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

Doc#: 0733034075 Fee: \$70.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 11/26/2007 10:10 AM Pg: 1 of 24

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 Leclaration 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pursuant to Paragraph 21 of the Declaration, the provisions of the Condominium Instruments may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission signed by Unit Owners or approved at a meeting of Unit Owners holding not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

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 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

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 <u>underline</u> and deletions in text are indicated by <u>strike out</u>):

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:
- 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% I mustion.
- (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.

- (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.
- 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 desired 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 empaid regular or special assessment, including late fees and interest on the unpaid balance.
- (i) 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.
- (I) 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.

(m) All (Owners and te	nants, includ	ing family_	members,	must o	comply	with_	the
provisions contain								
and as may be fro	m time to time	amended by	Resolution	of the Boa	ard of M	<u>lanager</u>	s, an	<u>id is</u>
attached hereto as								

- (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.
- 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 single 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 12th DAY OF November, 2007

Woodlands of Morton Grove Condominium

Association

By:

ATTEST

By: Secretary

0733034075 Page: 5 of 24

UNOFFICIAL COP

Saulul A

Legal description of the Development Parcel

THAT PART OF LDT "A" IN HAXTER LABORATORIES COMMULICATION OF FART OF THE WAST 1/2 OF THE HORTHREST 1/4 AND OF FART OF THE WASTERST 1/4 OF SECTION 20, TOWNISHIP 41 HURTH, SANGE 13, EAST OF THE HURTH PARTICLE AND THAN ACCORDING TO THE FLAT THEREOF RECORMED LOT IN IN THE COUNTY CLEPK'S DIVISION IN THE BESY 1/2 OF SECTION 20, LONGSHUE 41 HORTH, RANGE 13, LAST OF THE THIRD FRINCIPAL HERRIDAY OF COMMUNICATION AND CONTROL AND CONTROL AND CONTROL AND THE HURTH FART FART OF THE HURTH FAIR FART AND COMMUNICATION AND CONTROL AN THAT PART OF LOT "A" IN HAXTER LABORATORIES COMPOSITION OF TART OF

0733034075 Page: 6 of 24

UNOFFICIAL CC

Legal description of the Condominium Parcet

The following parcets of land were submitted to the Act as and when indicated before

1) Submitted with the Original Declaration, as aniended by the Plast Amended and Restated

CVSCEP LOUPIEUR'S KNOWN VZ THE "PENIOR FIAMO LYKNO LYKNO CHILL

That gast of the West Half of the Hatthwest Quester of Seeting 36, Township At North, Range 13 East of the Phind Principal Aferican, in Miles Termuckip, Cook County, Minute, described as follows:

Commencing of the Motherst comes of the Motherst Quarter of the Southwest Quarter of said Section tommercing at the expenses corner or the continues Quarter or the secondary Quarter of sense of the Unit There a South 20-12-32" Early along the Bast line of the West field of trid Southwest Quester, 493.64 est, to the South line of the Boath Half of the South Half of the Bouth Half of the Southwest Quarter; Thence South \$2'43'39" West, along acid South line, \$19.37 feet to the Casterly line odunican Quarter; enemee omini aa aa or or west, aning som omini me, 217-14 feet to the trattery not the Chicago - Milyestikee - St. Peul and Poellin Company Rallmed; Thence Much 12-70'02' West, along said festerly line, 954.]? feet for the Point of Beginning: Thence Morth 67740'11" East, 220.34. atong 2210 ipsierty (nie, 93e.). inci int sin some in ineginangi snesses copius as as a mari, 220.29 feet; Thence Houft 37707307 West, 132.75 feet; Thence Houft 37707307 West, 132.75 feet; Thence Houft 37707307 West, 132.75 feet; Thence Houft and a same a same and a same and a same a same and a same and a same and a same a same and a same a same and a same a same and a same deelt Thenen Month 32-43-12" West, 333-20 cent; snenco region so mar, 302,50 cent; snenco Month 32-69-49" West, 21.00 feet; Thence Month 67-40-11" East, 37.78 feet; Thence Month 18-33-55 from 14 for to break southerly Right-of. Way of Lincoln Assense; Theore Month 69°17'16" West stong southerly line, 172,57 feet, Theore Hosth 66°07'45" West stong table Southerly line, 174,57 feet, Theore Hosth 66°07'45" West stong table Southerly line, 114,02 feet for the said Easterly line of the Chicago - Militoukes at St. Poul and Pacific Company Railmad: Thence S wild 22720'02" E211, along said Easterly floe, 664,45 feet to the Point of Beginning. Containing 3.503

TOT TANAS

Openty Ox

That part of his West Mail of the Northwest Quarter of Section 28, Township 41 North, Range 13 Best of the Third Principal Mr idian, in Filles Township, Cook County, Illinois, described as follows: Commencing at the fin the der decemer of the Handswest Quarter of the Snuthwest Quarter of said Section 20; Thence South and I to the state of the East fine of the West fail of said Southwest Quarter, 493,66 feet in the South line of the Nr it welf of the South Half of the North Half of the North Half of seld Soulliwest Prierier, Thenen Sould I. 12-59" West, along raid Soulliline, 519.37 feel to the Resterly line of the Chicago - Milivauker - St. and and a __ To Company Railmed: Thence Honh 12"77'02" West, along said Fasterly line, 954.17 feet for it e Polic of Hegloning; Thence Herth 67-10" [East 291.04 feet; Thence figuth 22*4138" Eatl, 25.32 in the Point of Operative; Thence Southerly 11.31 feet along actieve in the right having a radius of 19,600 feet. Chi ed ficulting South 05"22" Earl, 11,14 feet in the a curve in the right having a remiss of 19,000 fort, our to treating about 03,2401 feet, 11,37 feet in the first along a curve in the left having a realist of 93,58 feet (Chined Braning South 22,4738 East, 88, 7 feet) to the beginning of a mortangent curve; of 42.54 recessions meaning points ac 42.50 course to the sight have in a radius of 19.00 feet (Chart Bearing South 40-05-73 Knit | 1.14 feet] to a Point of Fangency; Them & South 22-4772 East, 161.33 feet; Thenes South 67 26727 West, 295.36 feet to said Easterly line of C scage - hillwanker - St. Faill and Pacific Company Railroad; Thence North 21"2002" West, store sai I Har et, line, 309.87 feel to the

2) Submitted with the First Amendment to the First Amended and Restrict Declaration:

LARCEL "L.

0733034075 Page: 7 of 24

UNOFFICIAL CO

Part of the West Half of the Morthwest quester of Section 10, Township 41 Mouth, Range 13 finst of the Third Principal Meridian, in Niles Tennentip, Coak Unusty, filinais, described as fellower

Commencing at the Hospheast corner of the Hospiness quarter of the Smithwest quarter of said Section The Theory South OP 12:314 East slung the East line of the West half of such Southwest quarter, 192.56

of the North half of the Routh half of said Southwest quarter; Therees thanth 84" 18'50" West along said

St. Paul & Pecific Company Relieved; Thence Moth 21° 10' 02" West along enter University line, 1612.82 feet in the Southerly Right of Way of Lincoln Avenue: Thence South 66" 07" 15" East along said Smillerly line, 114.62 feet; Theree Sunds 69° 17' 16 Hast slong said Scouterly line, 944.46 feet; Theree South 03° 20' 59" Wast, 134.04 feet for the Point of Regioning: Thence Florit 26" 10" 04" West, 151.23 feel; Thence North 63e 17' 16" West, 136.93 feet; Thence Stock 67" 16' 23" West, 18 Ju feel; Thence Foods 67" 16' 32" West, 18 Ju feel; Thence South 22" 43" II" East, 120.5tt feet; Thence North 67" 16" 72" East, 75.21 feet; Thence South 77" 56" 38 East, 90,23 feet; Thenco Sputh 69° 44° 53" East, 26.14 feet; Thenco North 20° 45° 03" Cont, 35.23 lest: Thence Horth 83° 20' 59" Bast, 57, 64 feet to the Point of Beginning. Loud Joing (I.485 * Verer

I) Submit ed with the Second Amendment to the Tirst Amended and Reststerf Devices than

Part of the West He For No Northwest quarter of Section 10, Township 41 House, Uning 11 South of the Third Principal Meridian, I i Miles Township, Cook Coonty, Illinois, described as foliares:

Commencing at the livetheast course of the Borthwest quarter of the Southwest quarter of said Section 10; Thence South 60 of 1 1 1 East at ng i se East line of the West half of ashi finisherers quarter, 101,66

of the North half of the Poeth half of said bear res I quarter Thence South 48" 14 'Son West along anil

ne any 140 ment de any espein pane de rein de de ver i quartere encueu abquie un la company figure de line Easterly line pri Citi op 1 - Milwaukee - M feet to the Southerly Right of Way of Lincoln Avenue, Thenr. on the 66" 17" 15" finit slong said Spullierly line, 164.62 feet; Thence South 69" 17" 16" East louig and Southerly line, 504.93 feet; Thence Horsh 22" Ept 49" West, 23.00 feet; Thence Horsh 67" 40" 11" East, 37, 18 feet, Thence Horsh 18" 33" 15" East, 18,41 feet to said Southerly Right of way of Lincoln Accure; The co South 67" 17' 16' East along raid Studiestly Line, 222.39 feet; Hence South 213" 42" 44" Wess, 91.180 fee in the Polat of

Containing 0.550 a Austa.

4] Submitted with the Third Amendment to the First Amended and Resisted Declaration;

L'ARGEL "IL"

Part of the West Half of the Hothwest quarter of Section 10, Turnship of Bindle Hange 13 flort of the Biled Principal Meridian, in Miles Formulity, Cook County, Illingis, described or follows:

0733034075 Page: 8 of 24

UNOFFICIAL CO

Commencing at the Postlessit corner of the Floritimest quarter of the Southwest quarter of said Section 10; Phence South 66 "11" Ji" East along the Best line of the West half of tald Southness quarter, 493.66 feet to the South line of the fronth half of the South half

al the Hosth half at the Harth half of said Southwest quarter; Thence South \$2.48.79. West sinug said South line, \$19,17 feet to the Conterly line of Chicago - Billwanken-

St. Paul & Pacific Company Relliered; Thence North 22" 20" 02" West sing said Easterly line, 1612.22 feet to the Southerly Highs of Way of Lincoln Avenue; Thence South 66" 07" 45" East sinng said Southerly line, 114,62 feet; Thence South 69" 17" 16" East slong raid Southerly line, 981,46 feet; Thence South 61° 20' 39" West, 211, 18 feet; Thenen South 30" 45' 67" West, 218.40 feet; Thence South 41" 98" 42" West, 42.23 feet for the Paint of Deginality; Thence Storth 12" 43" 18" West, 176.14 feet; Thence Harth 67" 16' 22' Fast, 12.00 feel; Thence Harth 22" 41' 32" West, 14.75 feet; Thence Ngulh 67" 16' 22" Exrt. 75,21 feet; Theory South 73" 56' 58" Exit, 90.23 feet; Thence South 69" [4" 5]" Exit, 26.11 feel; Theore South 20° 41° 07" West, 703.87 feet; Theore South 64° 04' 42" West, 42.83 to the Faint of

Containing 0,581 a Acres.

5) Submitted with the Fourth Antensiment to the First Amended and Restated Decisioning

TARCEL TE

5000 PY OF

Past of the West Haif of the Hostiswest quarter and Part of the Northwest quarter of the Southwest quarter al Section 20, Township 41 North, Range 13 East of the Third Principal Steelulan, he filles Township,

Corn, enting at the Healtheast corner of the Houthwest quarter of the Southwest quarter of taid Section 20; F. tenco Jone 18:31" East slong the East they of the West half of said Snuthwest quarter, 493.56 feet to the fourth ties of the Piceth bull of the South beil

of the florth welf at the Period and Southwest quarter, Thence South 22"42"39" West along said Small line, \$30, 7 er to the Fasterly line of Chicago - Alliwanter -

St. Paul & Pacific C un' am Railtond; Thence Ninth 22" 20" 01" West along said fierterly line, 186.76 feet for the Paint of fleg anir C. Thence North 70° 19' 37" East, 276.44 Text; Thence North 01° 11' 10" West, \$4.64 feel; Thence Soi' at \$ 1" 12" 16" West, 16.00 feet; Thence Houle B!" 11' 10" West, 14.54 feet to a Point of Curvalent; Thence Catherie 17.55 feet along a curve concave Westerly, having a facility of 44 Bill feet (Claud Bearing Binth 194 (. 25 West, 27, III feet) la the beginning of a non-tangent curve; Thence Northerly 19:19 feet along a c. we cor ave l'asterly, having a taillus of 95.27 feet (Chost Bestling North 23" 02" 40" West, 39.40 feet o he lieghning of a non-tangent curve; Theore Westerly 10.56 feel along a curva concerse Southerly, having and flux of 7.00 feet (Chard Bearing North 66" 45" 48" West, 9.19 feet); Thence North 01" 16" 16" 24, 75.00 feet in the beginning of a murilangerd entre; Thence Hautherly 12.93 feel along a curve concere W eter in baving a radius of 9.00 feet [Churt Hauthg Hauth 26" 13" 10" Part, 11.33 feel) to his begin by tof a non-tangent curve; Thence Hautherly 7.21 feet along a curve concave Westerly, having a radius of 74.P. fee. (Chord hearing North 17" 41" 29" West, 7.20 feet); Thence North 21" 42" Ja" West, 72.00 fee ; The ser South 61" 16" 22" West, 295,16 feet to said factorly line of Chicago - fillwanker - St. Paus and Partie Company Rollroxii; Thence South 22" 20" 07" Best slong and Basteety line, 237,74 feet to ft e ? int of Deginning.

Containing 1.89! Acres &.

6) Submitted with the Fifth Amendment to the First Amended and Resisted Decleration:

LARCEL TO

0733034075 Page: 9 of 24

UNOFFICIAL COPY

Past of the West Half of the Northwest quarter of Section 20, Foundaly 41 North, Range 41 Past of the Itied Principal Medicin, in tilles Township, Conk County, Illinois, described as follows:

Commencing at the Northeast courser of the Northwest quarter of the Southwest quarter of the Southwest quarter of said Section feet to the South the of the North half of the South that of the North half of the South half of the North half of the South half.

of the Horse half of the Month half of said Southwest quarter, Thence South \$2.52.50" West nineg said St. Paul & Pacific Company to the Casterly line of Chicago - Milwanked -

St. Paul & Pacific Company Rallicad; Thence Month 21" 20" 92" West along sulf Easterly that, 1617.22 feet to the Southerly Right of Way of Lincoln Avenue; Thence South 66" 07" 43" Kast along sulf Easterly that, 1617.22 Southerly line, 164.62 feet; Thence South 69" 17" 16" East along sulf Southerly line, 594.05 feet; Thence South 20" 42" 44" West, 91.05 feet for the Point of Regioning; Thence Florik 55" 16" 12" West, 77.27 South 22" 43" 14" East, 151.52 feet; Thence North 57" 40" 11" East, 61.95 feet; Thence East, 25.12 feet; Thence Horth 72" 64" 53" Part, 79.73 feet; Thence Florik 22" 43" 14" East, 67.50 feet; Thence Plotth 72" 44" 18" West, 17.60 feet; Thence South 22" 43" 18" West, 17.60 feet; Thence Month 73" 41" East, 67.50 feet; Bruce Liouth 22" 43" 18" West, 126.01 feet; Thence Month 73" 42" East, 67.50 feet; Bruce Liouth 22" 43" 18" West, 126.01 feet; Thence Month 73" 42" East, 19.23 feet to the Polot of

Containing ". 17> e Acres.

PARCEL "

Fait of the West Half of he stouthwest quarter of Section 10, Township 41 Houts, Rouge 11 East of the Third Principal Meridian or roller Township, Cook County, illinois, described as follows:

Commencing of the Hochest of mer of the Hantimest quarter of the Similirest quarter of and Rection 20; There a South 60 °11'31" But we get a Cast line of the West half of said Southwest quarter, 483.66 of the South the of the North half of said for the entire of the North half of said for the entire of the North half of said for the entire of the North half of said for the entire of the North half of said for the Easterly line of Color of Milwaukee.

Containing 9,513 a Acres.

7) Submitted with the Shall Amendment to the Fliat Amended and Revision Declaration

Hate: no land was submitted to the Act passwent to the Sixth Amendment in the Plast Amended and Bestated Declaration, Buch Amendment pertained only to the transfer and/or scallocation of pasking and/or storage spaces.

0733034075 Page: 10 of 24

INOFFICIAL

5) Submitted with the Seventh Amendment to the Flest Amended and Revisted Declaration:

PARCEL TAP

Part of the West Half of the Hankwest quester of Section 20, Township 41 Nacht, Range 13 East of the Third Pehicipal 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; Thenee South 66 "11"11" East along the East thas of the West half of said Southwest quarter, 193.66 of the Mouth half of the Moule half of said Southwest quarter; Thonce South \$2.48.59" West along said South line, \$19.17 feet to the Easterly line of Chicago - Allowances -St. Paul & Pacific Company Railmad; Thence Planth 22° 28° 02" West along said Essietly tine, 1618.32

feet lathe Bootherly Hight of Way of Lincoln Avenus; Thence South 68" 01" 45" East slong said Southerly line, 114.62 feet; Thence South 69" 17" 18" feet along said Southesly line, 745,45 feet for the Point of Reginning: Thence South 10" 42" 44" West, 91.00 feet; Thence South 69" 17" 16" East, 135.74 feet; Thence Soud) 26" 19' 01" Eart, 46,49 feet; Thence North 83" 20' 39" Earl, 20.28 feet in said Southerly Right Of Way of Lincoln Avenue; Thence North 69" 17" 16" West slong said Southerly line, \$36,00 feet to the Point of Beginning. Containing 0.348 a Aures.

3) Submitted with the flighth Amendment to the First Amended and Restated Decisesting:

?<u>٨٣.6%[, ")"</u>

100 Chil

Part o. the West falf of the Horstonest quarter of Section 20, Township 41 Horsts, Range 13 Cast of the Third Princ pal Meridian, in Miles Township, Cook County, Illinois, described as follows:

Commencing at he declare corner of the Heathwest quarter of the Southwest quarter of raid Section 70; Thenco South 60 "1" I w East slong the East line of the West helf of said Southwest quester, 493.66 feet to the Small line of the Hart half al the South half

of the Florth half of the Negli 'aif of said Southwest quarter, Thence South 22"42'19" West along said South line, \$39.37 feet to the Earling the of Chiesgo - Allinauken -

Si. Paul de Pacific Company Inditional; none North 22" 20" 02" West along 14th Hazierly line, f618.22 feel to the Smitherity Right of Way of Lincoln avenue; Thence Smith 66" nr. 43" East along rate Southerly line, 114.67 feet; Thence South 67" r. 16" East along rated Smith 32" 39" West, 154.05 feet for the Pulist of Scriening; Thance Horth 16" 17" 01" West, 114.15 feet; Thence North 69' 17' 16" West, 105.27 feet; 17 Harth 10" 42" 44" East, 89.21 feet; Thence Sauth 69° 17' 16" Ratt, 145.20 fest; Ebence South 86' 39' 17' East, 46.49 fest; Thence fouth 03' 20'

Containing 0.189 x Acces

10) Submitted with the Minth Amendment in the Flest Amended and Reviete! Declaration:

CARCEL "M"

fort of the West Half of the finiturest quarter of Section 20, Township 41 North, Range 13 fort of the Third Principal Meridian, be Hilles Tummble, Cook County, Illinuis, downibed as Inflores

0733034075 Page: 11 of 24

JNOFFICIAL CC

Commencing at the Huntheast currier of the Houthwest quarter of the Southness spiriter of sald Section 10; Thence Smalle (if "\$1") I" East along the East line of the West half of rahi Smallness quarter, 493,66

of the North half of the North helf of said Southwest quarter; Thence South \$3"48"57" West along with Studi line, \$19.17 feet to the Easterly line of Chicago - Attivantee ...

St. Faul & Pacific Company Railroad; Thence Hunti 22° 20' 82" West along told Easterly line, 1612.22 feet to the Southerly flight of Wey of Lincoln Avenue; Thence South 64" D)" 45" East slong table Southerly line, 114.62 feel; Thence South 69" 17" 16" East along said Southerly line, 901.46 feel; Thence South 23, 52, 22, Mest' 51/78 Leeft Ipened Louth 20, 42, 43, Most' 12'52' Leeft Ipened sport Cal. 14. 53" West, 78.47 feel; Hienes North 77° 56' 58" West, 90,23 feel; Hienes Smith 67° 16' 22" West, 75.25 feet for the Palut of Beginning: Thence South 67" 15' 22" West, 159,49 feet; Thence North 32" 41' 18" West, 37, 16 feet in a point of curvature; Thence Unstituty 1).51 feet stong a curve concase Wentyly, having a sailing of 19.0 feet (Chiral Bearing Boult 43" 05" 13" West, 11 Ji feet J to the beginning of a non tangent curve; Thence Northerly [03, 29 feet along a curve concave flavierly, having a militie of non congent conver internet internetity aux av teet mong a curve containing of a non langual curve; Therew Hotherly 11.51 feet along a curve concave Westerly, having a rolling of 19.00 feet (Cland Person a second and the second a core concess reservy, never a sound in second excessions. I saylog " bith 05" 22" 03" West, 11.34 feet); Thence Hould 72" 04" 55" East, 79.28 feet; Hanca Hould 6) [F 11" East, \$0.50 feet; Thence South 22" 43" 18" East, 150.50 feet to the Point of Depluming.

Containing 0.585 e Acres.

th Submitted with the Second Amended and Restated Declaration;

PARCEL E

Part of the Boulhwest quarter of the Southwest quarter of Seation 20, Toronthip of Boule, Range 11 Rect of the Hiled Principal Medidian, in 12 es) avaiship, Cook County, Ellimit, described as fathras;

Commencing at the Meetheast corner of the South Pert quarter of the Routhwest quarter of said Sections 10: Thence Booth 30 '\$1'11" East along the Last in of the West half of raid Southwest number, 491.66

of the Both lief of the Both half of said Southerer quarter; " - nea South \$2" 42'54" West along sold Small line, \$39.37 feet to the Easterly line of Chicago - bli aunth a -

51. Paul & Pacific Company Reiland; Flience House 21" 70 and part slong, said flaticely line, 166, 16 leet for Paint of Heginaing: Thence Boult 10" 15" 17" East, 276.4 . It core Small 11" 11" East, 429,72 feet to said South line of the Horth half of the South field to the sout a half of the Haste Half of raid Southwest querier; licence 25" (3" 19" West along said Small line, 129 au Get to anid Esstrely line of Chicago - Allivankre - St. Paul and Pacific Company Italiand; Theore Not 1. 1" 20" DI" West, along said Easterly line, 166,16 feet to the Point of Deginning.

Containing (.501 Acres at

0733034075 Page: 12 of 24

UNOFFICIAL COP

Legal description of the Building F Add-on Peters

PARCEL "F"

Fact of the Moethwest quarter of the Santhwest quarter of Beation 20, Township 41 North, Bango 13 Best of the Third Principal Meridian; in Miles Township, Cook County, Illing's, described at follows:

Commencing at the Harthress comer of the Hantbress quarter of the Southwest quarter of raid Section 20; Thence South 10 " | 1 13" East slong the East line of the West half of take Southwest quarter, 493.66

of the Harle half of the Porth half of said Sandhwest quarter, Thence South \$4" 48" 39" West slong reid

Centraling Colling Control St. fund & Facilia Company Saikman; Thence Plants 22" 76" DI" West along said Easterly line, 166,76 feet for Paint of Beginning; Thenco Moult 70* 191 37" East, 276.44; Thence South 64" 11" 10" East, sees the a nine of eleganning, estation estation to 12 or man, don't, a notice down of 14 to man, 429,72 feet he said Smuth that first of the Mouth that of the Houth Half of the Houth Half of the Houth Half of tale Southwest quarter, frence \$4° 42° 59° West slong said South fine, 127.80 feet in said Easterly line of Chicago - Milwankes - St. Paul and Parific Company Railingal! Thence Houf 72" 10" 91" West,

0733034075 Page: 13 of 24

UNOFFICIAL COPY

Ownership Interest in the Common Elements

Revised: February 21, 2005

•			
<u>Unit</u>		Common Area Peg	
	D- 101 D- 102 D- 103 D- 104	0.330354% 0.291146% 0.302348% 0.268742%	
C	105	0.242976% 0.273223%	
Ď		0.354439% 0.230654%	•
D	(0.324753%	
0	110	0.302348%	
Ď.	,	0.291146% 0.278824%	
D	,	0 524753%	,
D-	, ,	0.37.71.5%	
D-		0.282184%	
Ď.		0,325313	
Đ-		0.270982%	
D-	205	0.248578%	
)- D-	206 207	0.275463% 0.356679%	T -
D-	208	0.255381%	`
D-	209	0.326993%	
다 다	210 211	0.304589%	
Ď.	212	0.323072% 0.301788%	4
D-	214	0.325993%	1/x,
D-	215	0.326993%	
<u>р</u> -	301 302	0.284425% 0.327553%	
D-	303	0.306829%	C'2
D-	304	0.273223%	
D- D-	305 306	0.250818%	
D-	307	0.277703% 0.358920%	T'
D-	308	0.267621%	7,1
D- D-	309 310	0.329234%	
Ď-	311	0.306829% 0.325313%	$\bigcup_{x_{-}}$
D-	312	0,304029%	
D- D-	314 315	0.329234%	
<u>٥</u>	401	0.329234% 0.288665%	Oct Colling Clort's Office
D-	402	0.329794%	
D- D-	403	0.309070%	•
D-	404 405	0.275463% 0.253058%	
D-	406	0.279944%	
D-	407	0.361160%	•
D-	408 409	0.264251% 0.331474%	
D-	410	0.309070%	
Ð-	411	0.327553%	
D- ·	412	0.306269%	•

0733034075 Page: 14 of 24

UNOFFICIAL COPY

Ownership Interest in the Common Elements

Revised: February 21, 2005

		Common	
<u>Unit</u>		<u>Area Pet,</u>	
D-	414	0.331474%	
Đ-	415	0.331474%	
D-	501	0.288906%	
Ď-	502	0.332034%	
-4	503	0.311310%	
IJ	504	0_277703%	
J.,	505	0.255299%	
D.	506	0.282184%	
₽-	507	0.353401%	· •
D- "	ن ¢	0.256501%	
D-	50≎	0.333715%	
Ď-	510	0.311310%	
₽-	511	5,329794%	
₽-	515	0.375715%	,
D-	601	0.1.937 <i>8</i> 7 a	
D-	602	0.3387 (5%	·
Ď-	603	0.315791%	
₽	604	0.282184%	
D-	605	0.259780%	
D-	606	0.285665%	
D -	507	0.367881%	UZ
D.	508	0.276583%	τ
D-	609	0,338195%	
p.	610	0.315791%	
D-	611	0.334275%	O ,
D-	612	0.312990%	
₽-	614	0.338195%	4
Ď-	515	0.338195%	·/) _*
Sub-lotal			25.030050%
E- 101		0.279944%	
E- 102		0.291145%	
E- 103		0.302348%	
E- 104		0.268742%	
E- 105		0.246337%	T '
E- 106		0.273223%	',0
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%	25.030050%
€- 115		0.324753%	
E- 201		0.252184%	
E- 202		0.339316%	
E- 203		0.304589%	

Sub-lotal

E- 101	0.2799449
E- 102	0.2911459
E- 103	0.302348%
E- 104	0.2687425
E- 105	0.246337%
E- 105	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%
€- 115	0.324753%
E- 201	0.252184%
E- 202	0.339316%
E- 203	0.304589%
E- 204	0.270982%
E- 205	0.248578%
E- 205	0.275463%
E- 207	0.376682%
E- 208	0.255381%
E- 209	0.326993%
F. 210	0.30763037

0733034075 Page: 15 of 24

UNOFFICIAL COPY

Ownership Interest in the Common Elements

Revised: February 21, 2005

	Cammon	
<u>Unit</u>	Area Pet	
E- 211	0.337075%	
E- 212	0.315791%	
E- 214	0.326993%	
E- 215	0.326993%	
F- 301	0.284425%	
<i>ċ</i> - 302	0.341555%	
<u>-</u> 303	0.305829%	•
E 30 I	0.273223%	
E- 30'1	0.250818%	·
E- 305 E- 307	0.2777031/6	
E- 308	0.372922%	
E- 309	0.267621% 0.329234%	
E- 310	0,306829%	
E- 311	0, 1391 1511	•
E- 312	0.31&C51%	•
E- 314	0.329234%	
E- 315	0.3292345	
E- 401	0.286665%	
E- 402	0.343797%	
E- 403	0.309070%	
E- 404	0.275463%	<i>T</i>
E- 405	0.253058%	
E- 406	0.279944%	()
E- 407	0.375163%	
E- 408	0.264261%	
E- 409	0.331474%	$\mathcal{O}_{\mathcal{L}}$
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%	· O _A
E- 503	0.311310%	
E- 504	0.277703%	T'_{-}
E- 505	0.255299%	',0
E- 505 E- 507	0.282184%	
E- 507	0.377403%	
E- 509	0.256501% 0.333715%	
E- 510	0.3337 (5% 0.311310%	
E- 511	0.343797%	'/
E- 512	0.322512%	
E- 514	0.333715%	CV
E- 515	0.333715%	•
E- 601	0.293387%	Oct County Clart's Office
E- 602	0.350518%	
E- 603	0.315791%	
E- 604	0.282184%	·
E- 605	0.259780%	
E- 606	0.285665%	
E- 607	0.381884%	•
E- 608	0.275583%	
E- 609	0.338195%	

0733034075 Page: 16 of 24

UNOFFICIAL COPY

· Ownership Interest in the Common Elements

Revised: February 21, 2005

F- 401

F- 402

F- 403

F- 404

F- 405

•	Common	
. <u>Unit</u>	Area Pct.	•
E- 610	0.315791%	
E- 611	0.348277%	
£- 612	0.326993%	
E- 614	0.338195%	
T- 615	0.338195%	
Sub rate!	2	5.986497%
F- 102	0.316911%	Add a second
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, 17F 2E 75	Added Unit
F- 109	0.369.62%	Added Unit
F- 110	0.3225129	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%	Adde 1 Unit
F- 204	0.323533%	gate liúit
F- 205	0.383004%	Ada ad 1 Jihit
F- 206	0.309070%	Added I nit
F- 207	0.383084%	Added Unit
F- 208	0.377403%	Added Unit
F- 209	0.422212%	Added Unit
F- 210	0.323633%	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
	·	Added Unit :

0.298988%

0.320272%

0.333715%

0.325873%

0.385245%

0.311310%

Added Unit

Added Unit

Added Unit

Added Unit

Added Unit

Added Unit

0733034075 Page: 17 of 24

UNOFFICIAL COPY

Ownership Interest in the Common Elements

Revised: February 21, 2005

Unit	Common	•
F- 407	<u>Area Pct.</u> 0.385245%	
F- 408	0.36324348 0.379644%	Added Unit
F- 409	0.424453%	Added Unit
F- 410	0.125873%	Added Unit
₹- 411	0.332594%	Added Unit
r- 412	0.301228%	Added Unit
c. 114	0.400928%	Added Link
F 41	0.456939%	Added Unit
F- 50	0,300108%	Added Unit
F- 502	0.321392%	Added Unit
F- 503	0.334835%	Added Unit
F- 504	0.326993%	Added Unit
F- 505	2:386365%	Added Unit
F- 505	0.312430%	Added Unit
F- 507	0.881557	Added Unit
F- 508	0.380734%	Added Unit
F- 509	0.4255734	Added Unit
F- 510	0.326993%	Added Unit
F- 511	0.333715%	Added Unit
F- 512	0.302348%	Added Unit Added Unit
F- 514	0.402048%	Added Unit
F- 515	0.458059%	Added Unit
F- 601	0.304589%	Adde I Unit
F- 602	0.325873%	edder Unit
F- 603	0.339316%	Add at Unit
F- 604	0.331474%	Addeg Unit
F- 605	0.390846%	Added Unit
F- 606	0.316911%	Added Unit
F- 607	0.390846%	
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	0.406529%	Added Unit
F- 615	0.452540%	Added Unit
_		',0
Sub-total	29,675	Added Unit
	·	
1- 1A	0.447977%	
1- 28	0.414371%	
1- 3C	0.436775%	
3- 1	0.447977%	
3- 2	0.414371%	·
3- 3	0.435775%	
3- 4	0.447977%	
3-5	0.414371%	
3- 6	0.436775%	
4-1A	0.447977%	
4-28	0.414371%	•
4- 3C	0.436775%	
55- 1A	0 *******	•
Ai ~CE	0.447977%	

0733034075 Page: 18 of 24

UNOFFICIAL COPY

Ownership Interest in the Common Elements

Revised: February 21, 2005

	Софтол					
Unit	Area Pct.					
5S- 2B	0.414371%		•		•	
55- 3C	0.436775%					
5N- 1A	0.447977%					
5N- 28	0.414371%					
5r'- 3C	0.435775%					
3112 34	0.43077378					
7- 1	0.447977%					
7(2)	0.414371%					
7- 3	0.436775%					
7. 4	0.447977%					
7- 5	0.414371%					
7- 6	0.436775%					
70	6.4.0117.2					
8- 1	0.447977%					
8-2	0.4141,715					
8-3	0.4357/5%					
8- 4	0.4479779					
8- 5	0.4143719					
8-6	0,436775%					
	3, 12111211					
9 - 1	0.447977%	0/				
9- 2	0.414371%					
9-3	0.436775%					
9-4	0.447977%					
9- 5	0.414371%					
9-6	0.438775%					
			V _A			
11- 1	0.4479 77 %		·/),			
11- 2	0.414371%			7		
11- 3	0.436775%					
11- 4	0.447977%					
11- 5	0.414371%					
11-6	G.436775%					
				CV	6.	
Sub-total	·	18.18772536				
*					77	
Total		98.879776%			. 6	
Senior Living Unit		1.120224%				
-			•			15
Grand Total	1	00.000000%				///:
						1/0
						. (,
						()

0733034075 Page: 19 of 24

UNOFFICIAL COPY

EXHIBIT B

CERTIFICATION AS TO UNIT OWNER APPROVAL

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
Co
Dated at Morton Grove, Illinois tris. 12th day of November, 2007.
Dated at Morton Grove, Illinois tris 12th day of November, 2007.

0733034075 Page: 20 of 24

UNOFFICIAL COPY

EXHIBIT C

AFFIDAVIT OF NOTICE TO ALL MORTGAGEES

STATE OF ILLINOIS)) SS	
COUNTY OF COOK)	,	

1, Perer 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 2011 day of Wovenher, 20_.

hristene W. Bieniek

OFFICIAL SEAL CHRISTINE W. BIFMIEK NOTARY PUBLIC, STATE C FILLINOIS MY COMMISSION EXPIRES 2-6-CORB 750/1/10

0733034075 Page: 21 of 24

UNOFFICIAL COPY

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 Lows, 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**.

0733034075 Page: 22 of 24

UNOFFICIAL COPY

- 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 \$100.06, AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING.

- 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, nodel and license plate number of vehicles used by the occupants.
- 6. All leases must be current. The managemer, 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.
- 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.

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 corne 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:

1st offense \$1.00.00 2nd offense \$250.00 Thereafter \$500.39

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:

1st 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.

0733034075 Page: 24 of 24

UNOFFICIAL COPY

IV. This policy becomes effective
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 121h day of 10 VEINBEIL, 2007.
Board of Managers Woodlands Of Morton Grove Condominium Association
By: Hayly M. Silvernan Its President
ATTEST:
Approved this 121h day of 10 VE 1113ER , 2 007. Board of Managers Woodlands Of Morton Grove Condominium Association By: 1ts President ATTEST: By: Its Secretary