

Doc#: 1216713030 Fee: \$90.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 06/15/2012 02:20 PM Pg: 1 of 27

For Use By Recorder's Office Only

Being the 2<sup>nd</sup> Re-recorded due to scrivener's error on, Document Number 0733034075 and not referencing the 15<sup>th</sup> Amendment to the Second Amended and Restated

# 15<sup>TH</sup> 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

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

John H. Bickley III, Attorney Kovitz Shifrin Nesbit 750 Lake Cook Road, Suite 350 Buffalo Grove, IL 60089 – 847. 537. 0500

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CORRECTIVE
AMENDMENT TO THE
SECOND AMENDED AND
RESTATED
DECLARATION OF
CONDOMINIUM
OWNERSHIP AND OF
EASEMENTS
RESTRICTIONS,
COVENANTS AND BYLAWS FOR THE
WOODLANDS OF
MORTON GROVE
CONDOMINIUM
ASSOCIATION

For Use By Recorder's Office Only

This document is recorded for the purpose of correcting the Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions (hereafter the "Declaration") for the Woodlands of Morion Grove Condominium Association (hereafter the "Association"), which Declaration was recorded on February 23, 2005, as Document Number 0505434036 the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") Jegally described in Exhibit "A," which is attached hereto and made a part hereof.

This Corrective Amendment is adopted pursuant to Section 27(b)(1) of the Illinois Condominium Property Act [765 ILCS 605/18.5(h)] whereby the Board of Directors by a two-thirds (2/3) majority vote can amend the Declaration in order to correct an omission or error. Any amendment must be recorded.

#### RECITALS

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

WHEREAS, at least 2/3rds of the Board of Directors have approved this Corrective Amendment; and

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

John H. Bickley, III
Attorney at Law
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 – 847.537.0550

WHEREAS, on November 26, 2007 an Amendment to the Association's Declaration was recorded regarding leasing as Document #0733034075; and

WHEREAS, the aforesaid Amendment to the Declaration contains an error in that exhibits "A" and "C" included therein failed to include all of the units in the Association; and

WHEREAS the aforesaid Amendment contains an error in that it was not identified as the 15th Amendment to the Declaration; and

WHEPEAS, the Board of Directors has elected to record this Corrective Amendment to correct the issues set forth above:

- 1. NOW. THEREFORE, this Corrective Amendment hereby deletes Exhibits "A" and "C" as contained in the Amendment to the Declaration, and replaces them with the attached revised exhibits "A" and "C".
- 2. NOW, THEREFORE this corrective Amendment hereby deletes the title of the aforesaid November 26, 2007 Amendment and replaces it with the following:

"FIFTEENTH (15th) AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BYLAWS FOR THE WOODLANDS OF MORTON GROVE CONDOMINIUM ASSOCIATION"

3. Pursuant to the November 26, 2007 Amendment previously recorded, Paragraph 19 shall continue to read as follows:

#### 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 increinafter 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) in, 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 ar 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, by a vs 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 sut mitted to the Board by the earlier to occur of ten (10) days after execution or occupancy.
  - (iv) All tenants shall acknowledge in writing the 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 hard ship 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 of 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, for 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 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 Cirst 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.

Cook County Clark's Office

### **UNOFFICIAL COPY**

APPROVED THIS 1st DAY OF Woodlands of Morton Grove Condominium Association

By: Harvey M. Lilverman

ATTEST

By:

Secretary

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#### Estitut A

Legal description of the Gevelopment Parcel

THAT PART OF LOT "A" IN BAXTER LABORATORISES CONSOLIDATION OF FAME OF THE MOSTIMEST LAS OF THE MIND PRINCIPAL MERICIPAL MERICIPAL MOSTIMEST LAS OF THE MIND PRINCIPAL MERICIPAL MERICIPAL MERICIPAL MOSTIMEST DETAIL OF THE MIND PRINCIPAL MERICIPAL MERICIPAL MOSTIMEST LAS OF THE MIND PRINCIPAL MERICIPAL MERICIPAL MOSTIMEST LAS OF THE MIND PRINCIPAL MERICIPAL MER

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# **UNOFFICIAL C**

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 aniended by the First Amended and Resisted

# EVECEP LOUVIEURA KNOWN VZ THE "ZEMIOK FIAMO DVICEF" OF "ZEMIOK FIAMO ONIC.

That part of the West Half of the Handiwest Quester of Section 20, Township 41 North, Bange 12 Eart of the Third Principal Meridian, in Miles Fawnship, Cook County, Minute, described as follows:

Commencing at the Footheast corner of the Monthwest Quester of the Southwest Quester of said Section thousening of the protingent corner or the Countywest Quester of the Southwest Quester to sent decition 120; There a South Ogolf 33" East, whing the Cast line of the West Helf of said Southwest Quester, 43.66 eet, to the South line of the North Helf of the South Helf of the Botth Helf of the Botth Line of the Botth Helf of the South Helf of the Botth Helf of the leet, to the Sewith time at the Month class are not covern start or time errors start or the execut risk of non-Southwest Quarter; Thence South 25-42-39 West, along sold South line, \$39.17 feet to the Extenty line Southwast Chartes; thence South 48-48 37 west, aming some order time, 22730 feet to the cartery man if the Citizago - Killysackee - St. Paul and Casific Company Rallmad; Thence Month 2270'02' West, the the collection of the part along said hesterty line, 934.37 feet for ine reins of degioning; thence form not an elitical, 220,34 feet; Thence floris 22mg/30 West, 132,75 feet; Thence floris 22mg/30 West, 132,75 feet; Thence floris 22mg/30 West, 132,75 feet; Thence floris 32mg/30 West, 132,75 feet; Thence flor feet; Thence North 32-47-14 West, 1333s feet; shance from \$3-161 or West, 138,73 feet; shence North 12-19-19- West, 23.00 feet; Thence North 67-18-11 East, 17.78 feet; Thence North 18-17-15-the said Easterly line of the Chicago - Miliroukea - St. Paul and Pacific Company Railenad; Trends and Pacific Company Rai the said easiety line of the Unicagn - attributed - 3t. Paul and Faculto Company its literacy strange of 22°10'02" East, along tald Easterly line, 664.45 feet to the Point of Deginning. Containing 3.503 Acr 4

#### MICH P

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That part of it. West Islf of the Morthwest Quarter of Section 28, Terrentile 41 North, Range 13 East of the Third Princip I N'er' dies, in billes Township, Cook County, Illinois, described as follows: Commencing at the Harth art entire of the Harthwest Quarter of the Sauthwest Quarter of 23.66

20; Thence South 2021 1 7 fit to stong the East fine of the West Half of said Southwest Quarter, 493.66 ent anches Joseph ling of the Mart, of the find the South field of the North field of the North Helf of each feet an ino annue ling of the four colors is in ma about state of the profits read of the front state of seed of the Chicago - Militanhees - See and and seed to Company Railmedt Thence North 1277/101" West, along said Basterly line, 934.37 feet for the Police of Beginning; Thence North 67 60' | P. East 291.04 fact; Thence fluid 22.4F34" Cath 25.12 in the fluid of Curretties Thence Smillerly 13.31 feet along a surve in the right having a radius of 39,00 feet . To id fleating flood 03"2209" East, 1134 feet) in the a cutye in the rigid having a radius of 19.00 feet, the id Beating South 05'2203' East, 11.14 feet) in the larginules of 21.53 feet (Chard Brasing South 22'273' East, 22', ...) on the designation of a non-tangent cutyet. Thence South 65' 15' feet; 11.14 feet) for the sight having a radius of 19.00 feet (Chard Brasing a normal cutyet). Thence South 60' 25' 15' feet; 11.14 feet) in a l'and of Tangemey; 3h on a South 27' 4732' East, 42.3 feet; In a l'and of Tangemey; 3h on a South 27' 4732' East, 42.3 feet; Brasing South 60' 18.22' West, 29.5.16 feet to said Easterly like of Chi 280 Milwaykee - 31. Paul and Brasing South 60' 18.00 feet (Chard Brasing South 60' 18.00 feet). Pacific Company Raffroad, Thence Horek 21"In'02" Wast, along ast. Harte by line, 109,87 feel to the

2) Submitted with the First Amendment to the First Amended and Restated Destructions

PARCELTE

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# UNOFFICIAL CO

Fut of the West Half of the Stockhorest quarter of Section 20, Township 41 Books, Range 13 Rast of the Third Pricefus Meridian, in Alles Terenthip, Cook County, filiant, described or follower

Commencing at the Husticeatt corner of the Hordisecst quarter of the Southwest quarter of sald Section 19: There's South 60 - 19:31" East vinng the faut fine their in fine West half of anid Southwest quarter, 193.ac of the North half of the Bouth half of raid Southwest quarter; Please Bruth Ka" 14"39" West along raid

St. Paul & Pacific Company Railegad; Thomas Moulle 23" 20" 02" West along trick Harterly Ruc. 1612.82 feet in the Southerfy Right of Way of Lincoln Avenue, Thence South 85° Il 45" East along said Southerly line, 114.62 feet; Thence Sunth 69° (7) 16" first along said Southerly line, 901,46 feet; Thence South 03° 20: 59" West, 154.04 feet for the Point of Deginning, Thenes Month 16° 30' no West, 111.33 feet; Thence Routh 8d. 12, 19, Meet' 136'31 lest; Thence Anoth 25, 18, 33, Meet' 18'10 lest; Lience Smile 22" 43: 73" Ext. 110.50 feet Thence Hoell: 67" [6" 72" East. 73.21 feet: Thence Smile 7" 56" Strutt 44 - 45' 18' Marie Faulus seet incine source of the 46 Marie 1914 18' 15' 07" East, 15.23 East, 26.13 feet, Thenea Month 20" 15' 07" East, 15.23 feel; Thence Horth 63" 20' 59" East, 57.14 feet to the Coint of Negforday. Low, supple (1.43) \* Vener

I) Sub third elibitie Second Amendment to the Tirst Amended and Resisted Designation

Pest of the West Hell or ... Horshwert quarter of Section 10, Township 41 Horsh, Range 13 finet of the Third Principal Meridian, in Mile Township, Cook County, lithrois, described as foliates:

Commencing at the Hoetheast & wave of the Hoethwest quarter of the Southwest quarter of and Section 10; Thence South 60 11:11" East at mg or East line of the West half of and Smulbwest quarter, 193,66

ized in the South time of the Profit wall of the countries of the Politic of the Politic will be found to the Politic of the Office of

feet to the Southerly Right of Way of Lincoln Agence, Thene on the 66" 17" 15" first along said Spoilitely line, 144.63 feel; Thence South 69, 14, 19, Earl ; fing said, Loudletly fine, 394.93 feet; Thence South 10° 22' 44" West, 95.00 feet for the Point of Regioning, the ten blands 35° 36' 32" West, 71.27 Feet; Thence North 20" 54" 42" West, \$17.69 feet; Thence Hould 1.1 (h) 31" West, 74,49 feet; History ficult 31, 10, 43, Merr 31'th test Mence florth 24, 40, 11, Earl' 11, 2 to 1, 1 proce that 12, 13, 15" East, 18, 64 feet to reld Southerly Hight of way of Lincoln Avenue; Then e Smith 62" 17' 16' East slong said Smallesfy Line, 222.19 feet; Hience South 21, 42, 44, 19 est, 95 no feet to the Fuld of Contabing 0.550 ± Avers.

4] Submitted wills the Thial Amendment to the First Amended and Restated Declaration;

#### LARGEL "IL"

Part of the West Half of the Hothwest quarter of Section In, Funnship 41 Double flange 13 that of the Third Principal fileridian, in Miles Formathip, Cond County, Illiums, described as follows:

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### UNOFFICIAL C

Commencing at the Uncilnest corner of the Portliness quester of the Southwest quarter of said Section 10; Theree South fit "11" I' East slong the East fine of the West half of said Southwest quarter, 493.66 feet to the South line of the Houth half of the South half

of the Hanth rail of the Hunti helf of sold Squitteress quarter; Thence South \$3"48"59" West olding sold South flor, 139.17 feet to the Cesterly fine of Chicago - Milwenkee -

56, Paul & Pacific Company Relinasti; Thence Moeth 73° 20' 02" West slong said Easterly line, 1612.22 lest to the Sautherty Might of Way of Lincoln Avenue; Thence South 65" 071 43" East slong Isid Southestly thre, 114,62 feet; Thence South 69° 17" 16" East slong said Southerly line, 901,46 feet; Thence South 61° 20' 39" West, 28 1,18 feet; Thence South 20" 43' 67" West, 218.40 feet; Thence South 41" DE" 12" West, 42.23 feet for the Point of Heginulug; Thence Horth 22" 43" 34" West, 196.14 feet; Thence Narth 67" 16" 12" Hant, 12.00 feel; Thence Hanth 22" 41" JE" West, 14.75 feet; Thence North 67" 16" 22" Exel, 75.23 feet; Thence Sauth 73" 50' 58" Exel, 90.23 feet; Thence South 69" L4" 53" East, 26.11 feel; Thease South 10" 43' 07" West, 103.17 feet; Thense South 68" 04" 42" West, 42.83 to like Paint of

Containing 0.382 = Acres.

5) Submitted with the Fourth Amenslment to the Plast Amended and Restated Decisioning

#### PARCEL TE

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Part of the West Hail of the Horthwest quarter and Part of the Hendiswest quarter of the Southwest quarter of Section 20, Township 41 North, Range 13 East of the Trincipal Maridian, in Alies Township, L. ak Consty, Illinois, described as fallaws:

Con mencing at the Hartheast corner of the Hosshwass quarter of the Southwest quarter of said Section 70; thenr , Som's 00 "11"31" East along the East line of the West half of said Smultwest quater, 493.60 feet to the Sauth line of the feeth bulf of the Sauth half

of the Horis he fol be North half of said Santineers quarter, Therees South 12"41"59" West eleng said South line, 539 ... is to the Easterly line of Chicago - Affivantes -

St. Faul & Pacific Company Asthorad; Thence Hunth 22" 19" UZ" West along said Easterly line, 186.76 feet for lite Paint of Heguni' .: hence North 70° 19' 37" East, 276.44 feet; Thence North 01" 11' 10" West, \$9.64 feet; Thence 50 (4 74" 12" 36" West, 16.00 feet; Thence Hottle 91" 11" 10" West, 14.54 feet to a Point of Curvature; Thence dertherly 17.55 feet along a curve concava Westerly, having a rudius of 44 HF feet (Church Bearing Hantle 19 0 . 23" West, 27. Il feet) in the beginning of a num-imperit curve; Thence Mortherly 19.69 feet slong a c. tve con are flasterly, having a sailus of 95.27 feet (Chost Desiling North 23" 02' 40" West, 39.48 for 1's be legioning of a non-largest curve; Theore Westerly 10.56 feet along a curve corener Sauthorty, I way go reduce 17.00 feet (Cland Bessing North 66" 45" 43" West, 9,59 feet); Thence Hottle 03" 15" ta" Last 15 00 feet in the beginning of a non-langent conver Thence Mantherly 11.91 feet along a curse concero de sterly, baying anadhre of 9.00 feet ( China Hearing Placin 25° 13° 10' Hear, 14.33 feel ) to the beginnin of a non-largest curve; Thence Placifically 7.21 feet along a curve concave Westerly, having a radius of 14.00 " (Chard hearing florth !?" 41" 29" West, 7.70 feet ); Thence Munth 21" 43" Ja" West, 72.00 feet Thenr : Smith 61" 16" 21" West, 293,16 feet to said factority line of Chicago - fillwarthen - St. Patt and Pattle Company Railroad; Thence South 22' 20' 01" East sloug said Enstelly line, 277,74 feet in ite out of Deginning.

Containing 1.49f Acres ±.

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

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# **UNOFFICIAL COPY**

Part of the West fleif of the Hotlinvest quarter of Section 36, Township 41 Hotli, Range it Fact of the Ibid Frincipal Meridian, in titles Township, Couk County, Illinuis, described at fullows:

Commencing at the Fortheast countr of the Northwest quarter of the Semikarest quarter of each Section feet to the South fine of the North half of the South fine of the North half of the South fine of the North half of the South fine of the North Lafe of the South fail.

of the Horth field of the Month half of taid Southwest quarter, Thence Shade \$2-12-57" West ning sold South the, 139,17 feet in the Easterly line of Coleago - killwarker -

St. Paul & Pacific Company Railroad; There's Head 72° 30° 102° West slong raid Easterly flow, 1642.27 fast in the Smatherly Right of Way of Linear Avenue; There Smath 65° 17' 43' first along subt Southerly line, 14.67 feet; There's South 89° 17' 16" East slong said Southerly line, 194.65 feet; There's South 89° 17' 16" East slong said Southerly line, 594.95 feet; There's South 20° 42' 44" West, FLOO feet for the Point of Beginning; There's Hothe 75' 16' 12" West, 17.27 feet; There's Hothe 80° 54' 42" West, 17.27 feet; There's Booth 12" 43' 34' East, 15.15 feet; There's Hothe 80° 54' 42" West, 17.27 feet; There's Routh 57° 40' 11' East, 61.95 feet; There's East, 15.32 feet; There's Morth 72" 64' 55" Fast, 79.34 feet; There's Routh 67' 16' 22" East, 67.50 feet; Beginning.

Containi g 0,77 ) = Acres.

#### PARCEL THE

Fast of the Wart Ball of the Hentherest quarter of Section 10. Township 41 Houth, Range 13 fast of the Third Psinelpal Menthian, in Miles Township, Cook County, Illinois, described as follows:

Commencing at the Northeast owner of the Monthiness quarter of the Similarest quarter of said Section 20; Themes South 60 \*11\*31\* East of my be East fine of the West tail of said Southeast quarter of said Southeast quarter, day, no if the North kalf of the North kalf of said Southeast quarter, day, no south line, 339.37 feet to the Easterly line of Chiros Allumber Allumber of the Easterly line of Chiros Allumber.

Si, Paul & Pacific Company Railroad: Thence boy a 2.7 30' 02" West along said finitely line. 1418.22 feet to the Southerly Right of Way of Lincoln Array. Thence South 66' 02' 43" flast along said Southerly line, 14432 feet; Thence South 69' 17' 16" East song; this Southerly line, 204.46 feet; Thence South 09' 20' 53" West, 221.118 feet; Thence South 20' 43' 77' West, 33.21 feet; Thence Hoth 69' 14' 53' West, 24.11 feet; Thence fronth 77' 56' 51" West, 50.23 feet; Thence South 67' 16' 22" West, 75.21 feet for the Point of Deginning; Thence South 67' 56' 22" West, 150.42 feet; Thence South 22' 41' 13' feet; Thence flowth 22' 41' 13' feet; Thence flowth 22' 41' 13' feet; Thence flowth 57' 16' 22" East, 14.40 feet; Thence flowth 57' 16' 12" East, 14.00 feet Thence Flowth 22' 41' 13' feet in the Point of Deginning.

Centaining 0,512 a Acres.

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

Roles no land was submitted to the Act parament to the Stath Appendment to the Plest Amended and Bestuted Declaration, Such Amendment partitions only to the transfer and in reallocation of justing and/or storage spaces.

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2) Submitted with the Severalt Amendment to the First Amended and Resisted Decision:

#### CARCEL-A-

Part of the West Half of the Houlewest questier of Section 10, Township 41 North, Range 13 Exst of the Flibel Pelucipal Mesidian, in Hiles Township, Crock County, Illinois, described as follows:

Commencing at the Montherst counce of the Monthwest quarter of the Southwest quarter of said Section 20; Thence South 66 "1131" East along the East Mas of the West half of said Southwest quarter, 493.66

of the Harth half of the Harth half of sald Southwest quarter; Thomes South \$1" 48"39" West stong sald Souds Har, 519.17 feet to the Easterly this of Chicago - hilbrenkes -Access that, 237-21 feet to the Castlety tree of white 22 20' 02" West ofting raid Easterly that, 16 is 32.

feet to the Southerly Hight of Way of Lincoln Avenue; Thence South 65" 07" 45" East along take Southerly line, 114.62 feet; Thence Sunth 69" 17 16" East along said Southerly line, 743,45 feet for the Point of Regulating: Thence South 10" 42" 44" West, 91.00 feet, Thence South 69" 17" 16" East, 135.74 feet: Thence South 26" 19: 03" East, 46,49 feet: Thence Muilt 03" 20" 39" East, 40,10 feet in said Southerly Right Of Way of Lincoln Avenue; Thence Horth 69" 17" 15" West along said Southerly line . 136,00 feet to the Point of Beginning. Cantalning 0,342 a Asses.

3) Submitted with the Hightle Amendment to the Phat Amended and Restated Declaration:

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Part of the Wen, Half of the Huntiwest quarter of Section 20, Formithip & Hantle, Range 13 Gant of the Thind I'ri, cipal Meridian, in Miles Township, Cook County, Illinois, described as follows:

Commencing at 11.47 ortheast corner of the bimiliment quarter of the Southwest quarter of sold flection 20; Thenco South o. " ( " ) East along the East line of the West helf of Inid Southwest quester, 493.66

of the Bloth half of the Harth and of said Southwest quarter, Thence South 28"48'59" West about said South line, \$39.37 feel to the Estary line of Chicago - Affirmances -

St. Paul de Paeifle Company Railluad; Renc : North 22" 20' 112" West along sald Easterly line, 1612.22 feel to the Smitherty Right of Way of incoln / renue; Theree South 66" n7" 43" East elong said Southerly line, 116.67 feel; Theree South 67" 16" East elong said Southerly line, 116.67 feel; Theree South 63" 20" 59" West, 154.04 feet line is in of Tegianing; Theree Florth 16" 32" 01" West, 154.03 feet; Thanca North 69" 17" 16" West, 105.27 feet; 17" en Husth 20" 42" 44" East, 59.21 feet; Thence Snutte 69° 17' (n" Enti, 145.70 feet; Iberrev Sputte 66' 19' U1' East, 46.47 feet; Theree South 01' 20' 19" West, 11,23 feet to the Point of Deginning.

Containing 0.319 & Asses

10) Solunitled with the Minth Amendment to the Flest Amended and Relies of Peclaration

#### CARCEL "NO

fort of the West flatf of the Routhwest quarter of Section 20, Township 41 North, Songe 13 flort of the Third Principal Meridian, in Miles Tawarhlp, Gook County, Illinois, described as follows:

1216713030 Page: 13 of 27

## **UNOFFICIAL CO**

Commencing at the Hantheast carner of the Marthwest quarter of the Scotlanest quarter of said Section 10; Thence South on "11-11" East along the East line of the West half of such Southwest quarter, 19166 of the Houle half of the Moule half of said Southwest quarter: Thence South \$3" 18 57 West along said South line, 519.37 feet to the Easterly line of Chicago - billwanker .. St. Fant & Pacific Company Railroad; Thence Hoult 27- 20, 62, West along tald Easterly line, 1419.32 feet to the Southerly flight of Wey of Lincoln Avenue, Thence South 64" pr 35" Cast sing said Southerly line, 114.62 feet; Thence South 69° 17° 16" East sing said Southerly the, 901.46 feet; Thence Small 03° 20' 39" West, 271.15 feet; Thence South 70" 45' d. Wart, 15.23 feet; Thence Hould fill fall 33" West, 26.11 feet; Hienne North 77" 56" 18" West, 90.23 feet; Benne Saink 67" 16' 22" West, 75.21 feet for the Point of Deginning: Thence South 67° 16' 27" West, 137,49 feet; Thence Bouth 22° 41' 18' Went, 17, 16 feet to a point of curvature; Thence limitarily 11,51 feet stong a curve content of Wentyly, having a totifier of 19.0 feet (Chrest Bearing Banth 45" 05" 13" West, 12.34 feet 3 in the forgluning of 3 non tangent curve; Themes Northerly 203.29 feet along a curve concave Euricity, having a radius of \$5.34 feet (Chord Bearing North 22" 41" ) 2" West, 93.74 feet) by the heghning of a non-inapent curve; the men Housing 31,51 feet along a curve concern Westerly, living a radius of 19,000 feet follows. In the restrictive is a less string a starte concers recierly, asping a rounce in reconstruction in the state of the state 67 16 27 212 30.50 feet; Thence South 22° 63° 18° East, 130.30 feet to the Point of Deplusing

Containh - n.520 - Actes.

113 Submitted wil', this Se and Amended and Restated Declarations

#### PARCEL "F"

Part of the Musliment quarter of the Southwest quarter of Section 20, Township of Bootie, Range 11 Cast par at the third Principal Medician, in Alex Township, Crock Chang, Hillards, described as faithmer;

Commencing at the Hosthessi corner of the destinent quarter of the Southwest quarter of mile Section 10; Thence Sports to '11'31' East along the ties, the of the West half of mid Southwast quaster, 491.66

of the Both fail of the Both fall of said Southerer quarter, Theure South \$2 42 40 West thoughtable Smile line, 539.37 feet to the Essietly line of Chicago - hi went 'e -

51. Paul & Pacific Company Reilmad; Thence Hank 21-7. 1931 P. cet along tail Barteric line, 166.16 429.72 feet to said Swith the of the Houle half of the South Half of the beat half of the charth Half of said Southwest queeter; thonce 88" 43" 59" West along said Smill line, 17 " fest to sold liestely line of Chicago - Alilivantee - St. Paul and Pacific Company Buildard; Thence Novel 31 20, 02" West. along said Exploring line, 166,76 feet to the Point of Deginning.

Cambining (1931 Actes a.

1216713030 Page: 14 of 27

### **UNOFFICIAL CC**

Legal description of the Bullding F Add-on Pricel

#### PARCEL "F"

Part of the Hartimert quarter of the Santhwest quarter of Beation 26, Township 41 North, Bango 13 Est of the Third Principal Meridian; in Miles Township, Cnok County, Jifinals, described as follows:

Commensing at the Hardlesst corner of the Handbrett quarter of the Sandiwest quarter of said Section 30; Theree South He 1 1:13" East stong the East line of the West half of tale South Meast quarter, 491.66 of the Hunts half of the Horifi half of each Junthment quarter, Thence Louth \$5"48"39" West sling sold

Certicing

Office

Office

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Office 51, fant & Pacific Company Ralleaus, Thema Horsh 22° 78' 01" West shoug said Easterly line, 166,76 the Pain of Regioning Thenco Hoells 70° 19' 37" East, 276,44; Thence Sould 67" 11' 10" East, 276,44; Thence Sould 67" 11' 10" East, 276,12 feet in raid South Hea of the North ball of the South Half of the North ball of the Hoell 12th of taid Southwest quarter, thence \$4" 48" 39" West stone sald South line, 129.16 feet to said Exercity line of Chicago - Milwankee - St. Paul and Pacific Company Railroad; Thence Houth 22" 10" 91" West,

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### **UNOFFICIAL COPY**

#### Ownership Interest in the Common Elements

Revised: February 21, 2005

unh		Common Area Pet	
_		<del></del>	•
Ď-		0.330354%	
D-		0.291146%	
, , ,		0.302348%	
<u>p</u>		0.258742% 0.242976%	
	106	0.273223%	
0-	107	0.354439%	
D-	108	0.230654%	•
D-	149	0.324753%	
Đ-	115	0.302348%	
٥-	111	0.291146%	·
D-	112	3.278824%	
Đ-	114	J.3"+753%	, ,
D-	115	F.324757%	·
D-	201	0.282 .84%	
0-	202	0.325.113%	
<u>D</u> .	203	0.304589%	
٥-	204	D.270582%	
ᅡ	205	0.248578%	
<u></u>	206	0.275463%	1
D-	207 208	0.356579%	· ( )
D- 	209	0.265381% 0.326993%	
D-	210	0.304589%	(),
D-	211	0.323072%	
Ď-	212	0.301788%	4/
D-	214	0.326993%	*/X
D-	215	0.326993%	
D-	301	0.284425%	
D-	302	0.327553%	
D₊	303	0.306825%	
D-	304	0.273223%	
D-	305	0.250818%	
D-	306	0.277703%	<b>A</b> ,
D-	307 308	0.358920%	
۳.	308	0.257621% 0.329234%	· ()
Đ-	310	0.306829%	
Ď-	311	0.325313%	
D-	312	0.304029%	
D-	314	0.329234%	
D-	315	0.329234%	
D-	401	0.288655%	
D.	402	0.329794%	·
D-	403	0.309070%	
D-	404	0.275463%	Of County Clary's Office
0.	405	0.253058%	
D-	406	0.279944%	
D-	407	0.361160%	
<u>ς</u>	408	0.254251%	
D-	409 410	0.331474%	
D-	410	0.309070% 0.327553%	
D	412	0.306259%	•
	¬+ <b>£</b>	0 DD4444 /3	

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# **UNOFFICIAL COPY**

#### Ownership Interest in the Common Elements

Pavised:	February	27	77735

<u>Uoit</u> D- D-	414 415	Common <u>Area Pet.</u> 0.331474% 0.331474%	
D-	501 502	0.288906% 0.332034%	
₽-	503	0.311310%	
3	504	0.277703%	
(0)	505	0.255299%	
P D-	506 507	0.282184% 0.363401%	•
D-	SUP	0.363401%	
Ď-	5u9	0.333715%	
<u>D</u> -	510	0.311310%	
D.	511	0.32979455	
٥-	515	0.3 13715%	,
D-	601	v.2°3387%	
D-	602 603	0.3385157a 0.3157( 1%	
<u>p</u> -	504	0.282184.	
Ď-	605	0.259780%	
₽-	606	0.286665%	
<u>D-</u>	607	0.367881%	4
Ď	508	0.276583%	
<u>о</u> В	609 610	0,338195% 0,315791%	
<u>D</u>	611	0.334275%	<b>O</b> ,
Ď-	612	0.312990%	
₽-	614	0,338195%	46
Ď-	615	0.338195%	//x.
Subilicial			25.030050%
E- 10	1	0.279944%	
E- 107		0.291145%	
E- 103		0.302348%	Q <sub>A</sub> ,
E- 104 E- 105		0.258742% 0.246337%	<del>/////////////////////////////////////</del>
E- 106		0.273223%	1/6
E- 107		0.358442%	$Q_{j}$
E- 108	3	0.253141%	
E- 109		0.324753%	
E- 110 E- 111		0.302348%	
E- 112		0.291146% 0.313551%	
E- 114	-	0.324753%	
€- 115		0.324753%	
E- 201		0.282184%	
E- 202		0.339316%	
E- 203		0.304589%	,
E- 204		0.270582%	

Sub-lotai
,

E- 101	0.279944%
E- 102	0.291145%
E- 103	0.302348%
E- 104	0.258742%
E- 105	0.246337%
E- 106	0.273223%
E- 107	0.358442%
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	0.282184%
E- 202	0.339316%
E- 203	0.304589%
E- 204	0.270582%
E- 205	0.248578%
E- 205	0.275483%
E- 207	0.376682%
E- 208	0.255381%
E+ 209	0.326993%
E- 210	0.304589%

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# **UNOFFICIAL COPY**

#### Ownership Interest in the Common Elements

Revised February 21, 2005

	Common	
<u>init</u>	Area Pet	
E- 211	0.337075%	,
E- 212	0.315791%	
Ę- 214	0.325993%	
E- 215	0.325993%	
5- 301	0,284425%	
₹- 302	0.341556%	
F 303	0.305829%	•
F 364	0.273223%	
E- Jur	0.250818%	•
E- 3(5	0.2777031/4	
E- 307	0.372922%	
E- 308	0.257521%	
E- 309	0.329234%	
E- 310	0.106829%	٠,
E- 311	0.32/316%	
E- 312	0.31803110	
E- 314	0.32021.454	
E- 315	0.32923.71	
E- 401	0.286665%	
E- 402	0.343797%	
E- 403	0.309070%	
E- 404	0.275463%	T
£- 405	0.253058%	
E- 406	0.279944%	( )
E- 407	0.375163%	
E- 408	0.264261%	
E- 409	0.331474%	
E- 410	0.309070%	4/)
E-411	0.341555%	*
E- 417	0.320272%	
E- 414	0.331474%	
E- 415	0.331474%	
E- 501	0.288906%	<b>C</b> /
E- 502	0.346037%	
E- 503	0.311310%	C/A
E- 504	0.277703%	· //
E- 505	0.255299%	· <b>T</b>
E- 505	0.282184%	',0
E- 507	0,377403%	
E- 508	0.266501%	
E- 509	0.333715%	Ux.
E- 510	0.311310%	/X.
E- 511	0.343797%	1 4
E- 512	0.322512%	
E- 514	0.333715%	
E. 515	0.333715%	Of Colling Clert's Office
E- 601	0.293367%	
E- 802	0,350518%	
E- 603	0,315791%	
E- 604	0.282184%	
E- 505	0.259780%	
E- 608	0.286665%	
E- 607	0.200055%	•
E- 608	0.276583%	
E- 609	0.338195%	
- AD3	A-A44   24 12	·

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# **UNOFFICIAL COPY**

#### · Ownership Interest in the Common Elements

#### Revised: February 21, 2005

F7-15	Common	
<u>Unit</u>	Ama Per	•
E- 610	m.m.m.m.128	
E- 611	0.348277%	
E- 612	0.326 <del>93</del> 3%	
E- 614	0.338195%	
E- 615	<u>0.338195%</u>	
ist 11-di 2		25,986497%
F- 10	0.316911%	Added Unit
F- 167	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, 81254%	Added Unit
F- 108	0.27,6283%	Added Unit
F- 109	0,3695F2+4	Added Unit
F- 110	0.3225 12%	Added Unit
F- 111	0,32923+,2	Added Unit
F- 112	0.297867%	Added Unit
F. 114	0.397567%	Added Unit
F- 115	0.453578%	Added Unit
F- 201	0.296747%	Aded Unit
F- 202	0.318031%	Acided Unit
F- 203	0.331474%	A Let Unit
F- 204	0.323533%	Atte Unit
F- 205	0.323004%	Adde / Urix
F- 206	0.305070%	Added Unit
F- 207	0.383004%	Added Unit
F- 208	0.377403%	
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	0.297857%	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 Linit
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- 405	0.311310%	Added Unit

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# **UNOFFICIAL COPY**

#### Ownership interest in the Common Elements

Ravised: February 21, 2005

	•	
Unit	Common Area Pot.	•
F- 407	0.385245%	Andread train
F- 408	0.379644%	Added Unit 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
£ 415	0.456939%	Added Unit
£ 501	0.300108%	Added Unit
F- 50?	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	C. S 165%	Added Unit
F- 508	0.3807647.	Added Unit
F- 509	0.4255 3%	Added Unit
F- 510	0.32699371	Added Unit
F- 511	0.333715%	Added Unit
F- 512	0.302348%	Added Unit
F- 514	0.402048%	Added Unit
F- 515	0.458059%	*dded Unit
F- 601	0.304589%	Ad led Unit
F- 602	0.325873%	Add ad Unit
F- 603	0.339316%	A (der Unit
F- 604	0.331474%	Adoer unit
F- 605	0.390846%	Added Vinit
F- 606	0.316911%	Added Unit
F- 607	0.350846%	Added Unit
F- 608	0.385245%	Added Unit
F- 509	0.430954%	Added Unit
F- 610	0.331474%	Added Unit
F- 611	0.338195%	Added Unit
F- 512	0.306829%	Added Unit
F- 614	0.406529%	Added Unit
F- 615	0.452540%	Added Unit
		1.0
Sub-lotal	29.67	Added Unit S505%
4 44		
1- 1A	0.447977%	
1- 28	0.414371%	/x.
1- 3C	0.436775%	
3- 1	2 4 7 2 2 2 2 2	
3- 2	0.447977%	
3- 2 3- 3	0.414371%	
3- 4	0.435775% 0.447977%	
3-6	0.414371%	
3-6	0.436775%	
<b>~</b> ~ ∪	0.=207 (37)	
4-1A	G.447977%	
4 28	0.414371%	•
4- 3C	0.436775%	
	wymeres / of fig.	•
55- 1A	0.447977%	

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### **UNOFFICIAL COPY**

#### Ownership Interest in the Common Elements

#### Revised: February 21, 2005

	Common					
<u>Unit</u>	Area P.C.					
55- 28	0.414371%		•	•	•	
5S- 3C	0.436775%					
5N- 1A	0.447977%					
SN- 28	0.414371%					
5N- 3C	0.435775%					
	0.447977%					
(- 2)	0,414371%					
7-3	0.436775%					
7- 4	0,447977%					
7- 5 7- 6	0.414371%					
/- 6	0.436775%					•
8- 1	0. 47077%					_
8- 2	u.*.4371%					••
8- 3	0.435773%					
8- 4	0.4471 77%					
8-5	0.41437179					
B- 6	0.435775%	)_				
	4,74017478					
<b>9.</b> 1	0.447977%					
9- 2	0.414371%	1				
9-3	0.436775%	'	)			
9- 4	0.447977%					
9- 5	0.414371%					
9-6	0.438775%					
			46			
11- 1	0.447977%		//X.			
11- 2	0.414371%		` ( / )			
11- 3	0.436775%					
11- 4	0.447377%					
11-5	0.414371%			<b>L</b> '		
11- 6	0.436775%					
Cub tatul		40.40.700.401			5,	
Sub-total		18.187725%			4.	
Total					1 4	
) CISI		98.879776%			0)	
Senior Living Unit		1.120224%				
Octual Cated Citi		1.12022473	<u>.</u>		(	)
Grand Total	,	100.000000%				-12
		100.0000013				
						6
				•		C
						_



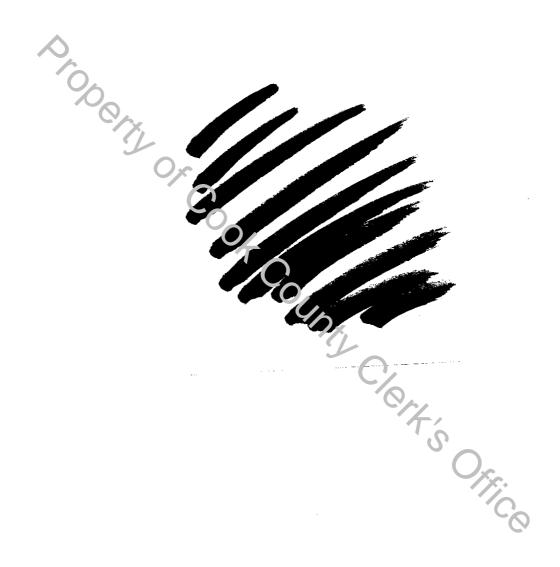
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# **UNOFFICIAL COPY**

#### **EXHIBIT B**

#### CERTIFICATION AS TO BOARD OF DIRECTORS APPROVAL

I, Rodrey Seperation, 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 Corrective Amendment to the Declaration was duly approved by an affirmative vote of two-thirds (2/3) of the Board of Directors, in accordance with the provisions of section 27 (b) of the Condominium Property Act.
Fuln H. Joseph Secretary
Dated at Morton Grave, Illinois this  1>T day of June, 2014
1) T day of June, 20 12-



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### **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 controlly 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 interes so 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-Tree Leasing Program.

NOW, THEREFORE, BE IT RESOLVED.

The rules and regulations of the Woodlands Of Monton 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 Frey Lease Addendum (a copy of which is attached hereto), executed by the tenants not later than the date 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.

- 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, AFFER 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-love (24) consecutive months, unless the Board consents in writing to the contrary. No unit owner may least 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 least 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, mo tel 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 to 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.

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 \$500.60

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 of 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.

777 PM : 31 1 CC /: 1// 1/ 2047 All loans agreements glamed major to
IV. This policy becomes effective 11/26, 2007. 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.

- Fines for actions of individuals may be mitigated on a case by case basis (depending on the V. 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.
- All fines, costs, legal fees, and other expenses of the Association in connection with any VI. violation under these rules shall be assessed to the account of the Unit Owner responsible.

Approved this 15 day of 1

**Board of Managers** 

Woodlands Of Morton Grove Condonsirium Association

ATTEST:

Olympia Clarks Office