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Doc#: 1409222123 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/02/2014 03:25 PM Pg: 1 of 8

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE HIGHLAND TOWERS CONDOMINIUM III ASSOCIATION

For Use by Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership for Highland Towers Condominium III Association ("Declaration"), which Declaration was recorded on December 24, 1980 as Document Number 25717877 in the Office of the Recorder of Deeds of Cook County, Illinois, and which covers the property (hereafter the "Property") legally described in Exhibit "A," which is attached hereto and made a part hereof.

This Amendment is adopted pursuant to Section 27(b) of the Illinois Condominium Property Act. Said Section provides that "[i]f there is an omission or error in the Declaration, bylaws or other condominium instrument, the association may correct the error or omission by an amendment to the declaration, bylaws, or other condominium instrument in such respects as may be required to conform to this Act, and any other applicable statute or to the declaration by vote of two-thirds of the members of the Board of Managers." No amendment shall become effective until recorded.

RECITALS

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

WHEREAS, an Amendment recorded on June 4, 2004 as Document Number 0415634018 in the Office of the Recorder of Deeds of Cook County, Illinois amended the Declaration, Section 19 on leasing; and

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

Katharine W. Griffith, Esq.
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 - 847. 777. 7241

WHEREAS, the Board desires to amend the Declaration in order to bring the Association into compliance with FHA guidelines; and

WHEREAS, the following amendment has been approved by at least two-thirds of the Board of Directors as evidenced by their signatures to this document; and

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NOW, THEREFORE, the Amendment recorded as Document Number 0415634018 for the Highland Towers Condominium III Association which amended Section 19 of the Declaration, is hereby amended in accordance with the text which follows:

1. 19. *Leasing of a Unit.*

(a) Subject to the additional provisions of this Amendment listed below, leasing of Units shall be restricted to one (1) Unit at any given time as of the effective date of this Amendment. No Unit, or interest therein, shall be leased by a Unit Owner for transient or hotel purposes. No Unit Owner may lease less than the entire Unit. All leases of Units shall be in writing, and a copy of every such lease, as and when executed, shall be furnished to the Board. The lessee under every such lease shall be bound by and subject to all of the obligations, under this Declaration and the By-Laws, of the Unit Owner making such lease, and the failure of the lessee to comply with any of the terms of said instruments shall constitute a default under the lease, and the lease shall expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of said obligations. Unit owners may NOT lease their unit under this paragraph (a) without prior authorization by the board of directors. The board of directors may NOT authorize any leasing of units, unless there are no units, at the time of request, currently being leased, excluding those approved under paragraph (f) below. Any time a unit owner that has prior authorization, excluding those approved under paragraph (f) below, that does NOT have a new lease approved and authorized by the Board within sixty (60) days from the termination of the prior lease or vacation of the property by the prior tenant, shall be required to request again for Board authorization to lease their unit.

(b) Upon the sale or conveyance of any Unit after the execution date of this Amendment, the purchaser is subject to the provisions of this Amendment.

(c) Any Owner currently leasing out their Unit with the approval of the Board, excluding those approved under paragraph (f) below, as of the effective date of this Amendment may continue to lease for so long as that Owner retains title to the Unit. Once the Owner transfers title to the Unit, the new Owner is subject to the provisions of this Amendment.

(d) Occupancy of a Unit by a blood relative(s) of a Unit Owner without the Unit Owner being a resident, shall not constitute a lease as defined under this Amendment, even if a written memorandum or agreement has been executed between the parties.

(e) A blood relative is defined as a grandparent, parent, child (natural or adopted), grandchild or sibling of a Unit Owner.

(f) Hardship. If a Unit vacated by a tenant in occupancy as of the recording date of this Amendment, or vacated by a Unit Owner for reasons beyond his control, the Unit Owner may apply for a one year hardship waiver in the following manner:

(1) The Unit Owner must submit a request in writing to the Board of Directors requesting a one year hardship waiver of subsection (a), setting forth the reasons why they are entitled to same.

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(2) 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 one year waiver. Any lease entered into shall be in writing and for a period of one year. The lease must also contain a provision that failure by the tenant or the Unit Owner to abide by 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.

(3) Copies of all leases must be submitted to the Board within ten (10) days after execution and prior to occupancy.

(4) All tenants shall acknowledge in writing that they have received copies of the rules and regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors.

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

(g) The effective date of this Amendment shall be deemed to be the date of recording with the office of the Recorder of Deeds of Cook County.

(h) Any Unit being leased out in violation of this Amendment or any Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

(i) In addition to the authority to levy fines against the Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the 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.

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

(k) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

(l) 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.


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

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

END OF TEXT OF AMENDMENT

Property of Cook County Clerk's Office



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Approved this 18th day of March, 2014

Tammy Fulek

Joan M. Fenlon

Marcia A. Zelman

Ken R. Roth

Michael Dwyer

Being at least 2/3 of the members of the Board of Directors of HIGHLAND TOWERS
CONDOMINIUM III ASSOCIATION

Subscribed and Sworn to before me
this 18 day of March, 2014

Noree Bruno
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

That part of the Northeast 1/4 of Section 15, Township 41 North, Range 12 East of the Third Principal Meridian, bounded by a line described as follows: Commencing at the intersection of the North line of the South 25 acres of the East 1/2 of the East of the Northeast 1/4 of said Section 15 with the West line of Western Avenue as dedicated per Document No. 12269286; thence North 00°-04'-42" East along said West line of Western Avenue, 557.74 feet; thence North 89°-55'-18" West, 77.53 feet to the point of beginning of the parcel to be described; thence South 43°-56'-17" West, 240.84 feet; thence North 46°-03'-43" West, 81.50 feet; thence North 43°-56'-17" East, 240.84 feet; thence South 46°-03'-43" East, 81.50 feet to the point of beginning, in Cook County, Illinois.

Consisting of one building located at 8815 West Golf Road, in the City of Niles, County of Cook, State of Illinois and containing the following units:

<u>PIN</u>	<u>UNIT</u>	<u>ADDRESS</u>
09-15-202-048-1001	1A	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1002	1B	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1003	1C	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1004	1G	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1005	1I	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1006	1J	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1007	2A	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1008	2B	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1009	2C	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1010	2D	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1011	2F	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1012	2G	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1013	2H	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1014	2I	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1015	2J	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1016	3A	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1017	3B	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1018	3C	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1019	3D	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1020	3E	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1021	3F	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1022	3G	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1023	3H	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1024	3I	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1025	3J	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1026	4A	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1027	4B	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1028	4C	8815 West Golf Road, Niles, Illinois 60714

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<u>PIN</u>	<u>UNIT</u>	<u>ADDRESS</u>
09-15-202-048-1029	4D	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1030	4E	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1031	4F	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1032	4G	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1033	4H	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1034	4I	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1035	4J	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1036	5A	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1037	5B	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1038	5C	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1039	5D	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1040	5E	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1041	5F	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1042	5G	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1043	5H	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1044	5I	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1045	5J	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1046	6A	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1047	6B	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1048	6C	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1049	6D	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1050	6E	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1051	6F	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1052	6G	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1053	6H	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1054	6I	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1055	6J	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1056	7A	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1057	7B	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1058	7C	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1059	7D	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1060	7E	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1061	7F	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1062	7G	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1063	7H	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1064	7I	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1065	7J	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1066	8A	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1067	8B	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1068	8C	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1069	8D	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1070	8E	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1071	8F	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1072	8G	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1073	8H	8815 West Golf Road, Niles, Illinois 60714

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<u>PIN</u>	<u>UNIT</u>	<u>ADDRESS</u>
09-15-202-048-1074	8I	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1075	8J	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1076	9A	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1077	9B	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1078	9C	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1079	9D	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1080	9E	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1081	9F	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1082	9G	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1083	9H	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1084	9I	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1085	9J	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1086	10A	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1087	10B	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1088	10C	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1089	10D	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1090	10E	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1091	10F	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1092	10G	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1093	10H	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1094	10I	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1095	10J	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1096	11A	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1097	11B	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1098	11C	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1099	11D	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1100	11E	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1101	11F	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1102	11G	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1103	11H	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1104	11I	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1105	11J	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1106	12A	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1107	12B	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1108	12C	8815 West Golf Road, Niles, Illinois 60714
09-15-202-048-1109	12D	8815 West Golf Road, Niles, Illinois 60714