



0733034075

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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/26/2007 10:10 AM Pg: 1 of 24

**AMENDMENT TO THE  
SECOND AMENDED AND  
RESTATED  
DECLARATION OF  
CONDOMINIUM  
OWNERSHIP AND OF  
EASEMENTS  
RESTRICTIONS,  
COVENANTS AND BY-  
LAWS FOR THE  
WOODLANDS OF  
MORTON GROVE  
CONDOMINIUM  
ASSOCIATION**

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Second Amended and Restated Declaration of Condominium Ownership, and of Easements, Restrictions, Covenants and By-Laws (hereafter the "Declaration") for Woodlands of Morton Grove Condominium Association, (hereafter the "Association"), which Declaration was recorded on February 23, 2005 as Document Number 0505434036 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A," which is attached hereto and made a part hereof.

**WITNESSETH:**

WHEREAS, pursuant to Paragraph 21 of the Declaration, the provisions of the Condominium Instruments may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission signed by Unit Owners or approved at a meeting of Unit Owners holding not less than two-thirds (2/3) of the ownership interests and certified by the secretary of the Association and containing an affidavit by the Secretary of the Board certifying that a copy of the amendment has been mailed by certified mail to all lien holders of record against any Unit; and

WHEREAS, an affidavit signed by the Secretary of the Association is attached hereto as Exhibit B certifying that said instrument has been approved by least two-thirds (2/3) of the ownership interests; and

WHEREAS, an affidavit signed by the Secretary of the Association is attached hereto as Exhibit C certifying that said instrument has been mailed by certified mail to all of the Lien Holders of record against any unit of the Association; and

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

JOHN H. BICKLEY, III  
Kovitz Shifrin Nesbit  
750 Lake Cook Road, Suite 350  
Buffalo Grove, IL 60089 — (847) 537-0500

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WHEREAS, the effective date of the Amendment shall be the date of recordation;  
and

NOW, THEREFORE, the Association hereby declares that Paragraph 19 of the Declaration is hereby amended and is deleted in its entirety, excluding sub-paragraph 19(a), and replaced with the following (additions in text are indicated by underline and deletions in text are indicated by ~~strike-out~~):

## 19. Sale or Leasing of a Unit

(b) Notwithstanding any foregoing provisions of this Declaration to the contrary, rental or leasing of Units which will result in the number of Units being leased to exceed 10% of the total number of Units of the Association is prohibited, (unless permitted by the Board in accordance with sub-paragraphs (c), (d) and (e) below) except as hereinafter provided:

(c) The term "leasing of Units" includes a transaction where the title holder of a Unit, who does not reside therein, permits its occupancy by persons not on title regardless of whether a formal written lease exists or if consideration is paid therefore. Additionally, a "lease" shall include any transaction wherein possession of a Unit is provided prior to transfer of title. Notwithstanding any other provision contained herein to the contrary, in no event, shall a Unit Owner lease his/her Unit for less than one (1) year, except as provided in sub-paragraph (e) below, or for hotel or transient purposes.

(d) Occupancy of a Unit by a Family Member(s) of a Unit Owner is permitted, and shall not constitute a lease as defined under this Amendment, even if there is no written memorandum or agreement executed by the parties. Family Member shall be defined as parent(s), grandparent(s), child(ren), grandchild(ren), siblings and spouse of the Unit Owner. Such occupancy is included in calculating the 10% limitation.

(e) Hardship: If a hardship, as determined by the Board of Directors, exists, the Unit Owner may apply for a hardship waiver of the leasing restrictions set forth herein in the following manner:

(i) The Unit Owner must submit a request in writing to the Board of Directors requesting a six (6) month hardship waiver of this Paragraph, setting forth the reasons why they are entitled to same.

(ii) If, based on the data supplied to the Board of Directors by the Unit Owner, the Board finds that a reasonable hardship exists, the Board may grant a waiver for a minimum of six (6) months. Any lease entered into shall be in writing and for a period of at least six (6) months and no longer than one (1) year. The lease must also contain a provision that failure by the tenant or the Unit Owner to abide by the Declaration, Bylaws and the Rules and Regulations of the Association may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors. All decisions of the Board shall be final. Leases permitted pursuant to the Hardship exception herein are included in calculating the 10% limitation.

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(iii) Copies of all leases must be submitted to the Board by the earlier to occur of ten (10) days after execution or occupancy.

(iv) All tenants shall acknowledge in writing that they have received copies of the Declaration, Bylaws and Rules and Regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors.

(v) In the event an Owner has been granted hardship status, they must re-apply within thirty (30) days prior to the expiration of each hardship period if they wish to request an extension.

(f) The provisions of the Act, the Declaration, By-Laws, other condominium instruments and Rules and Regulations that relate to the use of the individual Unit or the Common Elements ("Governing Documents") shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease. In the event an Owner or Tenant shall violate any provision set forth herein, in the Governing Documents or Condominium Property Act (Act), said Owner or Tenant 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.

(g) In addition to the authority to levy fines against the Unit Owner for violation of this Amendment or any other provision of the Act, 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.

(h) 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.

(i) All unpaid charges including legal fees 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.

(j) This Amendment shall not prohibit the Board from leasing any Unit owned by the Association or any Unit which the Association has been issued an Order of Possession by the Circuit Court of Cook County. Leases permitted pursuant to this Paragraph are included in calculating the 10% limitation set forth herein.

(k) In the event a Unit is subject to a lease on the effective date of this Amendment, and such lease is on file with the Association on such effective date of the Amendment, the tenant may continue to lease such Unit until such time as such existing tenant ceases to lease the Unit, at which point, leasing of said Unit shall be prohibited except as otherwise set forth herein. Leases permitted to remain in place pursuant to this Paragraph are included in calculating the 10% limitation.

(l) In the event the number of Unit Owners desiring to lease their Unit exceeds the amount permitted pursuant to the 10% limitation, the Board shall have authority to enact rules pertaining to the creation and administration of a "waiting list" relative to such Units.

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(m) All Owners and tenants, including family members, must comply with the provisions contained in the Crime Free Leasing Resolution and Addendum, as duly adopted and as may be from time to time amended by Resolution of the Board of Managers, and is attached hereto as Exhibit "D" for reference purposes only.

(n) The Unit Owner to which a parking space is assigned as an Exclusive Limited Common Element hereunder may (with the prior written consent of the First Mortgagee, if any, of the Unit) assign the parking space to another Unit in the Building in which such Unit is located following the procedures required under Section 26 of the Act. A Unit Owner shall not have the right to lease his or her parking space to a non- resident.

(o) The Unit Owner to which a storage space is assigned as an Exclusive Limited Common Element hereunder may (with the prior written consent of the First Mortgagee, if any, of the Unit) assign the storage space to another Unit in the Building in which such Unit is located following the procedures required under Section 26 of the Act. A Unit Owner shall not have the right to lease his or her storage space to a non- resident.

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

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

APPROVED THIS 12<sup>th</sup> DAY OF November, 2007

Woodlands of Morton Grove Condominium  
Association

By:

Harvey M. Silverman  
Its President

ATTEST

By:

[Signature]  
Secretary

## UNOFFICIAL COPY

## Exhibit A

## Legal description of the Development Parcel

THAT PART OF LOT "A" IN BAXTER LABORATORIES CONSOLIDATION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND OF PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 1947 AS DOCUMENT NO. 14942019, TOGETHER WITH THAT PART OF LOT 34 IN THE COUNTY CLERK'S DIVISION IN THE WEST 1/2 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT "A"; THENCE SOUTH 66 DEGREES 07 MINUTES 45 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT "A", 114.62 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 69 DEGREES 17 MINUTES 16 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT "A" 901.46 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF THE EASEMENT FOR THE PURPOSES OF ACCESS, INGRESS AND EGRESS (BUT NOT PARKING) OF MOTOR VEHICLES AS CREATED, DEFINED AND LIMITED INSTRUMENT RECORDED JANUARY 31, 1992 AS DOCUMENT NO. 92065893, SAID POINT OF INTERSECTION BEING 33.62 FEET, AS MEASURED ALONG THE NORTHERLY LINE OF SAID LOT "A", WESTERLY OF THE NORTHEAST CORNER OF SAID LOT "A"; THE FOLLOWING 4 COURSES ARE ALONG THE WESTERLY LINE OF SAID EASEMENT FOR THE PURPOSES OF ACCESS, INGRESS AND EGRESS (BUT NOT PARKING) OF MOTOR VEHICLES AS CREATED, DEFINED AND LIMITED INSTRUMENT RECORDED JANUARY 31, 1992 AS DOCUMENT NO. 92065893: THENCE SOUTH 03 DEGREES 20 MINUTES 59 SECONDS WEST (RECORD SOUTH 03 DEGREES 10 MINUTES 29 SECONDS WEST), 211.18 FEET TO AN ANGLE POINT ON SAID LINE; THENCE SOUTH 20 DEGREES 45 MINUTES 37 SECONDS WEST (RECORD SOUTH 20 DEGREES 40 MINUTES 42 SECONDS WEST), 238.40 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 48 DEGREES 02 MINUTES 42 SECONDS WEST, 70.07 FEET (RECORD SOUTH 48 DEGREES 11 MINUTES 12 SECONDS WEST, 70.06 FEET) TO AN ANGLE POINT IN SAID LINE ON THE NORTHERLY EXTENSION OF THE WESTERLY FACE OF THE EXTERIOR WALL OF THE BRICK BUILDING, SAID POINT BEING 48.00 FEET NORTH OF A NORTHWEST CORNER OF THE EXTERIOR WALLS OF BRICK BUILDING; THENCE SOUTH 01 DEGREE 08 MINUTE 13 SECONDS EAST ALONG SAID LAST DESCRIBED LINE AND ALONG THE WESTERLY FACE OF THE EXTERIOR WALL OF BRICK BUILDING, 122.07 FEET TO A CORNER OF THE EXTERIOR WALLS OF SAID BRICK BUILDING; THENCE SOUTH 09 DEGREES 57 MINUTES 56 SECONDS WEST ALONG THE NORTHERLY FACE OF THE EXTERIOR WALL OF THE BRICK BUILDING, 59.90 FEET TO A CORNER OF THE EXTERIOR WALLS OF SAID BRICK BUILDING; THENCE SOUTH 01 DEGREE 11 MINUTE 10 SECONDS EAST ALONG THE WESTERLY FACE OF THE EXTERIOR WALL OF THE BRICK BUILDING AND ALONG SAID WESTERLY FACE EXTENDED SOUTHERLY, 319.36 FEET TO THE SOUTH LINE OF SAID LOT "A"; THENCE SOUTH 08 DEGREES 40 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT "A" 129.06 FEET TO THE SOUTHWEST CORNER OF SAID LOT "A"; THENCE NORTH 22 DEGREES 20 MINUTES 02 SECONDS EAST ALONG THE WESTERLY LINE OF LOT "A" AND ALONG SAID WESTERLY LINE EXTENDED, BEING ALSO THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, 1414.02 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.



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## Legal description of the Condominium Parcel

The following parcels of land were submitted to the Act as and when indicated below:

- 1) Submitted with the Original Declaration, as amended by the First Amended and Restated Declaration;

PARCEL FORMERLY KNOWN AS THE "SENIOR LIVING PARCEL" OR "SENIOR LIVING UNIT"

That part of the West Half of the Northwest Quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, in Miles Township, Cook County, Illinois, described as follows:

Commencing at the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 20; Thence South 00°11'31" East, along the East line of the West Half of said Southwest Quarter, 493.66 feet, to the South line of the North Half of the South Half of the North Half of said Southwest Quarter; Thence South 12°48'39" West, along said South line, 539.37 feet to the Easterly line of the Chicago - Milwaukee - St. Paul and Pacific Company Railroad; Thence North 22°20'02" West, along said Easterly line, 954.37 feet for the Point of Beginning; Thence North 67°40'11" East, 291.04 feet; Thence North 22°43'38" East, 153.38 feet; Thence North 33°00'30" West, 158.75 feet; Thence North 18°23'13" East, 11.41 feet to the Southerly Right-of-Way of Lincoln Avenue; Thence North 67°17'36" West along said Southerly line, 372.37 feet; Thence North 66°03'45" West along said Southerly line, 114.02 feet to the said Easterly line of the Chicago - Milwaukee - St. Paul and Pacific Company Railroad; Thence South 22°20'02" East, along said Easterly line, 664.45 feet to the Point of Beginning. Containing 3.503 Acres ±.

PARCEL "C"

That part of the West Half of the Northwest Quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, in Miles Township, Cook County, Illinois, described as follows:

Commencing at the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 20; Thence South 00°11'31" East, along the East line of the West Half of said Southwest Quarter, 493.66 feet to the South line of the North Half of the South Half of the North Half of said Southwest Quarter; Thence South 12°48'39" West, along said South line, 539.37 feet to the Easterly line of the Chicago - Milwaukee - St. Paul and Pacific Company Railroad; Thence North 22°20'02" West, along said Easterly line, 954.37 feet for the Point of Beginning; Thence North 67°40'11" East, 291.04 feet; Thence South 22°43'38" East, 153.38 feet to a Point of Curvature; Thence Southerly 11.31 feet along a curve in the right having a radius of 19.00 feet (Chord Bearing South 03°22'01" East, 11.34 feet) to the beginning of a non-tangent curve; Thence Southerly 25.27 feet along a curve to the beginning of a non-tangent curve; Thence Southeasterly 13.51 feet along a curve to the right having a radius of 19.00 feet (Chord Bearing South 40°05'13" East, 11.34 feet) to a Point of Tangency; Thence South 22°43'38" East, 162.33 feet; Thence South 67°16'22" West, 295.16 feet to said Easterly line of Chicago - Milwaukee - St. Paul and Pacific Company Railroad; Thence North 22°20'02" West, along said Easterly line, 309.87 feet to the Point of Beginning. Containing 2.056 Acres ±.

- 2) Submitted with the First Amendment to the First Amended and Restated Declaration;

PARCEL "D"

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Part of the West Half of the Northwest quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, in Niles Township, Cook County, Illinois, described as follows:

Commencing at the Northeast corner of the Northwest quarter of the Southwest quarter of said Section 20; Thence South  $00^{\circ} 11' 31''$  East along the East line of the West half of said Southwest quarter, 193.66 feet to the South line of the North half of the South half of the North half of the North half of said Southwest quarter; Thence South  $88^{\circ} 48' 59''$  West along said South line, 539.37 feet to the Easterly line of Chicago & Milwaukee - St. Paul & Pacific Company Railroad; Thence North  $22^{\circ} 20' 02''$  West along said Easterly line, 1618.82 feet to the Southerly Right of Way of Lincoln Avenue; Thence South  $66^{\circ} 07' 45''$  East along said Southerly line, 114.62 feet; Thence South  $69^{\circ} 17' 16''$  East along said Southerly line, 941.46 feet; Thence South  $03^{\circ} 20' 59''$  West, 154.04 feet for the Point of Beginning; Thence North  $86^{\circ} 30' 03''$  West, 111.33 feet; Thence North  $69^{\circ} 17' 16''$  West, 136.93 feet; Thence South  $67^{\circ} 16' 22''$  West, 18.30 feet; Thence South  $22^{\circ} 43' 28''$  East, 120.50 feet; Thence North  $67^{\circ} 16' 22''$  East, 75.21 feet; Thence South  $72^{\circ} 56' 36''$  East, 30.23 feet; Thence South  $69^{\circ} 14' 53''$  East, 26.11 feet; Thence North  $20^{\circ} 45' 07''$  East, 35.23 feet; Thence North  $03^{\circ} 20' 59''$  East, 57.14 feet to the Point of Beginning.

Containing 0.485 ± Acres.

3) Submitted with the Second Amendment to the First Amended and Restated Declaration;  
**PARCEL "1"**

Part of the West Half of the Northwest quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, in Niles Township, Cook County, Illinois, described as follows:

Commencing at the Northeast corner of the Northwest quarter of the Southwest quarter of said Section 20; Thence South  $00^{\circ} 11' 31''$  East along the East line of the West half of said Southwest quarter, 193.66 feet to the South line of the North half of the South half of the North half of the North half of said Southwest quarter; Thence South  $88^{\circ} 48' 59''$  West along said South line, 539.37 feet to the Easterly line of Chicago & Milwaukee - St. Paul & Pacific Company Railroad; Thence North  $22^{\circ} 20' 02''$  West along said Easterly line, 1618.82 feet to the Southerly Right of Way of Lincoln Avenue; Thence South  $66^{\circ} 07' 45''$  East along said Southerly line, 114.62 feet; Thence South  $69^{\circ} 17' 16''$  East along said Southerly line, 941.46 feet; Thence South  $03^{\circ} 20' 59''$  West, 154.04 feet for the Point of Beginning; Thence North  $86^{\circ} 30' 03''$  West, 111.33 feet; Thence North  $69^{\circ} 17' 16''$  West, 136.93 feet; Thence South  $67^{\circ} 16' 22''$  West, 18.30 feet; Thence South  $22^{\circ} 43' 28''$  East, 120.50 feet; Thence North  $67^{\circ} 16' 22''$  East, 75.21 feet; Thence South  $72^{\circ} 56' 36''$  East, 30.23 feet; Thence South  $69^{\circ} 14' 53''$  East, 26.11 feet; Thence North  $20^{\circ} 45' 07''$  East, 35.23 feet; Thence North  $03^{\circ} 20' 59''$  East, 57.14 feet to the Point of Beginning.

Containing 0.530 ± Acres.

4) Submitted with the Third Amendment to the First Amended and Restated Declaration;  
**PARCEL "2"**

Part of the West Half of the Northwest quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, in Niles Township, Cook County, Illinois, described as follows:

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Commencing at the Northwest corner of the Northwest quarter of the Southwest quarter of said Section 20; Thence South 06° 11' 31" East along the East line of the West half of said Southwest quarter, 493.66 feet to the South line of the North half of the South half of the North half of the North half of said Southwest quarter; Thence South 88° 48' 59" West along said South line, 539.37 feet to the Easterly line of Chicago - Milwaukee - St. Paul & Pacific Company Railroad; Thence North 22° 20' 02" West along said Easterly line, 1612.22 feet to the Southerly Right of Way of Lincoln Avenue; Thence South 66° 07' 43" East along said Southerly line, 114.62 feet; Thence South 69° 17' 16" East along said Southerly line, 981.46 feet; Thence South 03° 20' 39" West, 211.11 feet; Thence South 30° 45' 07" West, 238.40 feet; Thence South 42° 04' 42" West, 42.83 feet to the Point of Beginning; Thence North 22° 43' 38" West, 196.14 feet; Thence North 67° 16' 22" East, 12.00 feet; Thence North 22° 43' 38" West, 14.73 feet; Thence North 67° 16' 22" East, 75.21 feet; Thence South 77° 36' 38" East, 90.23 feet; Thence South 69° 14' 53" East, 26.11 feet; Thence South 20° 41' 07" West, 293.17 feet; Thence South 48° 04' 41" West, 42.83 feet to the Point of Beginning.

Containing 0.282 ± Acres.

5) Submitted with the Fourth Amendment to the First Amended and Restated Declaration:

PARCEL 1E

Part of the West Half of the Northwest quarter and Part of the Northwest quarter of the Southwest quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, in Hills Township, Cook County, Illinois, described as follows:

Commencing at the Northeast corner of the Northwest quarter of the Southwest quarter of said Section 20; Thence South 06° 11' 31" East along the East line of the West half of said Southwest quarter, 493.66 feet to the South line of the North half of the South half of the North half of the North half of said Southwest quarter; Thence South 88° 48' 59" West along said South line, 539.37 feet to the Easterly line of Chicago - Milwaukee - St. Paul & Pacific Company Railroad; Thence North 22° 20' 02" West along said Easterly line, 1612.22 feet to the Point of Beginning; Thence North 70° 19' 37" East, 276.44 feet; Thence North 01° 11' 10" West, 49.64 feet; Thence South 11° 32' 36" West, 36.00 feet; Thence North 01° 11' 10" West, 14.54 feet to a Point of Curvature; Thence Southerly 17.55 feet along a curve concave Westerly, having a radius of 44.00 feet (Chord bearing North 19° 07' 23" West, 27.10 feet) to the beginning of a non-tangent curve; Thence Northerly 39.69 feet along a curve concave Easterly, having a radius of 93.27 feet (Chord bearing North 23° 02' 40" West, 39.40 feet) to the beginning of a non-tangent curve; Thence Westerly 10.56 feet along a curve concave Southerly, having a radius of 1.00 feet (Chord bearing North 66° 45' 48" West, 9.39 feet); Thence North 05° 16' 16" East, 25.00 feet to the beginning of a non-tangent curve; Thence Southerly 12.91 feet along a curve concave Westerly, having a radius of 9.00 feet (Chord bearing North 26° 11' 30" East, 11.83 feet) to the beginning of a non-tangent curve; Thence Northerly 7.21 feet along a curve concave Westerly, having a radius of 74.17 feet (Chord bearing North 17° 41' 29" West, 7.20 feet); Thence North 22° 43' 38" West, 71.00 feet; Thence South 67° 16' 22" West, 293.16 feet to said Easterly line of Chicago - Milwaukee - St. Paul & Pacific Company Railroad; Thence South 22° 20' 02" East along said Easterly line, 277.74 feet to the Point of Beginning.

Containing 1.891 Acres ±.

6) Submitted with the Fifth Amendment to the First Amended and Restated Declaration:

PARCEL 1F



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Part of the West Half of the Northwest quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, in Mies Township, Cook County, Illinois, described as follows:

Commencing at the Northeast corner of the Northwest quarter of the Southwest quarter of said Section 20; Thence South 00° 11' 31" East along the East line of the West half of said Southwest quarter, 491.66 feet to the South line of the North half of the South half of the North half of the North half of said Southwest quarter; Thence South 88° 12' 59" West along said South line, 539.37 feet to the Easterly line of Chicago - Milwaukee - St. Paul & Pacific Company Railroad; Thence North 22° 20' 02" West along said Easterly line, 1618.82 feet to the Southerly Right of Way of Lincoln Avenue; Thence South 64° 07' 43" East along said Southerly line, 114.62 feet; Thence South 69° 17' 16" East along said Southerly line, 594.93 feet; Thence South 28° 42' 44" West, 91.08 feet for the Point of Beginning; Thence North 75° 36' 28" West, 77.27 feet; Thence North 80° 54' 42" West, 117.69 feet; Thence South 12° 00' 30" East, 61.95 feet; Thence South 22° 43' 38" East, 25.32 feet; Thence North 67° 40' 11" East, 12.70 feet; Thence South 22° 43' 38" East, 12.32 feet; Thence North 72° 04' 53" East, 79.78 feet; Thence North 67° 16' 22" East, 67.50 feet; Thence North 22° 43' 38" West, 126.01 feet; Thence North 70° 42' 41" East, 19.23 feet to the Point of Beginning.

Containing 7.127 ± Acres.

**PARCEL "11"**

Part of the West Half of the Northwest quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, in Mies Township, Cook County, Illinois, described as follows:

Commencing at the Northeast corner of the Northwest quarter of the Southwest quarter of said Section 20; Thence South 00° 11' 31" East along the East line of the West half of said Southwest quarter, 491.66 feet to the South line of the North half of the South half of the North half of the North half of said Southwest quarter; Thence South 88° 12' 59" West along said South line, 539.37 feet to the Easterly line of Chicago - Milwaukee - St. Paul & Pacific Company Railroad; Thence North 22° 20' 02" West along said Easterly line, 1618.82 feet to the Southerly Right of Way of Lincoln Avenue; Thence South 64° 07' 43" East along said Southerly line, 114.62 feet; Thence South 69° 17' 16" East along said Southerly line, 594.93 feet; Thence South 28° 42' 44" West, 91.08 feet; Thence North 75° 36' 28" West, 77.27 feet; Thence North 80° 54' 42" West, 117.69 feet; Thence South 12° 00' 30" East, 61.95 feet; Thence South 22° 43' 38" East, 25.32 feet; Thence North 67° 40' 11" East, 12.70 feet; Thence South 22° 43' 38" East, 12.32 feet; Thence North 72° 04' 53" East, 79.78 feet; Thence North 67° 16' 22" East, 67.50 feet; Thence North 22° 43' 38" West, 126.01 feet; Thence North 70° 42' 41" East, 19.23 feet to the Point of Beginning.

Containing 9.512 ± Acres.

7) Submitted with the Sixth Amendment to the First Amended and Restated Declaration:

Note: no land was submitted to the Act pursuant to the Sixth Amendment to the First Amended and Restated Declaration. Such Amendment pertained only to the transfer and/or reallocation of parking and/or storage spaces.

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8) Submitted with the Seventh Amendment to the First Amended and Restated Declaration:

CANCEL "A"

Part of the West Half of the Northwest quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, in Miles Township, Cook County, Illinois, described as follows:

Commencing at the Northeast corner of the Northwest quarter of the Southwest quarter of said Section 20; Thence South 66° 11' 11" East along the East line of the West half of said Southwest quarter, 493.66 feet to the South line of the North half of the South half of the North half of the Northwest quarter; Thence South 22° 46' 39" West along said South line, 339.37 feet to the Easterly line of Chicago - Milwaukee - St. Paul & Pacific Company Railroad; Thence North 22° 20' 02" West along said Easterly line, 1618.82 feet to the Southerly Right of Way of Lincoln Avenue; Thence South 66° 07' 43" East along said Southerly line, 114.62 feet; Thence South 69° 17' 16" East along said Southerly line, 145.45 feet for the Point of Beginning; Thence South 20° 42' 44" West, 91.00 feet; Thence South 69° 17' 16" East, 135.74 feet; Thence South 86° 39' 01" East, 46.49 feet; Thence North 03° 20' 39" East, 89.21 feet to said Southerly Right of Way of Lincoln Avenue; Thence North 69° 17' 16" West along said Southerly line, 136.00 feet to the Point of Beginning. Containing 0.248 Acres.

9) Submitted with the Eighth Amendment to the First Amended and Restated Declaration:

CANCEL "B"

Part of the West Half of the Northwest quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, in Miles Township, Cook County, Illinois, described as follows:

Commencing at the Northeast corner of the Northwest quarter of the Southwest quarter of said Section 20; Thence South 66° 11' 11" East along the East line of the West half of said Southwest quarter, 493.66 feet to the South line of the North half of the South half of the North half of the Northwest quarter; Thence South 22° 46' 39" West along said South line, 339.37 feet to the Easterly line of Chicago - Milwaukee - St. Paul & Pacific Company Railroad; Thence North 22° 20' 02" West along said Easterly line, 1618.82 feet to the Southerly Right of Way of Lincoln Avenue; Thence South 66° 07' 43" East along said Southerly line, 114.62 feet; Thence South 69° 17' 16" East along said Southerly line, 145.45 feet for the Point of Beginning; Thence North 20° 42' 44" West, 91.00 feet; Thence North 69° 17' 16" West, 103.27 feet; Thence North 20° 42' 44" East, 89.21 feet; Thence South 69° 17' 16" East, 145.20 feet; Thence South 86° 39' 01" East, 46.49 feet; Thence South 03° 20' 39" West, 72.23 feet to the Point of Beginning. Containing 0.119 Acres.

Containing 0.119 Acres

10) Submitted with the Ninth Amendment to the First Amended and Restated Declaration:

CANCEL "C"

Part of the West Half of the Northwest quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, in Miles Township, Cook County, Illinois, described as follows:

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Commencing at the Northeast corner of the Northwest quarter of the Southwest quarter of said Section 20; Thence South 00° 11' 31" East along the East line of the West half of said Southwest quarter, 193.66 feet to the South line of the North half of the South half of the North half of said Southwest quarter; Thence South 88° 48' 59" West along said South line, 339.37 feet to the Easterly line of Chicago - Milwaukee - St. Paul & Pacific Company Railroad; Thence North 22° 20' 02" West along said Easterly line, 166.82 feet to the Southerly Right of Way of Lincoln Avenue; Thence South 66° 01' 45" East along said Southerly line, 114.62 feet; Thence South 69° 17' 16" East along said Southerly line, 201.46 feet; Thence South 01° 29' 39" West, 211.18 feet; Thence South 70° 45' 07" West, 75.23 feet; Thence South 69° 14' 33" West, 76.11 feet; Thence North 77° 56' 38" West, 90.23 feet; Thence South 67° 16' 22" West, 75.31 feet to the Point of Beginning; Thence South 67° 16' 22" West, 139.49 feet; Thence North 22° 43' 18" West, 37.16 feet to a point of curvature; Thence Northerly 11.31 feet along a curve concave West, having a radius of 19.0 feet (Chord Bearing North 45° 05' 13" West, 11.31 feet) to the beginning of a non tangent curve; Thence Northerly 103.29 feet along a curve concave Easterly, having a radius of 55.34 feet (Chord Bearing North 22° 43' 18" West, 98.74 feet) to the beginning of a non tangent curve; Thence Northerly 11.31 feet along a curve concave West, having a radius of 19.0 feet (Chord Bearing North 05° 22' 03" West, 11.34 feet); Thence North 73° 04' 55" East, 79.28 feet; Thence North 67° 16' 22" East, 80.50 feet; Thence South 22° 43' 18" East, 150.50 feet to the Point of Beginning.

Containing 0.385 Acres.

It is Submitted with this Second Amended and Restated Declaration:

**PARCEL "C"**

Part of the Northwest quarter of the Southwest quarter of Section 20, Township 41 North, Range 11 East of the Third Principal Meridian, in 1863 Township, Cook County, Illinois, described as follows:

Commencing at the Northeast corner of the Northwest quarter of the Southwest quarter of said Section 20; Thence South 00° 11' 31" East along the East line of the West half of said Southwest quarter, 193.66 feet to the South line of the North half of the South half of the North half of said Southwest quarter; Thence South 88° 48' 59" West along said South line, 339.37 feet to the Easterly line of Chicago - Milwaukee - St. Paul & Pacific Company Railroad; Thence North 22° 20' 02" West along said Easterly line, 166.82 feet to the Point of Beginning; Thence North 70° 15' 37" East, 216.46 feet; Thence South 01° 11' 18" East, 429.72 feet to said South line of the North half of the South half of the North half of the North half of said Southwest quarter; Thence 88° 48' 59" West along said South line, 129.40 feet to said Easterly line of Chicago - Milwaukee - St. Paul and Pacific Company Railroad; Thence North 22° 20' 02" West, along said Easterly line, 766.76 feet to the Point of Beginning.

Containing 1.801 Acres.

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Legal description of the Building & Add-on Parcel

**CANCELLED**

Part of the Northwest quarter of the Southwest quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian; in Mies Township, Cook County, Illinois, described as follows:

Commencing at the Northeast corner of the Northwest quarter of the Southwest quarter of said Section 20; Thence South 89° 15' 13" East along the East line of the West half of said Southwest quarter, 493.66 feet to the South line of the North half of the South half of the North half of the North half of said Southwest quarter; Thence South 88° 48' 59" West along said South line, 519.77 feet to the Eastern line of Chicago - Milwaukee - St. Paul & Pacific Company Railroad; Thence North 22° 28' 02" West along said Eastern line, 166.76 feet to Point of Beginning; Thence North 70° 19' 37" East, 276.44; Thence South 61° 11' 10" East, 429.72 feet to said South line of the North half of the South half of the North half of the North half of said Southwest quarter; Thence 88° 48' 59" West along said South line, 129.88 feet to said Eastern line of Chicago - Milwaukee - St. Paul and Pacific Company Railroad; Thence North 22° 28' 02" West, along said Eastern line, 366.74 feet to the Point of Beginning.

Containing 1.101 Acres ±.

Property of Cook County Clerk's Office

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## Ownership Interest in the Common Elements

Revised: February 21, 2005

<u>Unit</u>	<u>Common Area Pct.</u>
D- 101	0.330354%
D- 102	0.291146%
D- 103	0.302348%
D- 104	0.268742%
D- 105	0.242978%
D- 106	0.273223%
D- 107	0.354439%
D- 108	0.230654%
D- 109	0.324753%
D- 110	0.302348%
D- 111	0.291146%
D- 112	0.278824%
D- 114	0.324753%
D- 115	0.324753%
D- 201	0.282184%
D- 202	0.325313%
D- 203	0.304589%
D- 204	0.270982%
D- 205	0.248578%
D- 206	0.275463%
D- 207	0.356679%
D- 208	0.265381%
D- 209	0.326993%
D- 210	0.304589%
D- 211	0.323072%
D- 212	0.301788%
D- 214	0.326993%
D- 215	0.326993%
D- 301	0.284425%
D- 302	0.327553%
D- 303	0.306829%
D- 304	0.273223%
D- 305	0.250818%
D- 306	0.277703%
D- 307	0.358920%
D- 308	0.267621%
D- 309	0.329234%
D- 310	0.306829%
D- 311	0.325313%
D- 312	0.304029%
D- 314	0.329234%
D- 315	0.329234%
D- 401	0.286665%
D- 402	0.329794%
D- 403	0.309070%
D- 404	0.275463%
D- 405	0.253058%
D- 406	0.279944%
D- 407	0.361180%
D- 408	0.264261%
D- 409	0.331474%
D- 410	0.309070%
D- 411	0.327553%
D- 412	0.306269%

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## Ownership Interest in the Common Elements

Revised: February 27, 2005

Unit	Common Area Pct.
D- 414	0.331474%
D- 415	0.331474%
D- 501	0.288906%
D- 502	0.332034%
D- 503	0.311310%
D- 504	0.277703%
D- 505	0.255299%
D- 506	0.282184%
D- 507	0.363401%
D- 508	0.266501%
D- 509	0.333715%
D- 510	0.311310%
D- 511	0.329794%
D- 515	0.325715%
D- 601	0.193787%
D- 602	0.338515%
D- 603	0.315791%
D- 604	0.282184%
D- 605	0.259780%
D- 606	0.286665%
D- 607	0.367881%
D- 608	0.276583%
D- 609	0.338195%
D- 610	0.315791%
D- 611	0.334275%
D- 612	0.312590%
D- 614	0.338195%
D- 615	<u>0.338195%</u>
Sub-total	25.030050%
E- 101	0.279944%
E- 102	0.291146%
E- 103	0.302348%
E- 104	0.268742%
E- 105	0.246337%
E- 106	0.273223%
E- 107	0.368442%
E- 108	0.253141%
E- 109	0.324753%
E- 110	0.302348%
E- 111	0.291146%
E- 112	0.313551%
E- 114	0.324753%
E- 115	0.324753%
E- 201	0.282184%
E- 202	0.339316%
E- 203	0.304589%
E- 204	0.270982%
E- 205	0.248578%
E- 206	0.275463%
E- 207	0.376682%
E- 208	0.265381%
E- 209	0.326993%
E- 210	0.304589%



# UNOFFICIAL COPY

## Ownership Interest in the Common Elements

Revised: February 21, 2005

<u>Unit</u>	<u>Common Area Pct</u>
E- 211	0.337075%
E- 212	0.315791%
E- 214	0.326993%
E- 215	0.326993%
E- 301	0.284425%
E- 302	0.341556%
E- 303	0.306829%
E- 304	0.273223%
E- 305	0.250818%
E- 306	0.277703%
E- 307	0.372922%
E- 308	0.267621%
E- 309	0.329234%
E- 310	0.305829%
E- 311	0.439115%
E- 312	0.318031%
E- 314	0.329234%
E- 315	0.329234%
E- 401	0.286665%
E- 402	0.343797%
E- 403	0.309070%
E- 404	0.275463%
E- 405	0.253058%
E- 406	0.279944%
E- 407	0.375163%
E- 408	0.264261%
E- 409	0.331474%
E- 410	0.309070%
E- 411	0.341556%
E- 412	0.320272%
E- 414	0.331474%
E- 415	0.331474%
E- 501	0.288906%
E- 502	0.346037%
E- 503	0.311310%
E- 504	0.277703%
E- 505	0.255299%
E- 506	0.282184%
E- 507	0.377403%
E- 508	0.266501%
E- 509	0.333715%
E- 510	0.311310%
E- 511	0.343797%
E- 512	0.322512%
E- 514	0.333715%
E- 515	0.333715%
E- 601	0.293387%
E- 602	0.350518%
E- 603	0.315791%
E- 604	0.282184%
E- 605	0.259780%
E- 606	0.286665%
E- 607	0.381884%
E- 608	0.276583%
E- 609	0.338195%

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## Ownership Interest in the Common Elements

Revised: February 21, 2003

Unit	Common Area Pct.	
E- 610	0.315791%	
E- 611	0.348277%	
E- 612	0.326993%	
E- 614	0.338195%	
E- 615	0.338195%	
Subtotal	25.986497%	
F- 102	0.316911%	Added Unit
F- 103	0.459180%	Added Unit
F- 104	0.322512%	Added Unit
F- 105	0.381884%	Added Unit
F- 106	0.307949%	Added Unit
F- 107	0.321884%	Added Unit
F- 108	0.376487%	Added Unit
F- 109	0.369462%	Added Unit
F- 110	0.322512%	Added Unit
F- 111	0.329234%	Added Unit
F- 112	0.297867%	Added Unit
F- 114	0.397567%	Added Unit
F- 115	0.453578%	Added Unit
F- 201	0.296747%	Added Unit
F- 202	0.318031%	Added Unit
F- 203	0.331474%	Added Unit
F- 204	0.323533%	Added Unit
F- 205	0.383004%	Added Unit
F- 206	0.309070%	Added Unit
F- 207	0.383004%	Added Unit
F- 208	0.377403%	Added Unit
F- 209	0.422212%	Added Unit
F- 210	0.323613%	Added Unit
F- 211	0.330354%	Added Unit
F- 212	0.298988%	Added Unit
F- 214	0.398688%	Added Unit
F- 215	0.454699%	Added Unit
F- 301	0.297867%	Added Unit
F- 302	0.319152%	Added Unit
F- 303	0.332594%	Added Unit
F- 304	0.324753%	Added Unit
F- 305	0.384125%	Added Unit
F- 306	0.310190%	Added Unit
F- 307	0.384125%	Added Unit
F- 308	0.378524%	Added Unit
F- 309	0.423332%	Added Unit
F- 310	0.324753%	Added Unit
F- 311	0.331474%	Added Unit
F- 312	0.300108%	Added Unit
F- 314	0.399808%	Added Unit
F- 315	0.455819%	Added Unit
F- 401	0.298988%	Added Unit
F- 402	0.320272%	Added Unit
F- 403	0.333715%	Added Unit
F- 404	0.325873%	Added Unit
F- 405	0.385245%	Added Unit
F- 406	0.311310%	Added Unit

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## Ownership Interest in the Common Elements

Revised: February 21, 2005

Unit	Common Area Pct	
F- 407	0.385245%	Added Unit
F- 408	0.379644%	Added Unit
F- 409	0.424453%	Added Unit
F- 410	0.325873%	Added Unit
F- 411	0.332594%	Added Unit
F- 412	0.301228%	Added Unit
F- 414	0.400928%	Added Unit
F- 415	0.456939%	Added Unit
F- 501	0.300108%	Added Unit
F- 502	0.321392%	Added Unit
F- 503	0.334835%	Added Unit
F- 504	0.326993%	Added Unit
F- 505	0.386365%	Added Unit
F- 506	0.312430%	Added Unit
F- 507	0.385157%	Added Unit
F- 508	0.380754%	Added Unit
F- 509	0.425573%	Added Unit
F- 510	0.326993%	Added Unit
F- 511	0.333715%	Added Unit
F- 512	0.302348%	Added Unit
F- 514	0.402048%	Added Unit
F- 515	0.458059%	Added Unit
F- 601	0.304569%	Added Unit
F- 602	0.325873%	Added Unit
F- 603	0.339316%	Added Unit
F- 604	0.331474%	Added Unit
F- 605	0.350846%	Added Unit
F- 606	0.316911%	Added Unit
F- 607	0.350846%	Added Unit
F- 608	0.385245%	Added Unit
F- 609	0.430054%	Added Unit
F- 610	0.331474%	Added Unit
F- 611	0.338195%	Added Unit
F- 612	0.306829%	Added Unit
F- 614	0.406525%	Added Unit
F- 615	0.462540%	Added Unit

Sub-total 29.675505%

1- 1A	0.447977%
1- 2B	0.414371%
1- 3C	0.436775%
3- 1	0.447977%
3- 2	0.414371%
3- 3	0.436775%
3- 4	0.447977%
3- 5	0.414371%
3- 6	0.436775%
4- 1A	0.447977%
4- 2B	0.414371%
4- 3C	0.436775%
5S- 1A	0.447977%

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## Ownership Interest in the Common Elements

Revised: February 21, 2005

<u>Unit</u>	<u>Common Area Pct</u>
5S- 2B	0.414371%
5S- 3C	0.436775%
5N- 1A	0.447977%
5N- 2B	0.414371%
5N- 3C	0.436775%
7- 1	0.447977%
7- 2	0.414371%
7- 3	0.436775%
7- 4	0.447977%
7- 5	0.414371%
7- 6	0.436775%
8- 1	0.447977%
8- 2	0.414371%
8- 3	0.436775%
8- 4	0.447977%
8- 5	0.414371%
8- 6	0.436775%
9- 1	0.447977%
9- 2	0.414371%
9- 3	0.436775%
9- 4	0.447977%
9- 5	0.414371%
9- 6	0.436775%
11- 1	0.447977%
11- 2	0.414371%
11- 3	0.436775%
11- 4	0.447977%
11- 5	0.414371%
11- 6	0.436775%
<u>Sub-total</u>	<u>18.187725%</u>
<u>Total</u>	<u>98.879776%</u>
Senior Living Unit	<u>1.120224%</u>
<u>Grand Total</u>	<u>100.000000%</u>

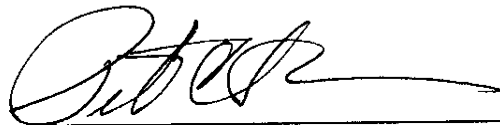
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## EXHIBIT B

### CERTIFICATION AS TO UNIT OWNER APPROVAL

I, Peter C. Shire, do hereby certify that I am the duly elected and qualified Secretary for the Association at Woodlands of Morton Grove Condominium 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 was duly approved by an affirmative vote of two-thirds (2/3) of the owners, in accordance with the provisions of Paragraph 21 of the Declaration.

  
Secretary

Dated at Morton Grove, Illinois this  
12<sup>th</sup> day of November, 2007

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## EXHIBIT C

### AFFIDAVIT OF NOTICE TO ALL MORTGAGEES

STATE OF ILLINOIS)

) SS

COUNTY OF COOK )

I, Peter C. Shire, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of Woodlands of Morton Grove Condominium Association, an Illinois not-for-profit corporation and condominium, and that pursuant to Paragraph 21 of the Declaration of Condominium Ownership for said condominium, written notice of the foregoing amendment has been sent by certified mail to all lien holders of record against any unit in the aforesaid condominium.



Secretary

Subscribed and sworn to before me  
this 20th day of November, 20  .

Christine W. Bieniek  
Notary Public





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## EXHIBIT D CRIME FREE LEASING

### THE WOODLANDS OF MORTON GROVE CONDOMINIUM ASSOCIATION

#### RESOLUTION

WHEREAS, the Woodlands Of Morton Grove Condominium Association ("Association") is an Illinois not-for-profit corporation, organized and operated for the purpose of administering the property commonly known as the Woodlands Of Morton Grove Condominium Association; and

WHEREAS, Association is administered by a duly elected Board of Directors in accordance with a certain Second Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Woodlands of Morton Grove Condominium Association; and

WHEREAS, the Board of Directors is charged with the responsibility of maintaining the property and acting in the best interests of the members of the Association; and

WHEREAS, the Board of Directors has deemed it to be in the best interests of the Association to adopt the following rules regarding a Crime-Free Leasing Program.

NOW, THEREFORE, BE IT RESOLVED:

The rules and regulations of the Woodlands Of Morton Grove Condominium Association are amended to include the following provisions:

#### Leases, Tenants and Non-Resident Unit Owners

I. It is the unit Owner's responsibility to comply with the following:

A. Provide the Association with a copy of the lease and **Crime Free Lease Addendum** (a copy of which is attached hereto), executed by the tenants not later than the due of occupancy or ten (10) days after the lease is signed, whichever occurs first. The lease must include names of all the residents of the unit. All tenants must be provided a copy of the Declaration, By-Laws, Rules and Regulations upon executing a lease for the unit. All leases must be in writing and for a period of not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. All leases must be in conformance with, and make specific reference to, the legal documents of the Association.

B. There are several important items that every investor-owner must consider before leasing his/her unit. The Woodlands Of Morton Grove Condominium Association is a Crime Free Community and has implemented this program:

1. Owners must notify prospective tenants that the Woodlands Of Morton Grove Condominium Association is a **Crime Free Community**.

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2. Owners must show prospective tenants the **Crime Free Lease Addendum**. This addendum must be initialed by prospective tenants to indicate they have seen it prior to completing the application.

3. Owners must obtain a completed lease application from prospective tenants, and provide a copy to the Board of Directors, no less than ten days prior to occupancy of the unit, a copy of the application is available through the Board of Directors and/or management.

4. Owners must obtain a criminal background check on prospective tenant and every person moving into the unit, and provide a copy to the Board of Directors, no less than ten days prior to occupancy of the unit. Owners must submit proof to the management company that this was done prior to the tenant moving into the unit.

A VIOLATION OF THE FOREGOING SECTION A AND B 1 THROUGH B 4 MAY RESULT IN A FINE OF \$100.00, AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING.

5. All leases must be in writing and for a period of not less than six (6) consecutive months nor more than twenty-four (24) consecutive months, unless the Board consents in writing to the contrary. No unit owner may lease less than the entire unit. The unit may not be leased for transient or hotel purposes. All leases must be in conformance with, and make specific reference to, the legal documents of the Association. The Owner is also required to submit, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first, a completed Resident Information form stating the number and name of all tenants, including children, and pets who will be residing at their unit. This information will also include the phone number of the unit, all work numbers, emergency contact information, make, model and license plate number of vehicles used by the occupants.

6. All leases must be current. The management office must be provided a copy of all updated leases (renewal) and lease riders not later than the date of occupancy or ten (10) days after the updated lease is signed, whichever occurs first. Additionally, unless otherwise provided by law, any unit owner who fails to provide the Board of Directors with an address other than the unit where the owner is to receive notices or other information from the Association shall be deemed to have waived the right to receive notices at any address other than the address of the Unit and the Association shall not be liable for any loss, damage, injury or prejudice to the rights of any such unit owner caused by any delays in receiving notice resulting therefrom.

7. Discrimination on the basis of age, race, color, creed, national origin or sex is not allowed.

8. If a tenant violates the Declarations, By-Laws or the Rules and Regulations of the Association, the owner shall also be held responsible.

9. Sub-leasing of Units is not permitted.

10. During the terms of the lease, no new roommate may move in without a new lease being generated, containing the names of all tenants residing in the unit, (a new roommate is someone residing in the unit longer than 30 days). A copy of (1) the new lease, (2) new lease rider and (3) **Crime free Lease Addendum** must be delivered to the management office. **A background criminal check must be done on the new tenant(s) prior to moving in.** All moving rules must be followed during this time.

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11. Owners may not rent their units to any person or persons who have a) ever been convicted of any violent criminal activity or b) been convicted of a drug-related criminal activity within the last five (5) years. "Violent criminal activity" is defined as any felonious criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another. "Drug-related criminal activity" is defined as the illegal manufacture, sale, distribution, or use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act [21 U.S.C. 802]).

A VIOLATION OF THE FOREGOING SECTION B 5 THROUGH B 11 MAY RESULT IN A MINIMUM \$100.00 FINE FOR THE FIRST VIOLATION, \$250.00 FOR THE SECOND VIOLATION, AND \$500.00 FOR THE THIRD AND EACH SUBSEQUENT VIOLATION, AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING.

II. Anytime a crime is committed on this property which involves a resident, tenant, guest, or invitee of a tenant, resident or guest the following fines may be assessed to the owner of the respective unit involved, after notice and an opportunity for a hearing:

A. Activities on this property such as, but not limited to, disturbing the peace, fighting, vandalism, property damage, offensive behavior, harassment, intimidation, public drunkenness (adult), party out-of-control if supported after notice and opportunity to be heard on the matter:

1 <sup>st</sup> offense	\$100.00
2 <sup>nd</sup> offense	\$250.00
Thereafter	\$500.00

B. Activities on this property such as, but not limited to, domestic violence, child abuse assault, burglary, theft, public drunkenness (minors), possession of illegal drugs, minors in possession of alcohol, DUI, possession of stolen property if supported, after notice and opportunity to be heard on the matter:

1 <sup>st</sup> offense	\$100.00
Thereafter	\$500.00 per incident

C. Activities on this property such as, but not limited to, manufacturing or distributing illegal drugs, any crime related to gang activity; illegal possession of firearm or weapon; discharge of firearm, aggravated assault, arson, kidnapping, murder if supported, after notice and opportunity to be heard on the matter.

1st offense and thereafter \$1000.00 per incident

III. In addition to any other remedies, by filing an action jointly against the tenant and the unit owner, the Association may seek to enjoin a tenant from occupying a unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by the Declaration, By-Laws, and Rules and Regulations of the Association. The Board of Managers may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant of any covenants, rules, regulations or bylaws of the Association.

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IV. This policy becomes effective \_\_\_\_\_, 2\_\_\_\_. All lease agreements signed prior to this date will be grandfathered through the term of the lease or for one year from the effective date of these rules, whichever occurs first, in regards to the Crime Free Lease Addendum. Tenants are not subject to another criminal background check at the time of lease renewal, only at the time the initial lease is effected. Owners are immediately responsible for providing the Association with a current Resident Information Form. The names on the Resident Information Form should be the same as those on the lease. Owners are also responsible for providing their tenants with information regarding this program and letting them know that crime will not be tolerated at Woodlands Of Morton Grove Condominium Association.

V. Fines for actions of individuals may be mitigated on a case by case basis (depending on the severity of the matter or damage and positive action taken regarding correction), with any decision made to be in the discretion of the Board and its decision shall be final and binding.

VI. All fines, costs, legal fees, and other expenses of the Association in connection with any violation under these rules shall be assessed to the account of the Unit Owner responsible.

Approved this 12th day of NOVEMBER, 2007.

**Board of Managers**  
**Woodlands Of Morton Grove Condominium Association**

By:

Harvey M. Silverman  
Its President

ATTEST:

By:

\_\_\_\_\_  
Its Secretary