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RHSP FEE: \$9.00 RPRF FEE: \$1.00 KAREN A. YARBROUGH COOK COUNTY CLERK DATE: 12/21/2022 04:38 PM PG: 1 OF 32

Bartzen Rosenlund Kasten LLC 161 North Clark Street Suite 1600 Chicago, Illinois 60601 Attn: Kristofer Kasten

FIRST AMENDMENT TO THE AMENDED, CONSOLIDATED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE CHIMNEYS CONDOMINIUM ASSOCIATION

This amendment document (the "Amendment") is recorded for the purpose of amending the Amended, Consolidated and Restated Declaration of Condominium Ownership (the "Declaration") for the Chimneys Condominium Association (the "Association"), which Declaration was recorded on July 22, 2009, as Document No. 0920329035, in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (the "Property") legally described in Exhibit "A", which is attached hereto and made a part thereof.

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County (now the Clerk of Cook County, Recordings Division), Illinois, the Property has been submitted to the provisions of the Act; and

WHEREAS, the Board and the Unit Owners desire to amend the Declaration to maintain a primarily owner-occupied community as set forth in this Amendment;

WHEREAS, this Amendment is adopted pursuant to the provisions of Article XII, Paragraph 9 of the Declaration and Sections 17 and 27 of the Illinois Condominium Property Act (the "Act"). Said provisions provide that this Amendment, the text of which is set forth below, shall become effective upon recordation in the Office of the Cook County Clerk, Recordings Division (formerly the Cook County Recorder of Deeds), Illinois, of an instrument in writing setting forth the change, modification, or rescission, provided the same is executed by the President or other authorized officer of the Association, and is signed and acknowledge by the Board, by Owners having at least three-fourths (3/4) of the total vote, and contains an affidavit

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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; and

WHEREAS, this Amendment has been executed by the President or other authorized officer of the Association, and is signed and acknowledged by the Board, by Owners having at least three-fourths (3/4) of the total vote, and contains 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, all in compliance with Article XII, Paragraph 9 of the Declaration and Sections 17, 27, and 18.8 of the Act.

NOW THEREFORE, Article VII, Paragraph 1(a) of the Declaration is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strikeouts~~).

(a) No part of the Property shall be used for other than housing and related common purposes for which the Property is designed. Each Unit or any two adjoining Units or any two vertical Units (such as Unit Nos. 301 and 401) used together shall must be used as a residence for the Owner or the Owner's immediate family and the household of the Owner or the Owner's immediate family ~~a single family or not more than two non-related persons~~, or such other uses permitted by this Declaration and for no other purpose. "Immediate family" means the Owner's spouse, children, stepchildren, or parents. "Household" means any individual living with the Owner or the Owner's immediate family. If an Owner is a corporation, limited liability company, partnership, trust, or other legal entity other than a natural person, then the officer or director of such corporation, manager or member of such limited liability company, partner of such partnership, trustee or beneficiary of such trust, or similar for such other legal entity is the individual who can use the Unit as a residence along with that individual's household. An Owner owning two (2) or more units shall have the right, subject to such reasonable limitations as the condominium instruments may impose, to remove or otherwise alter any intervening partition, so long as the action does not weaken, impair or endanger any Common Element or Unit. The Owner shall notify the Board of the nature of the removal or alteration at least 10 days prior to commencing work. That part of the Common Elements separating any two adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

NOW THEREFORE, Article VII of the Declaration is hereby amended by adding a new Paragraph 1(q) in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

(q) Smoking.

(i) Smoking of tobacco, cannabis, or any other substance is strictly prohibited anywhere in, on, or about the Property (including, but not limited to, the Units, Common

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Elements, or Limited Common Elements) except in any exterior area expressly designated by the Board for smoking, which area is subject to rules and regulations established by the Board. This prohibition applies to Owners, Occupants, tenants, residents, visitors, guests, invitees, licensees, and any other person who comes upon the Property.

(ii) As used herein, "smoking" means the burning, combusting, igniting, inhaling, or exhaling of smoke cause by combustion of any kind of plant, weed, herb, or organic or inorganic material in a lighted pipe, cigar, cigarette, hookah, or any other lighted smoking equipment. As used herein, "cannabis" means marijuana, hashish, and other substances that are identified as including any parts of the plant Cannabis Sativa and including derivatives or subspecies, such as indica, of all strains of cannabis, whether growing or not; the seeds thereof, the resin extracted from any part of the plant; any compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other naturally produced cannabinol derivatives, whether produced directly or indirectly by extraction; and concentrate and cannabis-infused products.

(iii) The Board may provide a waiver to the restrictions under this Section (p) to a person if the Board determines, after receipt and review of documentation and other substantiation as the Board may require, that a waiver is a required accommodation under federal, state, county, or municipal law/ordinance for medical or health reasons. Any permitted waiver must be renewed annually, will be allowed for only so long as required by law, and automatically terminates when the basis for the waiver no longer exists. Any permitted waiver is subject to all other provisions of this Declaration.

(iv) Smoking in proximity to any Building entrance to/from the public way, is permitted only to the extent permitted by any applicable law, regulation, ordinance, or any rules and regulations promulgated by the Board.

(v) The use of electronic cigarettes or other similar implements (to deliver nicotine or THC in aerosolized or vaporized form) is strictly prohibited in, on, or about the interior Common Elements.

(vi) Any permitted smoking, vaping, or use of electronic cigarette or similar implements is subject to the rules and regulations established by the Board and to Section 1(g) of Article VII of the Declaration. The Board may promulgate rules, regulations, and policies to implement, effectuate, administer, enforce, and in furtherance of this Section (q).

NOW THEREFORE, Article VIII, Paragraph 1 of the Declaration is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

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1. ~~Sale or Lease.~~ Any Owner (including the Trustee) who wishes to sell ~~or lease~~ his Unit Ownership (~~or any lessee of any Unit wishing to assign or sublease such Unit~~) shall give to the Board not less than fourteen (14) days' prior written notice of the terms of any contemplated sale ~~or lease~~, together with the name, address, financial and character references of the proposed purchaser ~~or lessee~~ and such other information concerning the proposed purchaser ~~or lessee~~ as the Board may reasonably require. The members of the Board acting on behalf of the other Owners shall at all times have the right and option to purchase ~~or lease~~ such Unit Ownership upon the same terms, which option shall be exercisable for a period of fourteen (14) days following the date of receipt of such notice. If said option is not exercised by the Board within said fourteen (14) days, the Owner (~~or lessee~~) may, at the expiration of said fourteen-day period and at any time within ninety (90) days after the expiration of said period, contract to sell ~~or lease (or sublease or assign)~~ such Unit Ownership to the proposed purchaser ~~or lessee~~ named in such notice upon the terms specified therein. If the Owner (~~or lessee~~) fails to close said proposed sale ~~or lease~~ transaction within said ninety (90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.

NOW THEREFORE, Article VIII, Paragraph 12 of the Declaration is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

12. Leases and Licenses.

(a) Each Unit must be the residence of the Owner or the Owner's immediate family and the household of the Owner or the Owner's immediate family ("immediate family" and "household" are defined in Article VII, Paragraph 1(a) of this Declaration), except when a Unit is leased or rented in accordance with the provisions of this Paragraph 12. If an Owner is a corporation, limited liability company, partnership, trust, or other legal entity other than a natural person, then the officer or director of such corporation, manager or member of such limited liability company, partner of such partnership, trustee or beneficiary of such trust, or similar for such other legal entity is the natural individual who can use the Unit as a residence along with that natural individual's household.

(b) No Unit can be leased or rented unless the Owner of that Unit has first lived in that Unit for at least fourteen (14) consecutive months. If an Owner owns more than one Unit, that Owner can lease or rent no more than one Unit at the same time, except when two or more Units have been physically joined together and used as a single residence/Unit. For the purposes of the preceding sentence, an Owner that is prohibited from leasing more than one Unit includes any corporation, limited liability company, partnership, or other legal entity other than a natural individual in which a person, group of persons, or family, friends, or business associates of such person or persons have an interest of any kind whatsoever. No portion of any Unit that is less than the entire Unit can be leased, subleased, assigned, rented, or licensed. No Unit, in whole or part, can be leased, subleased, assigned, rented, licensed, or otherwise used for hotel, motel, bed-and-

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breakfast, short-term rental, Airbnb or similar, boarding, corporate housing, or transient purposes, or for a term less than twelve (12) months.

(c) The provisions of the Act, the Declaration, By-Laws and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease. With regard to any lease, the Owner leasing the Unit shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the 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 lessee or owner to comply with the leasing requirements prescribed by the Act or by the Declaration, By-Laws, and rules and regulations. 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 a tenant of any covenants, rules, regulations or By-Laws.

(d) The provisions of this Paragraph 12 do not apply to the Board or the Association when the Board or Association exercises its rights and remedies under Article IX of the Code of Civil Procedure, including but not limited to taking possession of a Unit due to non-payment of common expenses.

(e) The Board may adopt rules and regulations, from time to time, for the purpose of implementing, administering, enforcing, and effectuating the provisions of Article VIII of this Declaration.

(f) All Owners owning a Unit prior to the effective date of this Amendment must comply with this Paragraph 12 subject only to this subparagraph (f). Any Unit that is rented or leased prior to the effective date of this Amendment can continue to be rented or leased until the sale or other transfer of title of that Unit. Any Occupant residing in a Unit prior to the effective date of this Amendment who is not the Owner or Owner's immediate family, as used in this Paragraph 12, can continue to reside in the Unit after the effective date of this Amendment. The Board, in its sole discretion, may grant a variance under the provision requiring an Owner to live in his or her Unit for 14 consecutive months only to Owners who owned their Units prior to the effective date of this Amendment. This subparagraph (f) of Paragraph 12 does not apply to any Owner who becomes an Owner on or after the effective date of this Amendment.

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

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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

THE CHIMNEYS CONDOMINIUM, AND ALL UNITS THEREIN (UNIT NUMBERS 563-A, 559-B, 557-C, 553-D, 152-E, 160-F, 158-G, 156-H, 162-J, 150-K, 545-L, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 401, 402, 403, 404, 405, AND 406), AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 1 IN THE CHIMNEYS, A CONSOLIDATION IN THE SOUTH ½ OF THE SOUTH WEST ¼ OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 89550724, AS AMENDED FROM TIME TO TIME, TOGETHER WITH THE UNITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACES 1 THROUGH 34, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE PLAT OF SURVEY ATTACHED TO THE DECLARATION AFORESAID, RECORDED AS DOCUMENT NUMBER 89550724, AS AMENDED FROM TIME TO TIME.

Commonly Known As: The Chimneys Condominium
 Green Bay Road at Hill Terrace
 Winnetka, Illinois 60093

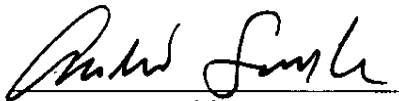
Permanent Index Numbers: 05-21-322-049-1001
Through and including: 05-21-322-049-1037

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I Andrew Smyth, am the President of the Board of Directors of the Chimneys Condominium Association, an Illinois not-for-profit corporation and condominium established by the aforesaid Declaration, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Section 17 of the Illinois Condominium Property Act.

EXECUTED this 6th day of Dec., 2022

BY: 
President

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Certification as to Voting Member Approval

I, MARY J. Quish, state that I am the Secretary of the Board of Directors of the Chimneys Condominium Association, an Illinois not-for-profit corporation and condominium, and as such Secretary and the keeper and custodian of the books and records of said Association, I hereby certify that the persons whose names are subscribed to the following instruments represent Owners having at least three-fourths (3/4) of the total vote in the Association.

BY: Mary J. Quish
Secretary

DATE: Dec. 6, 20 22

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

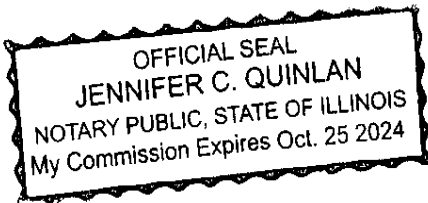
Affidavit Certifying Notice to Mortgagees

I, MARY Quish, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of the Chimneys Condominium Association, an Illinois not-for-profit corporation and condominium, and that pursuant to Paragraph 9 of Article XII of the Declaration of Condominium Ownership for said Association, certify that a copy of the foregoing Amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership in the aforesaid Association, not less than ten (10) days prior to the date of this affidavit.

Mary S. Quish
Secretary

SUBSCRIBED AND SWORN to
before me this 6th day
of Dec. 2022

Jennifer C. Quinlan
Notary Public (Seal)



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

We, the undersigned, constitute all of the members of the Board of Directors of the Chimneys Condominium Association, an Illinois condominium established by the aforesaid Declaration, and by our signatures below, we hereby execute the foregoing amendment to the Declaration pursuant to Paragraph 9 of Article XII of the Declaration. This document may be executed in counterparts for the convenience of the parties.

EXECUTED this 6th day of Dec., 2022

1. Jane Westhoff

Printed name: Jane Westhoff

2. Jon R. Nelson

Printed name: Jon R. Nelson

3. Nan L. Martin

Printed name: Nan L. Martin

4. Mary J. Quish

Printed name: MARY J. Quish

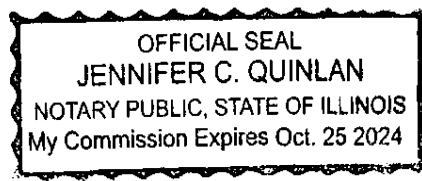
5. Andrew Smyth

Printed name: Andrew Smyth

Being all of the members of the Board of Directors of the Chimneys Condominium Association

I, Jennifer C. Quinlan Notary Public, hereby certify that on _____, 20__ the above member(s) of the Board of Directors of the Chimneys Condominium Association, which Board member(s) is/are personally known to me, appeared before me and acknowledged that, as such Board member(s), they signed this instrument as their free and voluntary act and as the free and voluntary act of said Board for the uses and purposes therein set forth.

By: Jennifer C. Quinlan
Notary Public (seal)



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State of Illinois)
County of Cook) SS

Owner Signature and Acknowledgment

The undersigned is/are the Owner(s) with respect to the below identified Unit in the Chimneys Condominium, and by my signature below do hereby approve, sign, and acknowledge the foregoing amendment to the Declaration pursuant to Paragraph 9 of Article XII of the Declaration and Section 18.8 of the Illinois Condominium Property Act:

EXECUTED this 26 day of SEPTEMBER 2022.

Ginny Alberts-Johnson
Printed Name _____ Print Name _____

[Signature]
Signature _____ Signature _____

Unit Address: 563 Hill Terrace, Winnetka, IL 60093

Being Voting Member of Unit # 545-563 A in the Chimneys Condominium Association and having 2.96 % ownership in the common elements.
2.96

Acknowledgment

This document must be acknowledged in one of the three options below. If neither notary section is completed, then this document is deemed acknowledged via Option 1.

(Option 1: Section 18.8 - Notary Not Required)

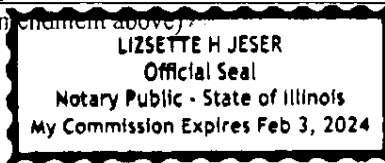
This instrument is not required to be acknowledged before any notary public pursuant to Section 18.8(f) of the Illinois Condominium Property Act. In accordance therewith, the identity and signature of the above signatory has been authenticated to the satisfaction of the Board of Directors/Managers as follows: Submission through the Association Owner web portal via AppFolio offered by the Association's community association manager.

(Option 2: Notary - In An Individual Capacity)

This instrument was acknowledged before me on September 26, 2022 by _____

Regina Brandwein Alberts
(name of Owner(s) signing amendment above)

[Signature]
Notary Public Signature _____ (Seal)



(Option 3: Notary - In A Representative Capacity)

This instrument was acknowledged before me on _____, 20__ by _____

_____ as _____
(name) (type of authority, e.g., officer, trustee, etc.)

of _____
(name of Owner on whose behalf the amendment was signed)

Notary Public Signature (Seal)

UNOFFICIAL COPY

State of Illinois)
) SS
County of _____)

Owner Signature and Acknowledgment

The undersigned is/are the Owner(s) with respect to the below identified Unit in the Chimneys Condominium, and by my signature below do hereby approve, sign, and acknowledge the foregoing amendment to the Declaration pursuant to Paragraph 9 of Article XII of the Declaration and Section 18.8 of the Illinois Condominium Property Act:

EXECUTED this 20 day of Sept 2022

Deborah Ross _____
Printed Name _____ Print Name _____

Deborah Ross (trustee) _____
Signature _____ Signature _____

Unit Address: 555 Hill Terrace Winnetka _____

Being Voting Member of Unit # 306 in the Chimneys Condominium Association and having _____ % ownership in the common elements.

Acknowledgment

This document must be acknowledged in one of the three options below. If neither notary section is completed, then this document is deemed acknowledged via Option 1.

(Option 1: Section 18.8 - Notary Not Required)

This instrument is not required to be acknowledged before any notary public pursuant to Section 18.8(f) of the Illinois Condominium Property Act. In accordance therewith, the identity and signature of the above signatory has been authenticated to the satisfaction of the Board of Directors/Managers as follows: Submission through the Association Owner web portal via AppFolio offered by the Association's community association manager.

(Option 2: Notary - In An Individual Capacity)

This instrument was acknowledged before me on _____, 2022 by _____

(name of Owner(s) signing amendment above)

Notary Public Signature _____ (Seal)

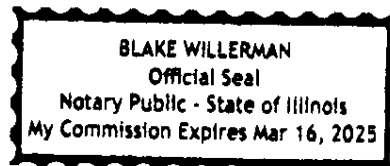
(Option 3: Notary - In A Representative Capacity)

This instrument was acknowledged before me on 9/20, 2022 by Deborah Ross

_____ as Trustee _____
(name) (type of authority, e.g., officer, trustee, etc.)

of Laurence A. Duvaney _____
(name of Owner on whose behalf the amendment was signed)

Blake Will _____
Notary Public Signature _____ (Seal)



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State of Illinois)
) SS
County of Cook)

Owner Signature and Acknowledgment

The undersigned is/are the Owner(s) with respect to the below identified Unit in the Chimneys Condominium, and by my signature below do hereby approve, sign, and acknowledge the foregoing amendment to the Declaration pursuant to Paragraph 9 of Article XII of the Declaration and Section 18.8 of the Illinois Condominium Property Act:

EXECUTED this 4th day of Oct 2022

Oliver Vuillermoz
Printed Name _____ Print Name _____

Signature _____ Signature _____

Unit Address: 156 Green Bay Road, unit H, Winnetka IL

Being Voting Member of Unit # _____ in the Chimneys Condominium Association and having 60693
% ownership in the common elements.

Acknowledgment

This document must be acknowledged in one of the three options below. If neither notary section is completed, then this document is deemed acknowledged via Option 1.

(Option 1: Section 18.8 - Notary Not Required)

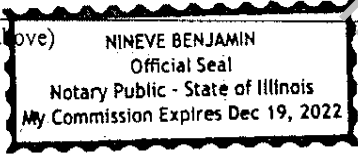
This instrument is not required to be acknowledged before any notary public pursuant to Section 18.8(f) of the Illinois Condominium Property Act. In accordance therewith, the identity and signature of the above signatory has been authenticated to the satisfaction of the Board of Directors/Managers as follows: Submission through the Association Owner web portal via AppFolio offered by the Association's community association manager.

(Option 2: Notary - In An Individual Capacity)

This instrument was acknowledged before me on October 4th, 2022 by _____

Oliver Vuillermoz
(name of Owner(s) signing amendment above)

[Signature]
Notary Public Signature (Seal)



(Option 3: Notary - In A Representative Capacity)

This instrument was acknowledged before me on _____, 20____ by _____

_____ as _____
(name) (type of authority, e.g., officer, trustee, etc.)

of _____
(name of Owner on whose behalf the amendment was signed)

Notary Public Signature (Seal)

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State of Illinois

County of Cook)
) SS

Owner Signature and Acknowledgment

The undersigned is/are the Owner(s) with respect to the below identified Unit in the Chimneys Condominium, and by my signature below do hereby approve, sign, and acknowledge the foregoing amendment to the Declaration pursuant to Paragraph 9 of Article XII of the Declaration and Section 18.8 of the Illinois Condominium Property Act:

EXECUTED this 12th day of September 2022

Phyllis E. Amabile
Printed Name

Print Name

Phyllis E. Amabile
Signature

Signature

Unit Address: 561 Hill Terrace #310 Winnetka, IL 60093

Being Voting Member of Unit # 310 in the Chimneys Condominium Association and having 1.5 % ownership in the common elements.

Acknowledgment

This document must be acknowledged in one of the three options below. If neither notary section is completed, then this document is deemed acknowledged via Option 1.

(Option 1: Section 18.8 - Notary Not Required)

This instrument is not required to be acknowledged before any notary public pursuant to Section 18.8(f) of the Illinois Condominium Property Act. In accordance therewith, the identity and signature of the above signatory has been authenticated to the satisfaction of the Board of Directors/Managers as follows: Submission through the Association Owner web portal via AppFolio offered by the Association's community association manager.

(Option 2: Notary - In An Individual Capacity)

This instrument was acknowledged before me on _____, 20____ by _____

(name of Owner(s) signing amendment above)

Notary Public Signature

(Seal)

(Option 3: Notary - In A Representative Capacity)

This instrument was acknowledged before me on _____, 20____ by _____

as _____ (name) _____ (type of authority, e.g., officer, trustee, etc.)

of _____ (name of Owner on whose behalf the amendment was signed)

Notary Public Signature

(Seal)

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State of Illinois)
County of Cook) SS

Owner Signature and Acknowledgment

The undersigned is/are the Owner(s) with respect to the below identified Unit in the Chimneys Condominium, and by my signature below do hereby approve, sign, and acknowledge the foregoing amendment to the Declaration pursuant to Paragraph 9 of Article XII of the Declaration and Section 18.8 of the Illinois Condominium Property Act:

EXECUTED this 20 day of Sep 2022

Patrick S. Coffey
Printed Name

Print Name

Patrick S Coffey
Signature

Signature

Unit Address: 555 Hill Terrace #C, Winnetka IL 60093

2.49 Being Voting Member of Unit # C in the Chimneys Condominium Association and having % ownership in the common elements.

Acknowledgment

This document must be acknowledged in one of the three options below. If neither notary section is completed, then this document is deemed acknowledged via Option 1.

(Option 1: Section 18.8 - Notary Not Required)

This instrument is not required to be acknowledged before any notary public pursuant to Section 18.8(f) of the Illinois Condominium Property Act. In accordance therewith, the identity and signature of the above signatory has been authenticated to the satisfaction of the Board of Directors/Managers as follows: Submission through the Association Owner web portal via AppFolio offered by the Association's community association manager.

(Option 2: Notary - In An Individual Capacity)

This instrument was acknowledged before me on _____, 20__ by _____

(name of Owner(s) signing amendment above)

Notary Public Signature (Seal)

(Option 3: Notary - In A Representative Capacity)

This instrument was acknowledged before me on _____, 20__ by _____

_____ as _____
(name) (type of authority, e.g., officer, trustee, etc.)

of _____
(name of Owner on whose behalf the amendment was signed)

Notary Public Signature (Seal)

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State of Illinois)
) SS
County of _____)

Owner Signature and Acknowledgment

The undersigned is/are the Owner(s) with respect to the below identified Unit in the Chimneys Condominium, and by my signature below do hereby approve, sign, and acknowledge the foregoing amendment to the Declaration pursuant to Paragraph 9 of Article XII of the Declaration and Section 18.8 of the Illinois Condominium Property Act:

EXECUTED this 29th day of September 2022.

SANIRA DIS:
Printed Name _____ Print Name _____

SANIRA DIS:
Signature _____ Signature _____

Unit Address: 551 Hill Terrace Unit 206, Winnetka, IL 60093.

Being Voting Member of Unit # 206 in the Chimneys Condominium Association and having _____% ownership in the common elements.

Acknowledgment

This document must be acknowledged in one of the three options below. If neither notary section is completed, then this document is deemed acknowledged via Option 1.

(Option 1: Section 18.8 - Notary Not Required)

This instrument is not required to be acknowledged before any notary public pursuant to Section 18.8(f) of the Illinois Condominium Property Act. In accordance therewith, the identity and signature of the above signatory has been authenticated to the satisfaction of the Board of Directors/Managers as follows: Submission through the Association Owner web portal via AppFolio offered by the Association's community association manager.

(Option 2: Notary - In An Individual Capacity)

This instrument was acknowledged before me on _____, 20____ by _____

(name of Owner(s) signing amendment above)

Notary Public Signature _____ (Seal)

(Option 3: Notary - In A Representative Capacity)

This instrument was acknowledged before me on _____, 20____ by _____

_____ as _____
(name) (type of authority, e.g., officer, trustee, etc.)

of _____
(name of Owner on whose behalf the amendment was signed)

Notary Public Signature _____ (Seal)

UNOFFICIAL COPY

State of Illinois)
County of Cook) SS

Owner Signature and Acknowledgment

The undersigned is/are the Owner(s) with respect to the below identified Unit in the Chimneys Condominium, and by my signature below do hereby approve, sign, and acknowledge the foregoing amendment to the Declaration pursuant to Paragraph 9) of Article XII of the Declaration and Section 18.8 of the Illinois Condominium Property Act

EXECUTED this 21st day of September 2022

Lisa R. Gills
Printed Name

N/A
Print Name

[Signature]
Signature

[Signature]
Signature

Unit Address: 547 Hill Terrace #201 Winnetka IL 60094

4.31 Being Voting Member of Unit # 201 in the Chimneys Condominium Association, and having 4.31 % ownership in the common elements.

Acknowledgment

This document must be acknowledged in one of the three options below. If neither notary section is completed, then this document is deemed acknowledged via Option 1.

(Option 1: Section 18.8 - Notary Not Required)

This instrument is not required to be acknowledged before any notary public pursuant to Section 18.8(f) of the Illinois Condominium Property Act. In accordance therewith, the identity and signature of the above signatory has been authenticated to the satisfaction of the Board of Directors/Managers as follows: Submission through the Association Owner web portal via AppFolio offered by the Association's community association manager.

(Option 2: Notary - In An Individual Capacity)

This instrument was acknowledged before me on 20 2022

(name of Owner(s) signing amendment above)

Notary Public Signature (Seal)

(Option 3: Notary - In A Representative Capacity)

This instrument was acknowledged before me on 20 2022 by

(name) as (type of authority, e.g., officer, trustee, etc.)

of (name of Owner on whose behalf the amendment was signed)

Notary Public Signature (Seal)

UNOFFICIAL COPY

State of Illinois)
County of Cook) SS

Owner Signature and Acknowledgment

The undersigned is/are the Owner(s) with respect to the below identified Unit in the Chimneys Condominium, and by my signature below do hereby approve, sign, and acknowledge the foregoing amendment to the Declaration pursuant to Paragraph 9 of Article XII of the Declaration and Section 18.8 of the Illinois Condominium Property Act:

EXECUTED this 16 day of September 2022

Peter E. Gilmore
Printed Name
[Signature]
Signature

Jeanick Muet
Print Name
[Signature]
Signature

Unit Address: 577 Hill Terrace, Winnetka, IL 60093

Being Voting Member of Unit # 301 in the Chimneys Condominium Association and having 100 % ownership in the common elements.

Acknowledgment
This document must be acknowledged in one of the three options below. If neither notary section is completed, then this document is deemed acknowledged via Option 1.

(Option 1: Section 18.8 - Notary Not Required)

This instrument is not required to be acknowledged before any notary public pursuant to Section 18.8(f) of the Illinois Condominium Property Act. In accordance therewith, the identity and signature of the above signatory has been authenticated to the satisfaction of the Board of Directors/Managers as follows: Submission through the Association Owner web portal via AppFolio offered by the Association's community association manager.

(Option 2: Notary - In An Individual Capacity)

This instrument was acknowledged before me on _____, 20__ by _____
(name of Owner(s) signing amendment above)

Notary Public Signature (Seal)

(Option 3: Notary - In A Representative Capacity)

This instrument was acknowledged before me on _____, 20__ by _____
as _____ (type of authority, e.g., officer, trustee, etc.)
of _____ (name of Owner on whose behalf the amendment was signed)

Notary Public Signature (Seal)

UNOFFICIAL COPY

State of Illinois)
County of COOK) SS

Owner Signature and Acknowledgment

The undersigned is/are the Owner(s) with respect to the below identified Unit in the Chimneys Condominium, and by my signature below do hereby approve, sign, and acknowledge the foregoing amendment to the Declaration pursuant to Paragraph 9 of Article XII of the Declaration and Section 18.8 of the Illinois Condominium Property Act.

EXECUTED this 25 day of SEPT 2022

JAN GROSSEUN
Printed Name

Print Name

[Signature]
Signature

Signature

Unit Address: 102-J GREEN BAY RD

Being Voting Member of Unit # 162J in the Chimneys Condominium Association and having 2.53 % ownership in the common elements.

Acknowledgment

This document must be acknowledged in one of the three options below. If neither notary section is completed, then this document is deemed acknowledged via Option 1.

(Option 1: Section 18.8 - Notary Not Required)

This instrument is not required to be acknowledged before any notary public pursuant to Section 18.8(f) of the Illinois Condominium Property Act. In accordance herewith, the identity and signature of the above signatory has been authenticated to the satisfaction of the Board of Directors/Managers as follows: Submission through the Association Owner web portal via AppFolio offered by the Association's community association manager.

(Option 2: Notary - In An Individual Capacity)

This instrument was acknowledged before me on _____, 20__ by _____

(name of Owner(s) signing amendment above)

Notary Public Signature (Seal)

(Option 3: Notary - In A Representative Capacity)

This instrument was acknowledged before me on _____, 20__ by _____

as _____ (name) _____ (type of authority, e.g., officer, trustee, etc.)

of _____ (name of Owner on whose behalf the amendment was signed)

Notary Public Signature (Seal)

UNOFFICIAL COPY

State of Illinois)
) SS
County of _____)

Owner Signature and Acknowledgment

The undersigned is/are the Owner(s) with respect to the below identified Unit in the Chimneys Condominium, and by my signature below do hereby approve, sign, and acknowledge the foregoing amendment to the Declaration pursuant to Paragraph 9 of Article XII of the Declaration and Section 18.8 of the Illinois Condominium Property Act:

EXECUTED this 28 day of SEPT 2022

JAMES MARONEK
Printed Name

CAROLE MARONEK
Print Name

James Maronek
Signature

Carole A. Maronek
Signature

Unit Address: 158 GREEN BAY RD. WINNETKA IL 60093

Being Voting Member of Unit # 9 in the Chimneys Condominium Association and having 1.81 % ownership in the common elements.

Acknowledgment

This document must be acknowledged in one of the three options below. If neither notary section is completed, then this document is deemed acknowledged via Option 1.

(Option 1: Section 18.8 - Notary Not Required)

This instrument is not required to be acknowledged before any notary public pursuant to Section 18.8(f) of the Illinois Condominium Property Act. In accordance therewith, the identity and signature of the above signatory has been authenticated to the satisfaction of the Board of Directors/Managers as follows: Submission through the Association Owner web portal via AppFolio offered by the Association's community association manager.

(Option 2: Notary - In An Individual Capacity)

This instrument was acknowledged before me on _____, 20__ by _____

(name of Owner(s) signing amendment above)

Notary Public Signature (Seal)

(Option 3: Notary - In A Representative Capacity)

This instrument was acknowledged before me on _____, 20__ by _____

(name)

as _____

(type of authority, e.g., officer, trustee, etc.)

of _____
(name of Owner on whose behalf the amendment was signed)

Notary Public Signature (Seal)

UNOFFICIAL COPY

State of Illinois)
County of Cook) SS

Owner Signature and Acknowledgment

The undersigned is/are the Owner(s) with respect to the below identified Unit in the Chimneys Condominium, and by my signature below do hereby approve, sign, and acknowledge the foregoing amendment to the Declaration pursuant to Paragraph 9 of Article XII of the Declaration and Section 18.8 of the Illinois Condominium Property Act.

EXECUTED this 28th day of September 2017

Maria Pech

Printed Name

[Signature]

Signature

Michael Ariva

Print Name

[Signature]

Signature

Unit Address: 5601 Hill Terrace Unit 309, Winnetka, IL 60093

Being Voting Member of Unit # 309 in the Chimneys Condominium Association and having 1.55 % ownership in the common elements.

Acknowledgment

This document must be acknowledged in one of the three options below. If neither notary section is completed, then this document is deemed acknowledged via Option 1.

(Option 1: Section 18.8 - Notary Not Required)

This instrument is not required to be acknowledged before any notary public pursuant to Section 18.8(f) of the Illinois Condominium Property Act. In accordance therewith, the identity and signature of the above signatory has been authenticated to the satisfaction of the Board of Directors/Managers as follows: Submission through the Association Owner web portal via AppFolio offered by the Association's community association manager.

(Option 2: Notary - In An Individual Capacity)

This instrument was acknowledged before me on _____, 20____ by _____

(name of Owner(s) signing amendment above)

Notary Public Signature (Seal)

(Option 3: Notary - In A Representative Capacity)

This instrument was acknowledged before me on _____, 20____ by _____

(name) as (type of authority, e.g., officer, trustee, etc.)

of (name of Owner on whose behalf the amendment was signed)

Notary Public Signature (Seal)

UNOFFICIAL COPY

State of Illinois)
County of Cook) SS

Owner Signature and Acknowledgment

The undersigned is/are the Owner(s) with respect to the below identified Unit in the Chimneys Condominium, and by my signature below do hereby approve, sign, and acknowledge the foregoing amendment to the Declaration pursuant to Paragraph 9 of Article XII of the Declaration and Section 18.8 of the Illinois Condominium Property Act:

EXECUTED this 21 day of September 2022

MARY QUISH
Printed Name

Print Name

Mary Quish
Signature

Signature

Unit Address: 152 GREEN BAY RD UNIT E

Being Voting Member of Unit # E in the Chimneys Condominium Association and having 3.79 % ownership in the common elements.

Acknowledgment

This document must be acknowledged in one of the three options below. If neither notary section is completed, then this document is deemed acknowledged via Option 1.

(Option 1: Section 18.8 - Notary Not Required)

This instrument is not required to be acknowledged before any notary public pursuant to Section 18.8(f) of the Illinois Condominium Property Act. In accordance therewith, the identity and signature of the above signatory has been authenticated to the satisfaction of the Board of Directors/Managers as follows: Submission through the Association Owner web portal via AppFolio offered by the Association's community association manager.

(Option 2: Notary - In An Individual Capacity)

This instrument was acknowledged before me on _____, 20__ by _____

(name of Owner(s) signing amendment above)

Notary Public Signature (Seal)

(Option 3: Notary - In A Representative Capacity)

This instrument was acknowledged before me on _____, 20__ by _____

_____ as _____
(name) (type of authority, e.g., officer, trustee, etc.)

of _____
(name of Owner on whose behalf the amendment was signed)

Notary Public Signature (Seal)

UNOFFICIAL COPY

State of Illinois)
County of COOK) SS

Owner Signature and Acknowledgment

The undersigned is/are the Owner(s) with respect to the below identified Unit in the Chimneys Condominium, and by my signature below do hereby approve, sign, and acknowledge the foregoing amendment to the Declaration pursuant to Paragraph 9 of Article XII of the Declaration and Section 18.8 of the Illinois Condominium Property Act:

EXECUTED this 29 day of Septmeber 2022

CHARLES SEYMOUR

Printed Name

Print Name

Charles Seymour *CH Seymour*

Signature

Signature

Unit Address: 156 1/2 Green Bay Road, Winnetka, IL

3.03 Being Voting Member of Unit # 404 in the Chimneys Condominium Association and having % ownership in the common elements.

Acknowledgment

This document must be acknowledged in one of the three options below. If neither notary section is completed, then this document is deemed acknowledged via Option 1.

(Option 1: Section 18.8 - Notary Not Required)

This instrument is not required to be acknowledged before any notary public pursuant to Section 18.8(f) of the Illinois Condominium Property Act. In accordance therewith, the identity and signature of the above signatory has been authenticated to the satisfaction of the Board of Directors/Managers as follows: Submission through the Association Owner web portal via AppFolio offered by the Association's community association manager.

(Option 2: Notary - In An Individual Capacity)

This instrument was acknowledged before me on _____, 20__ by _____

(name of Owner(s) signing amendment above)

Notary Public Signature (Seal)

(Option 3: Notary - In A Representative Capacity)

This instrument was acknowledged before me on _____, 20__ by _____

(name) as _____
(type of authority, e.g., officer, trustee, etc.)

of _____
(name of Owner on whose behalf the amendment was signed)

Notary Public Signature (Seal)

UNOFFICIAL COPY

State of Illinois)
County of Cook) SS

Owner Signature and Acknowledgment

The undersigned is/are the Owner(s) with respect to the below identified Unit in the Chimneys Condominium, and by my signature below do hereby approve, sign, and acknowledge the foregoing amendment to the Declaration pursuant to Paragraph 9 of Article XII of the Declaration and Section 18.8 of the Illinois Condominium Property Act:

EXECUTED this 18th day of September 2022

Andrew W. Smyth
Printed Name

Andrew W. Smyth
Signature

Teri Sheridan Smyth
Print Name

Teri Sheridan Smyth
Signature

Unit Address: 551 Hill Terrace, Winnetka, IL 60093

Being Voting Member of Unit # 305-405 in the Chimneys Condominium Association and having 4.47 % ownership in the common elements.

Acknowledgment

This document must be acknowledged in one of the three options below. If neither notary section is completed, then this document is deemed acknowledged via Option 1.

(Option 1: Section 18.8 - Notary Not Required)

This instrument is not required to be acknowledged before any notary public pursuant to Section 18.8(f) of the Illinois Condominium Property Act. In accordance therewith, the identity and signature of the above signatory has been authenticated to the satisfaction of the Board of Directors/Managers as follows: Submission through the Association Owner web portal via AppFolio offered by the Association's community association manager.

(Option 2: Notary - In An Individual Capacity)

This instrument was acknowledged before me on _____, 20__ by _____

(name of Owner(s) signing amendment above)

Notary Public Signature (Seal)

(Option 3: Notary - In A Representative Capacity)

This instrument was acknowledged before me on _____, 20__ by _____

_____ as _____
(name) (type of authority, e.g., officer, trustee, etc.)

of _____
(name of Owner on whose behalf the amendment was signed)

Notary Public Signature (Seal)

UNOFFICIAL COPY

State of Illinois)
County of Cook) SS

Owner Signature and Acknowledgment

The undersigned is/are the Owner(s) with respect to the below identified Unit in the Chimneys Condominium, and by my signature below do hereby approve, sign, and acknowledge the foregoing amendment to the Declaration pursuant to Paragraph 9 of Article XII of the Declaration and Section 18.8 of the Illinois Condominium Property Act:

EXECUTED this 22 day of September 2022

Jane Westhoff
Printed Name

Print Name

Jane Westhoff
Signature

Signature

Unit Address: 561 Hill Terrace, #209 Winnetka, IL 60093

Being Voting Member of Unit # 209 in the Chimneys Condominium Association and having 8.62 % ownership in the common elements.

Acknowledgment

This document must be acknowledged in one of the three options below. If neither notary section is completed, then this document is deemed acknowledged via Option 1.

(Option 1: Section 18.8 - Notary Not Required)

This instrument is not required to be acknowledged before any notary public pursuant to Section 18.8(l) of the Illinois Condominium Property Act. In accordance therewith the identity and signature of the above signatory has been authenticated to the satisfaction of the Board of Directors/Managers as follows: Submission through the Association Owner web portal via AppFolio offered by the Association's community association manager.

(Option 2: Notary - In An Individual Capacity)

This instrument was acknowledged before me on _____, 20__ by _____

(name of Owner(s) signing amendment above)

Notary Public Signature (Seal)

(Option 3: Notary - In A Representative Capacity)

This instrument was acknowledged before me on _____, 20__ by _____

(name) as _____
(type of authority, e.g., officer, trustee, etc.)

of _____
(name of Owner on whose behalf the amendment was signed)

Notary Public Signature (Seal)

UNOFFICIAL COPY

State of Illinois)
) SS
County of _____)

Owner Signature and Acknowledgment

The undersigned is/are the Owner(s) with respect to the below identified Unit in the Chimneys Condominium, and by my signature below do hereby approve, sign, and acknowledge the foregoing amendment to the Declaration pursuant to Paragraph 9 of Article XII of the Declaration and Section 18.8 of the Illinois Condominium Property Act:

EXECUTED this 30 day of September 2022

TED WINDSOR
Printed Name
[Signature]
Signature

JULIE WINDSOR
Print Name
[Signature]
Signature

Unit Address: 549 Hill Terrace #304 Winnetka IL 60093

2.9 Being Voting Member of Unit # 304 in the Chimneys Condominium Association and having 2.9 % ownership in the common elements.

Acknowledgment

This document must be acknowledged in one of the three options below. If neither notary section is completed, then this document is deemed acknowledged via Option 1.

(Option 1: Section 18.8 - Notary Not Required)

This instrument is not required to be acknowledged before any notary public pursuant to Section 18.8(f) of the Illinois Condominium Property Act. In accordance therewith, the identity and signature of the above signatory has been authenticated to the satisfaction of the Board of Directors/Managers as follows: Submission through the Association Owner web portal via AppFolio offered by the Association's community association manager.

(Option 2: Notary - In An Individual Capacity)

This instrument was acknowledged before me on _____, 20__ by _____

(name of Owner(s) signing amendment above)

Notary Public Signature (Seal)

(Option 3: Notary - In A Representative Capacity)

This instrument was acknowledged before me on _____, 20__ by _____

_____ as _____
(name) (type of authority, e.g., officer, trustee, etc.)

of _____
(name of Owner on whose behalf the amendment was signed)

Notary Public Signature (Seal)