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EDWARD M. MOODY
COOK COUNTY RECORDER OF DEEDS
DATE: 08/20/2019 03:27 PM PG: 1 OF 11

**AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS
AND COVENANTS FOR
NORTH VALLEY LO CONDOMINIUM
NO. 21**

This Amendment to Declaration of Condominium Ownership for North Valley Lo Condominium No. 21 (the "Amendment") is made and entered into as of this 3rd day of AUGUST, 2019.

WITNESSETH

WHEREAS, the real estate described on Exhibit A hereto, located in the County of Cook and State of Illinois was submitted to the Condominium Property Act of the State of Illinois, (the "Act") pursuant to a Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for North Valley Lo Condominium No. 21, recorded with the Recorder of Deeds of Cook County as Document No. 22108385 (the "Declaration").

WHEREAS, Section 13.07 of Article XIII of the Declaration provides that the provisions of the Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, the Owners having at least three-fourths (3/4) of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than ten (10) days prior to the date of such affidavit.

WHEREAS, the amendment to Declaration set forth hereinbelow is signed and acknowledged by the Board, the Owners having at least three-fourths (3/4) of the total vote and contains an affidavit signed by an officer of the Board certifying that a copy of the change, modification or rescission was mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership more than ten (10) days prior to the date of such affidavit.

NOW, THEREFORE, the Board of Directors of North Valley Lo Condominium No. 21 and the Unit Owners having at least three-fourths (3/4) of the total vote do hereby amend the Declaration as follows:

THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING RETURN TO:

LAURA LAU MARINELLI
SAUL EWING ARNSTEIN & LEHR LLP
161 N. CLARK ST. - SUITE 4200
CHICAGO, IL 60601

COMMON ADDRESS:

1704 WILDBERRY DRIVE
GLENVIEW, ILLINOIS 60025

PINS: 04-23-302-045-1001 THROUGH
04-23-302-045-1006

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P H
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SC
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INT *[Signature]*

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1. **TERMS.** Terms used herein if not otherwise defined shall have the same meaning as set forth in the Declaration.
2. **MODIFICATION.** Section 8.01 of Article VIII of the Declaration is deleted in its entirety and is replaced with the following:
 - (a) **Sale of Unit:** Any Owner who wishes to sell his Unit Ownership to any person not related by blood or marriage shall give the Board no less than thirty (30) days prior written notice of the terms of any contemplated sale, together with the name and address of the proposed purchaser and his or their financial and character references. The Board, acting on behalf of the other Unit Owners, as hereinafter provided, shall at all times have the first right and option to purchase such Unit Ownership upon the same terms as the proposed sale, which option shall be exercisable for a period of forty-five (45) days following the date of receipt of such notice; provided, however, that if the proposed purchase shall be for a consideration which the Board, in its reasonable opinion, deems inconsistent with the then existing bona fide fair market value of such Unit Ownership, the Board, notwithstanding any other provision herein stated to the contrary, may elect to exercise such option in the manner, within the period, and on the terms set forth in Section 8.02 below. If said option is not exercised by the Board within the aforesaid option period or if said option is properly waived, the Owner may, at the expiration of said period (and at any time within sixty (60) days after the expiration of said period) contract to sell such Unit Ownership to the proposed purchaser named in such notice upon the terms specified therein, and, if he fails to close said proposed sale within said sixty (60) days, his Unit Ownership shall again become subject to the Board's right of first option as herein provided. Any person acquiring ownership of any Unit shall be bound by and shall be subject to all of the obligations and all of the terms and provisions herein contained relative to such Unit.
 - (b) **Leasing of Units Prohibited:** Except as permitted by subsections (i) and (ii) below, no Unit Owner may enter into or renew any "Occupancy Arrangement" (as hereinafter defined) with respect to his or her Unit, or allow any person who is not an owner of such Unit to occupy such Unit pursuant to a lease, sublease, assignment or other Occupancy Arrangement. As used herein, "Occupancy Arrangement" means a lease, sublease, assignment or other agreement or arrangement, whether written or oral, whereby a Unit Owner authorizes a non-Unit Owner third party to have exclusive use and occupancy of a Unit, regardless of the form of consideration, if any, paid, exchanged or otherwise provided between the Unit Owner and such non-Unit Owner third-party.
 - (i) **Exception – Occupancy Arrangements in Effect as of the Date of this Amendment:** All Occupancy Arrangements in effect as of the date of this Amendment shall remain valid for the remainder of the term thereof; provided, however, that the term thereof may not be renewed or extended for any purpose. Upon expiration of the term of any Occupancy Arrangement in effect as of the date of this Amendment, all non-owner occupants residing in such Unit must immediately vacate the Unit and the Unit must then remain owner occupied or vacant.

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- (ii) **Exception – Hardship Situation:** Upon receipt of the Board's prior written approval, a Unit Owner may enter into an Occupancy Arrangement with respect to a Unit for a period not to exceed one year if the existence of a Hardship Situation (as hereinafter defined) is demonstrated to the reasonable satisfaction of the Board. In the case of a continuing Hardship Situation, the Board may authorize a Unit Owner to enter into a second Occupancy Arrangement with respect to a Unit for a period not to exceed one additional year. As used herein, a "Hardship Situation" means a situation in which the inability to lease a Unit will subject the Unit Owner to substantial financial hardship as determined by the Board in its sole discretion.

With respect to a lease of any Unit, the lease shall expressly provide that the lessee shall be expressly subject to all of the provisions herein contained. A true and correct copy of such lease shall be lodged with the Board and the owner of the Unit shall not be relieved thereby from any of his obligations as herein imposed.

3. CONTINUATION. All other provisions of the Declaration shall remain in full force and effect.

END OF DOCUMENT

SIGNATURES ON FOLLOWING PAGE


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UNIT OWNER SIGNATURE

The undersigned, being a Unit Owner in North Valley Lo Condominium No. 21, hereby acknowledges and consents to the recording of the Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for North Valley Lo Condominium No. 21, to which this Unit Owner Signature is attached.

Dated this 22 day of JULY, 2019.

Name: MEETALI KERAWALLA

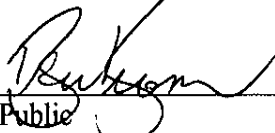
Signature: 

Unit Number: 1704 UNIT A

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, BRIAN KRAMER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MEETALI KERAWALLA personally appeared before me and acknowledged that he/she signed the foregoing instrument, as his/her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public on JULY 22, 2019.



Notary Public

Commission Expires _____



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UNIT OWNER SIGNATURE

The undersigned, being a Unit Owner in North Valley Lo Condominium No. 21, hereby acknowledges and consents to the recording of the Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for North Valley Lo Condominium No. 21, to which this Unit Owner Signature is attached.

Dated this 23 day of July, 2019.

Name: Paula Stoddard

Signature: Paula Stoddard

Unit Number: 1704 C

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, BRIAN KRAMER a Notary Public in and for said County, in the State aforesaid, do hereby certify that PAULA STODDARD personally appeared before me and acknowledged that he/she signed the foregoing instrument, as his/her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public on JULY 23, 2019.

Brian Kramer
Notary Public

Commission Expires:



UNOFFICIAL COPY

UNIT OWNER SIGNATURE

The undersigned, being a Unit Owner in North Valley Lo Condominium No. 21, hereby acknowledges and consents to the recording of the Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for North Valley Lo Condominium No. 21, to which this Unit Owner Signature is attached.

Dated this 22 day of July, 2019.

Name: JOHN O'BRIEN

Signature: [Handwritten Signature]
Unit Number: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, BRIAN KRAMER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JOHN O'BRIEN personally appeared before me and acknowledged that he/she signed the foregoing instrument, as his/her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public on JULY 22, 2019.

[Handwritten Signature]
Notary Public

Commission Expires:



UNOFFICIAL COPY

UNIT OWNER SIGNATURE

The undersigned, being a Unit Owner in North Valley Lo Condominium No. 21, hereby acknowledges and consents to the recording of the Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for North Valley Lo Condominium No. 21, to which this Unit Owner Signature is attached.

Dated this 22 day of July, 2019.

Name: HELOISE NATHAN

Signature: Heloise Nathan

Unit Number: F

STATE OF ILLINOIS)
COUNTY OF COOK)

I, BRIAN KRAMER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that HELOISE NATHAN personally appeared before me and acknowledged that he/she signed the foregoing instrument, as his/her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public on JULY 22, 2019.

Brian Kramer
Notary Public

Commission Expires



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EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF BLOCK 2, IN VALLEY LO-UNIT 5, BEING A SUBDIVISION IN SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTH LINE OF SAID BLOCK 2, AT A POINT WHICH IS 1652.77 FEET EAST FROM THE NORTHWEST CORNER OF SAID BLOCK 2, AND RUNNING THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF BLOCK 3, A DISTANCE OF 132.50 FEET TO A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID PART OF BLOCK 2 HEREINAFTER DESCRIBED; THENCE CONTINUING SOUTH ALONG SAID PERPENDICULAR LINE A DISTANCE OF 189.67 FEET; THENCE EAST ALONG A LINE 322.17 FEET SOUTH FROM AND PARALLEL WITH SAID NORTH LINE OF BLOCK 2, A DISTANCE OF 162.40 FEET TO THE EASTERLY LINE OF SAID BLOCK 2; THENCE NORTHWARDLY ALONG SAID EASTERLY LINE OF BLOCK 2, (BEING ALSO THE WESTERLY LINE OF WAUKEGAN ROAD), A DISTANCE OF 190.15 FEET, TO AN INTERSECTION WITH A LINE 132.50 FEET SOUTH FROM AND PARALLEL WITH SAID NORTH LINE OF BLOCK 2, AND THENCE WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 148.86 FEET TO THE POINT OF BEGINNING.

COMMON ADDRESS: 1704 WILDBERRY DRIVE
GLENVIEW, ILLINOIS 60025

PINS: 04-23-302-045-1001 THROUGH 04-23-302-045-1006

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SECRETARY'S AFFIDAVIT

I, Paula Stoddard being first duly sworn on oath, depose and state that I am the duly elected Secretary of North Valley Lo Condominium No. 21, and I hereby certify that a copy of the foregoing Amendment was mailed by certified mail to all mortgagees having bona fide liens of record against any Unit on July 24, 2019 being more than ten (10) days prior to the date of this affidavit.

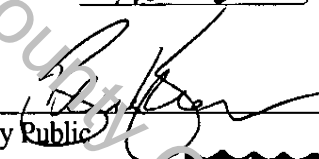
Date: August 3, 2019.



STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, BRIAN KRAMER a Notary Public in and for said County, in the State aforesaid, do hereby certify that PAULA STODDARD, Secretary of North Valley Lo Condominium No. 21 personally appeared before me and signed the foregoing instrument as such Secretary on behalf of North Valley Lo Condominium No. 21 as his/her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public on AUG 3rd, 2019.



Notary Public

Commission Expires.

