002	5.996564
8912 Steven Dr, Des Plaines, IL	103C	09-10-401-082-1003	5.652921
8912 Steven Dr, Des Plaines, IL	104D	09-10-401-082-1004	5.824742
8912 Steven Dr, Des Plaines, IL	105E	09-10-401-082-1005	5.652921
8912 Steven Dr, Des Plaines, IL	106F	09-10-401-082-1006	5.240550
8912 Steven Dr, Des Plaines, IL	107G	09-10-401-082-1007	7.474227
8912 Steven Dr, Des Plaines, IL	108H	09-10-401-082-1008	4.450172
8912 Steven Dr, Des Plaines, IL	201A	09-10-401-082-1009	7.130584
8912 Steven Dr, Des Plaines, IL	202B	09-10-401-082-1010	6.271478
8912 Steven Dr, Des Plaines, IL	203C	09-10-401-082-1011	5.927835
8912 Steven Dr, Des Plaines, IL	204D	09-10-401-082-1012	6.099656
8912 Steven Dr, Des Plaines, IL	205E	09-10-401-082-1013	5.927835
8912 Steven Dr, Des Plaines, IL	206F	09-10-401-082-1014	6.099658
8912 Steven Dr, Des Plaines, IL	207G	09-10-401-082-1015	7.130584
8912 Steven Dr, Des Plaines, IL	208H	09-10-401-082-1016	7.646048

100%

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## EXHIBIT B

### CERTIFICATION AS TO UNIT OWNER APPROVAL

I, KEITH E. BRADY, do hereby certify that I am the duly elected and qualified secretary for the Courtland Square Condominium Building No. 26 Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the Courtland Square Condominium Building No. 26 Association, was duly approved by two-thirds (2/3) of the owners in accordance with the provisions of Article XIII, Section 13.08 of the Declaration.

K. E. Brady  
Secretary

Dated at DES PLAINES, Illinois this

23 day of OCTOBER, 2007.

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## EXHIBIT C

### AFFIDAVIT OF MAILING

I, KEITH E. BRAY, state that I am the Secretary of the Board of Managers of the Courtland Square Condominium Building No. 26 Association, and hereby certify that a copy of the foregoing Amendment was sent by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership.

Dated: 23 OCTOBER, 2007.

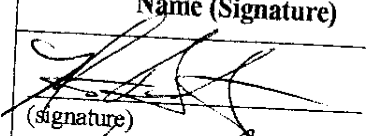
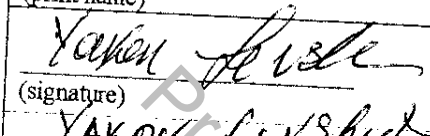
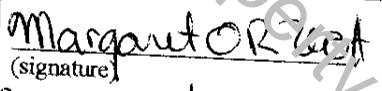
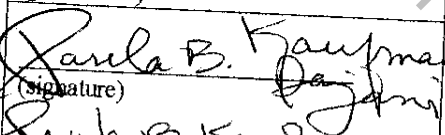
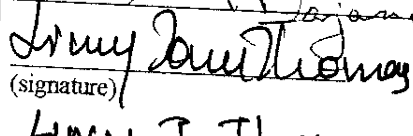
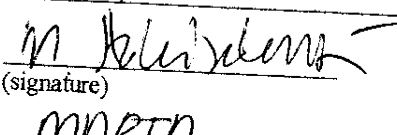
By: K.E. Bray  
Secretary

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## PETITION TO APPROVE AMENDING THE DECLARATION FOR THE COURTLAND SQUARE CONDOMINIUM BUILDING NO. 26 ASSOCIATION

We, the undersigned, do hereby approve the amendment to the Declaration of the Courtland Square Condominium Building No. 26 Association, as attached hereto.

Name (Signature)	Address	*Name of Address of Mortgagee & Loan No.
<div style="text-align: center;">                       (signature)  <u>Nevea Brody</u>                      (print name)                 </div>	8912 Steven Drive, Unit <u>1B</u> Des Plaines, IL 60016  Date: <u>9-5-07</u>	Loan No. _____
<div style="text-align: center;">                       (signature)  <u>Yakov Avdeyev</u>                      (print name)                 </div>	8912 Steven Drive, Unit <u>2B</u> Des Plaines, IL 60016  Date: <u>9.5.07</u>	Loan No. _____
<div style="text-align: center;">                       (signature)  <u>Margaret Orzell</u>                      (print name)                 </div>	8912 Steven Drive, Unit <u>2B</u> Des Plaines, IL 60016  Date: <u>9-5-07</u>	Loan No. _____
<div style="text-align: center;">                       (signature)  <u>Paula B. Kaufman</u>                      (print name)                 </div>	8912 Steven Drive, Unit <u>1E</u> Des Plaines, IL 60016  Date: <u>9/18/07</u>	Loan No. _____
<div style="text-align: center;">                       (signature)  <u>Lucy T. Thomas</u>                      (print name)                 </div>	8912 Steven Drive, Unit <u>1G</u> Des Plaines, IL 60016  Date: <u>9/27/07</u>	Loan No. _____
<div style="text-align: center;">                       (signature)  <u>MARTA</u>                      (print name)                 </div>	8912 Steven Drive, Unit <u>2F</u> Des Plaines, IL 60016  Date: <u>10/06/07</u>	Loan No. _____
<div style="text-align: center;">                     _____                      (signature)                      _____                      (print name)                 </div>	8912 Steven Drive, Unit _____ Des Plaines, IL 60016  Date: _____	Loan No. _____
<div style="text-align: center;">                     _____                      (signature)                      _____                      (print name)                 </div>	8912 Steven Drive, Unit _____ Des Plaines, IL 60016  Date: _____	Loan No. _____

\* The above information is required, per the provisions of the Association's Declaration, in order to mail a copy of the amendment to all mortgagees of record.



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## COURTLAND SQUARE



8909 David Place • Des Plaines, Illinois 60016  
847-298-2820  
Fax 298-5832

### REVOCABLE PROXY

I, JAMES FRANCOEUR being the owner(s) of Unit # 26-2A  
(PRINT NAME)

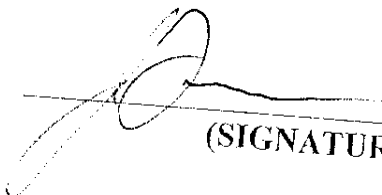
Des Plaines, Illinois, and being a member in  
(PRINT STREET ADDRESS)  
good standing of Courtland Square Condominium, Building # 26-2A

Association, do hereby appoint KEITH ORMONICA BRADY  
(PRINT NAME)  
attorney and agent for me, and in my name, place and stead, to vote as my proxy at

any Association meetings, either regular or special, from this date forward, and for  
so long as I remain a member with full power to vote as if I were personally  
present, with all the powers I possess. My presence at a meeting will  
automatically revoke this proxy for the meeting unless I indicate otherwise

IN WITNESS THEREOF, I have executed this proxy on the 25 day of

Aug, 07.

  
(SIGNATURE)

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## COURTLAND SQUARE



8909 David Place • Des Plaines, Illinois 60016  
847-298-2820  
Fax 298-5832

### REVOCABLE PROXY

I, Andr s Toriveran being the owner(s) of Unit # 2C  
(PRINT NAME)

8912 Steven St, Des Plaines, Illinois, and being a member in  
(PRINT STREET ADDRESS)  
good standing of Courtland Square Condominium, Building # \_\_\_\_\_

Association, do hereby appoint NICA BRADY  
(PRINT NAME)  
attorney and agent for me, and in my name, place and stead, to vote as my proxy at

any Association meetings, either regular or special, from this date forward, and for  
so long as I remain a member with full power to vote as if I were personally  
present, with all the powers I possess. My presence at a meeting will  
automatically revoke this proxy for the meeting unless I indicate otherwise

IN WITNESS THEREOF, I have executed this proxy on the 5 day of  
SEPT, 2007.

(SIGNATURE)

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## COURTLAND SQUARE



8909 David Place • Des Plaines, Illinois 60016  
847-298-2820  
Fax 298-5832

### REVOCABLE PROXY

I, MARION O'HIGG being the owner(s) of Unit # 2D  
(PRINT NAME)

Des Plaines, Illinois, and being a member in  
(PRINT STREET ADDRESS)  
good standing of Courtland Square Condominium, Building # \_\_\_\_\_

Association, do hereby appoint MARILYN GRADY  
(PRINT NAME)

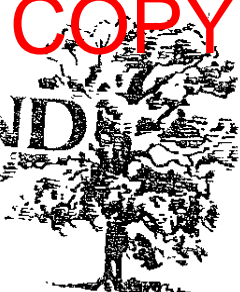
attorney and agent for me, and in my name, place and stead, to vote as my proxy at  
any Association meetings, either regular or special, from this date forward, and for  
so long as I remain a member with full power to vote as if I were personally  
present, with all the powers I possess. My presence at a meeting will  
automatically revoke this proxy for the meeting unless I indicate otherwise.

IN WITNESS THEREOF, I have executed this proxy on the 5 day of  
SEPT, 2007

Marion A. O'Higg  
(SIGNATURE)

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**COURTLAND  
SQUARE**



8909 David Place • Des Plaines, Illinois 60016  
847-298-2820  
Fax 298-5832

**REVOCABLE PROXY**

I, \_\_\_\_\_ (PRINT NAME) being the owner(s) of Unit # 2E

\_\_\_\_\_, Des Plaines, Illinois, and being a member in  
(PRINT STREET ADDRESS)  
good standing of Courtland Square Condominium, Building # \_\_\_\_\_

Association, do hereby appoint JANINA WAZNA (PRINT NAME) (MOLICA BRADY)  
attorney and agent for me, and in my name, place and stead, to vote as my proxy at

any Association meetings, either regular or special, from this date forward, and for  
so long as I remain a member with full power to vote as if I were personally  
present, with all the powers I possess. My presence at a meeting will  
automatically revoke this proxy for the meeting unless I indicate otherwise.

IN WITNESS THEREOF, I have executed this proxy on the 5 day of  
SEPT, 2007

Jamie Warner  
(SIGNATURE)

Property of Cook County Clerk's Office

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## COURTLAND SQUARE



8909 David Place • Des Plaines, Illinois 60016  
847-298-2820  
Fax 298-5832

### REVOCABLE PROXY

I, HANSON, WALTER + PATRICIA  
(PRINT NAME)

being the owner(s) of Unit # 1-D

8912 STEVENS

(PRINT STREET ADDRESS)

Des Plaines, Illinois, and being a member in  
good standing of Courtland Square Condominium, Building # 2C

Association, do hereby appoint MARICA BRADY  
(PRINT NAME)

attorney and agent for me, and in my name, place and stead, to vote as my proxy at

any Association meetings, either regular or special, from this date forward, and for

so long as I remain a member with full power to vote as if I were personally

present, with all the powers I possess. My presence at a meeting will

automatically revoke this proxy for the meeting unless I indicate otherwise.

IN WITNESS THEREOF, I have executed this proxy on the 29 day of

AUGUST, 2007

\_\_\_\_\_  
(SIGNATURE)