# FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS FOR THE GREENLEAF CONDOMINIUM ASSOCIATION

This First Amendment to the Declaration of Condominium Ownership and By-Laws For the Greenleaf Condominium Association is made and entered into this <a href="https://linearch.org/linearch

#### WITNESSETH:

The Board and the Unit Owners desire to amend the Declaration recorded November 21, 1983 ("Declaration") and the By-Laws which are the governing documents of the Greenleaf Condominium Association ("Association"), located at 1600 West Greenleaf Avenue, Chicago, Illinois (legal description is attached hereto as Exhibit "B"); and

The Board and the Unit Owners desire to amend Articles I, VI, IX, XIV, XVI and XVII of the Declaration to incorporate recent revisions to the Illinois Cordominium Property Act (the "Act") and make certain changes to the Declaration to facilitate the operation of the Association; and

Article XIX, Section 6 of the Ceclaration requires that (i) the provisions of the Declaration may be amended by a written instrument; (ii) signed and acknowledged by the Board of Directors, and at least seventy-five percent (75%) of the Board of Directors and Unit Owners owning seventy-five percent (75%) of the ownership interest; and (iii) the instrument setting rorth such amendment shall be recorded; and

The amendments set forth below have been approved by seventyfive percent of the Board of Directors and the Approving Unit Owners who own at least seventy-five percent of the ownership interest of the Units at a meeting of the Unit Owners held pursuant to due notice on November 19, 1989;

NOW THEREFORE, the Declaration and the By-Laws are hereby amended as follows:

1. Article I, Section (i) of the Declaration, is hereby amended by deleting said section in its entirety, and substituting in its place and stead the following:

#### ARTICLE I

#### DEFINITIONS

(i) "Majority" or "majority of the Unit Owners" means the owners of more than fifty percent (50%) of the undivided ownership of

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the Common Elements. Any specified percentage of Unit Owners means that percentage of Unit Owners who in the aggregate own such specified percentage of the entire undivided ownership of the Common Elements. "Majority of the members of the Board of Directors" means more than 50% of the total number of persons constituting the Board pursuant to Article II, Section 7 of the By-laws.

2. Article VI, Section 4 of the Declaration, is hereby amended by deleting said section in its entirety, and substituting in its place and stead, the following:

#### ARTICLE VI

#### INSURANCE

- 4. Norkmen's Compensation and Other Insurance. of Directors shall acquire, as a common expense, workmen's of Directors shall acquire, as a common expense, workmen's compensation insurance as may be necessary to comply with applicable of laws and such other forms of insurance as the Board, in its judgment 2 shall elect to obtain, including, but not limited to insurance for the Association, its officers and manager against liability from good faith actions allededly beyond the scope of their authority. The Board shall require that (1) all officers, employees or other persons who either handle or are responsible for funds held or administered by the Association shall furnish fiduciary insurance coverage which covers the maximum amount of funds that will be in the custody of the Association plus the Association reserve funds, and (2) any management company who handles or is responsible for funds held or administered by the Association shall furnish a fidelity bond to the Association which covers the maximum amount of Association funds and reserves that will be in the custody of the management company. Fiduciary insurance coverage shall include both a fidelity bond and directors and officers' liability coverage. The fidelity bond shall be for the full amount of Association funds and reserves that will be in the custody of the Association. The amount of directors and officers liability coverage shall be procured for amounts deemed reasonable by the Board of Directors.
- 3. Article IX of the Declaration, which Article was previously omitted, is hereby amended by adding the following:

#### ARTICLE IX

#### SALE, LEASING OR OTHER ALIENATION

1. Unrestricted Transfers. Subject to Section 2 below, a Unit Owner may, without restriction under this Declaration, sell, give, devise, lease or otherwise transfer his Unit, or any interest therein, to his spouse, or to his child, parent, brother or sister, or to any one or more of them, or to any trustee of a trust, the sole beneficiary of which is the Unit Owner or his spouse, child, parent, brother, or sister, or any one or more of them. Notice of

any such unrestricted transfer shall be given to the Board within five (5) days following consummation of such transfer.

- 2. Limit on Term of Lease. No Unit, or interest therein, shall be leased by a Unit Owner for a term greater than two (2) years. 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 the Declaration and By-laws, of the Unit Owner making such lease and the lease shall expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of said obligations. Upon the expiration or termination of such lease, or in the event of any attempted subleasing hereunder, the provisions below with respect to the Association's right of first option shall again apply to said Unit.
- 3. Notice to Association of Certain Transfers. Whenever a Unit Owner shall propose to sell, give, devise, lease or otherwise transfer his Unit, or any interest therein, to any person or entity other than a person or entity described in Section 1 of this Article, said Unit Owner shall give the Association not less than thirty (30) days prior written notice of the proposed transfer, which notice shall briefly describe the type of transfer proposed by the Unit Owner and shall state the name, address and financial and character references of the proposed transferee. The notice shall also include a copy of the proposed lease, contract for sale or other documents, if any, effecting said transfer.

#### 4. Association's Pirst Option to Purchase.

- (a) <u>Sale or Lease</u>. If a Unit Owner proposes to sell or lease his Unit, or any interest therein, to any person or entity other than a person or entity described in Section 1 of this Article, for a period of thirty (30) days following the date notice of said proposed transfer is given to the Association, the Association shall have the first right, at its option, to purchase or lease such Unit from said Unit Owner (the "transferring party") upon the terms described in said notice.
- (b) Gift. If a Unit Owner proposes to make a gift of his Unit or any interest therein, to any person or entity, other than a person or entity described in subparagraph (a), above, for a period of thirty (30) days following the date notice of said proposed transfer is given to the Association, the Association shall have the first right, at its option, to purchase such Unit. The price to be paid by the Association for said Unit, or interest therein, shall be agreed upon by the Unit Owner (the "transferring party") and the Association, or, if not promptly agreed upon, shall be determined in accordance with the procedure set forth in Section 5 of this Article.
  - (c) Devise. If a Unit Owner dies and, pursuant to his

will or applicable law, his Unit, or any interest therein, is admitted to probate during a period of one hundred and sixty (160) days after appointment of a personal representative of said deceased Unit Owner, who is empowered to sell said Unit, or during a period of six (6) months after appointment of such a personal representative who is not so empowered, whichever period is shorter, the Association shall have the first right, at its option, to purchase the Unit either from the devisee or recipient thereof named in the will or pursuant to any applicable law, or from the personal representative of the deceased Unit Owner, if any, who is empowered to sell the Unit (the "transferring party"). The price to be paid by the Association for the Unit, or interest therein, shall be agreed upon by the Association and said transferring party, or, if not promptly agreed upon, shall be determined in accordance with the procedure set forth in Section 5 of this Article.

- 5. Determination of Disputed Purchase Price. If the price to be paid by the Association for a Unit or interest therein, pursuant to Sections 4(b) and (c), above, is not promptly agreed upon, said price shall be equal to the fair market value of the Unit, as determined by an M.A.I. appraiser mutually agreed upon by the transferring party and the Association, and, in the event of no prompt agreement on said appraiser, by a majority decision of three M.A.I. appraisers, one chosen by the transferring party, one chosen by the Association and the third chosen by the two appraisers. The cost of said appraiser or appraisers shall be paid one-half by the transferring party and one-half by the Association as a common expense.
- 6. Election Not to Exercise First Option. The Board shall have authority, on behalf of and in the name of the Association, to elect not to exercise the Association's first option hereunder, and shall promptly give written notice of said election to the transferring party. Upon receipt of notice of a proposed transfer, the Board shall, within ten (10) days thereafter, hold a meeting of directors or poll all directors for the purpose of voting upon whether the Board shall elect not to exercise the Association's first option hereunder. The Association shall be decred to have elected not to exercise its first option if either (i) the Association notifies the transferring party that it has elected not to exercise its option, or (ii) the Association fails to notify the transferring party, before expiration of the applicable option period provided herein, that the Association elects to exercise its option.

If the Association elects not to exercise its first option, in the case of a proposed sale, lease or gift of a Unit, the transferring party may proceed to close said proposed transfer any time within forty-five (45) days after said election. Thereafter, said transfer of the Unit, or any interest therein, shall become again subject to the Association's right of first option, as herein provided.

A certificate executed by the President, Vice President, Secretary or other duly authorized officer of the Association, certifying that the Association, by its Board, has elected not to exercise its first option, shall be conclusive evidence of such election and of a Unit Owner's compliance with the provisions hereof. Such a certificate shall be furnished to a Unit Owner upon his compliance with the provisions hereof, provided the Unit Owner requests such certificate from the Association in writing and pays the Association a reasonable fee for said certificate.

In the event the Board recommends to the Unit Owners that the Association elect to exercise its option, the Board shall call and hold a meeting of all the Unit Owners, within the twenty (20) days following its determination to recommend such election. The purpose of the meeting is to determine whether the Association will elect to exercise its option. If Unit Owners owning not less than seventy-of five percent (75%) of the total ownership of the Common Elements, by affirmative rate at such meeting or by written proxy or consent, elect to exercise the Association's option, then the Board shall promptly give written notice of said election to the transferring party.

The Association shall be deemed to have exercised its option hereunder if it tenders the required sum of money to the transferring party within the applicable or comperiod provided herein.

- 8. Association's Right to Porchase at a Judicial Sale. The Board shall have the power and authority to bid and purchase, for and on behalf of the Association, any Unit, or interest therein, at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for common expenses under the Act, or an order or direction of a court, or at any other involuntary sale, upon the consent or approval of Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Elements. Such consent shall set forth a maximum price which the Board or its duly authorized agent may bid and pay for said Unit.
- 9. Financing of Purchase by Association. The Poird shall have authority to make such mortgage arrangements and special assessments proportionately among the respective Unit Owners, and other such financing arrangements, as the Board may deem desirable, in order to close and consummate the purchase or lease of a Unit, or interest therein, by the Association. However, no such financing arrangement may be secured by an encumbrance on any interest in the Property other than the Unit, or interest therein, to be purchased or leased, and the percentage interest in the Common Elements appurtenant thereto.

#### 10. Miscellaneous.

- (a) A transfer or lease of a Unit, or interest therein, by or to the Board, or the holder of any mortgage on a Unit which comes into the possession of the mortgaged Unit pursuant to remedies provided in such mortgage, or pursuant to foreclosure of such mortgage, or pursuant to a deed (or assignment) in lieu of foreclosure of such mortgage or a transfer, shall not be subject to the provisions of this Article IX.
- pursuant to the terms hereof, in nominge thereof delegated by the Board, io. all Unit Owners. The Board shall have the authority to sell lease or sublease said Unit on behalf of the Association upon such terms as the Board shall deem desirable, but in no event shall a Unit be sold for less than the amount paid by the Association to purchase said Unit unless Unit Owners owning not less than five percent (75%) of the total ownership of the Common from such a sale, lease or sublease from such a sale, lease or sublease of the Owners in such manner as
- (c) All notices referred to or required under this Article IX shall be given in the manner provided in this Declaration for the giving of notices.
- (d) The provisions of this Article IX with respect to the Association's right of first option shall be and remain in full force and effect until the Property as a whole shall be sold or removed from the provisions of the Act, as provided therein, unless the provisions of this Article are sooner rescinded or amended by the Unit Owners.
- (e) The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of this Article IX, for purpose of implementing and effectuating said provisions.
- (f) If any transfer or lease of a Unit is made or attempted without complying with the provisions of this Article IX, such transfer or lease shall be subject to each and all of the rights and options of, and remedies and actions available to, the Association hereunder and otherwise. The proposed purchaser or lessee shall not occupy a Unit until the Unit Owner fully complies with the sale and lease requirements prescribed by Sections 2 and 3 of this Article IX, and the Board approves or waives the Association's rights with respect to the transaction.
- (g) In the event of any transfer of a Unit, or any interest therein, the transferee shall be jointly and severally liable with the transferror for all unpaid assessments of the transferror accrued

and payable prior to the date of transfer.

4. Article XIV, Sections 1(b) and 1(e), and Sections 2(p), 2(s) and 2(v), are hereby amended by deleting said sections in their entirety, and substituting, in their place and stead, the following:

#### ARTICLE XIV

#### BOARD OF MANAGERS

#### 1. Board of Managers (Board of Directors).

(b) At the initial meeting, the Voting Members shall elect five (5) Board Members. In all elections for members of the Board, each Voting Member shall be entitled to cumulate his votes in the manner provided by law and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. The three (3) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. In the event of a tie vote, the members of the Board shall determine which members shall have the two (2) year terms and which members shall have the one (1) year term. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each. The Voting Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease the term of office of Board members at any annual or special meeting; provided that such number shall not be less than three (3), and the terms of at icast one-third (1/3) of the persons on the Board shall expire annually and that no Board member shall be elected to a term in excess of two (2) years; notwithstanding the fact that a Board Member may be re-elected at the expiration of his term. Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of Voting Members having two-thirds (2/3) of the total votes.

vacancies in the Board shall be filled by the remaining members of the Board by a two-thirds (2/3) vote until the next annual meeting of the Unit Owners, or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty (20%) percent of the votes of the Association requesting a special meeting of the Unit Owners to fill the vacancy for the balance of the term. Thereupon, a meeting of the Unit Owners shall be called for the purpose of filling a vacancy on the Board no later than thirty (30) days following the filing of the petition to fill the vacancy.

Except as otherwise provided in this Declaration, the Property shall be managed by the Board, and the Board shall act by majority vote of those present at its meeting of the Board which shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may adopt.

- (e) The Board shall meet at least four (4) times annually, on the first Monday of February, May, August, and October and at such times as the Board deems necessary. Meetings of the Board of Managers shall be open to any Unit Owner, except for the portion of any meeting held to (1) discuss litigation when an action against or on behalf of the particular association has been filed and is pending in a court or administrative tribunal, or when the Board of Managers finds that such an action is probable or imminent; (2) to consider information regarding employment or dismissal of an employee; or (2) to discuss violations of rules and regulations or a unit owner's unpaid share of common expenses. Notice of such meeting shall be mailed or delivered at least 48 hours prior thereto unless a written wayver of such notice is signed by the person or persons entitled to such notice before the meeting is convened.

  Copies of notices of neetings of the Board of Managers shall be posted in entranceways, elevators, or other conspicuous places in the condominium at least 48 hours prior to the meeting of the Board. Except where there is no common entranceway for 7 or more units, the Board may designate one or more locations in the proximity of these units where the notices of meetings shall be posted.
- 2. General Powers of the Board. The powers and duties of the Board of Managers shall include, but shall not be limited to, the following matters:
- (p) The Board or its agent upon reasonable notice may enter any Unit when necessary for the maintenance, repair or replacement of any Common Elements located in or acceptible from the Units, or to inspect and remedy any problem relating to water infiltration or otherwise affecting the health or safety of the Property and the residents. Such persons shall have immediate access to the Unit and Limited Common Elements to make emergency repairs that are necessary to prevent damage to the Common Elements or other Units. Any damage to a unit caused by repairs to the Common Elements shall be repaired by the Board as a common expense.
- (s) The Board may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Unit Owners and Occupants of the Property. Prior to adoption of any rules or amendments thereto, the Board shall call a special meeting of the Unit Owners upon ten (10) to thirty (30) days written notice for the purpose of discussing the proposed rules and regulations, and shall submit the full text

of the proposed rules to the Unit Owners prior to the meeting.

- (v) Upon authorization by the affirmative vote of not less than a majority of the Voting Members at a meeting duly called for such purposes, or a two-thirds vote of the members of the Board, the Board, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any real property, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as Common Expenses.
- 5. Article XV, Section 1 is hereby amended by deleting Section 1 in its entitety and substituting subsections 1(a) and (b) as follows:

#### ARTICLE XV

#### Members (UNIT CWNERS)

#### 1. Voting Rights.

- (a) Members. There shall be one person with respect to each Unit Ownership who shall be entitled to cast a vote as a Voting Member at any meeting of the Unit Owners. Such Voting Member shall be the Unit Owner or the designated representative of the Unit Owner. Such designations shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator or by written notice to the Board by the Unit Owner or Unit Owners. Any or all Unit Owners of a Unit Ownership, and their designee, if any, may be present at any meeting of the Voting Members, but only the Voting Member of the Unit Ownership may vo'e or take any other action as a Voting Member either in person or by proxy. The total number of votes of all Voting Members shall be 100, and each Unit Owner shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit . The Association shall have one class of membership only and that nothing contained in these Condominium Instruments shall permit or allow different classes of membership among the Unit Owners.
- (b) <u>Contract Purchasers</u>. During such times as he or she resides in the <u>Unit</u>, the purchaser of a <u>Unit</u> under an installment contract shall be counted toward a quorum for purposes of electing the Board of Managers, shall be entitled to vote for the election of Board members, and shall be eligible for election to the Board. The foregoing rights of an installment contract purchaser shall not apply if the seller expressly retains in writing all the rights stated in this Section 1(b).

6. Article XV, Section 2(a) is hereby amended by deleting said subsection, and substituting, in lieu thereof, the following:

#### 2. Meetings.

- (a) Meetings of the Voting Members shall be held at the Property or at such other place in Cook County, Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy at an meeting of twenty percent (20%) of the Voting Members shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes represented at such meeting.
- 7. Article XVI, Section 1 is hereby amended by deleting said subsection in its entirety, and substituting in lieu thereof, the following:

#### ARTICLE XVI

#### ASSESSAINTS - MAINTENANCE FUND

1. <u>Estimated Annual Rodget and Assessments</u>. Each year, on or before November 1, the Board shall estimate the total amount necessary to pay the cost of all common expenses which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. The annual budget shall set forth with particularity all anticipated common expenses by category as well as all anticipated assessments and other income. The budget shall contain specific itemizations for capital expenditures, repairs, and real estate taxes. The budget shall also set forth each Unit Owner's proposed common expense assessment. Each Unit Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board of Managers, a copy of the proposed annual budget. The annual budget shall take into account the estimated net available cash income for the year from the operation or use of the Common Elements according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Appendix "B" attached hereto. Each Unit Owner shall receive notice in the same manner as is provided in this Declaration for membership meetings, or any meeting of the Board of Managers concerning the adoption of the proposed annual budget or any increase, established of an assessment. Said meetings of the Board of Managers shall be open to any Unit Owner, and that notice of such meeting shall be mailed or delivered at least fortyeight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting in convened.

- 8. Article XVI, Section 5 is hereby amended by deleting said section in its entirety and substituting, in lieu thereof, the following:
- 5. Books and Records. The Board shall keep full and correct books and account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payment shall be available for inspection by any Unit Owner or any representative of the Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours upon the written request of the Unit Owner. Upon ten (10) days notice to the Poard and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unraid assessments or other charges due and owing from such Unit Owner.
- 9. Article XVII, Section 8 is hereby amended by deleting said section in its entirety and substituting in its place and stead, the following:

ARTICLE XVII

### COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

8. Pet, etc. No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements. No dogs, cats, or other household pets may be kept in any Unit; provided, however, that on the effective date of this Amendment, residents may keep existing household pets in the Units, but such pets shall not be replaced upon death or otherwise; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Board.

IN WITNESS WHEREOF, the Board and Approving Unit Owners have duly executed this Amendment on the day and year first above written.

BOARD OF DIRECTORS OF THE GREENLEAF CONDOMINION ASSOCIATION

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APPROVING UNIT OWNERS (as set forth in Exhibit "A" attached hereto and made a part hereof)

Their Attorney-In fact

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The Approving Unit Owners of the following Condominium Units at the Greenleaf Association:

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#### Exhibit "B"

#### LEGAL DESCRIPTION

The East 30.0 feet of Lot 18 and all of Lot 19 in Block 16 in Rogers Park, a subdivision in Sections 31 and 32, Township 41 North, Range 14 East of the Third Principal Meridian; also Lots 1, 2, 3 and 4 in the resubdivision of Lots 20, 21 and 22 in Block 16 in Rogers Park in Sections 31 and 32, Township 41 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

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We Thirt Or Cook County Clerk's Office



#### Exhibit "C"

#### MORTGAGE CERTIFICATE

I, Victor Monzon, being duly sworn on oath state that I am the duly elected President of the GREENLEAF CONDOMINIUM ASSOCIATION and do hereby certify that on the 28th day of March, 1990, a copy of the foregoing First Amendment to the Declaration of Condominium Ownership and By-Laws of the GREENLEAF CONDOMINIUM ASSOCIATION was mailed by certified mail to all mortgagees having bona fide liens of record against the units in the GREENLEAF CONDOMINIUM ASSOCIATION.

Victor Monzon, as President

Int Clert's Office

Sworn and Subscribed to me on this

5th day of

1990

Notary Public

"OFFICIAL SEAL"
Bryon I Schematz
Notary Public, State of Minois
My Commission Expires 2/3/94

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STATE OF ILLINOIS )
) SS. COUNTY OF C O O K )
for the County and State aforesaid, DO HEREBY CERTIFY that
for the County and State aforesaid, DO HEREBY CERTIFY that
Leslie L. Moy, Victor Monzon, Pearl Porrez
Glen R. Dunne and <u>Jerome W. Ketzback</u> , personally known to me to be the same persons whose names are
subscribed to the foregoing First Amendment to the Declaration of
Condominium Ownership And By-Laws For the Greenleaf Condominium
Association, appeared before me this day in person and acknowledged that they signed and delivered the said Amendment as their free
and voluntary act and as the free and voluntary act of the Greenleaf
Association for the uses and purposes set forth therein.
Given under my hand and notarial seal this day of, 1990.
OFFICIAL SEALT Notary Public
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】 「M270」を示する (Tip of files)。 )
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STATE OF ILLINOIS )
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COUNTY OF COOK ) COOK COUNTY RECORDER
I, <u>Victor Monzon</u> , a Notary Public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that
Victor Monzon whose name is subscribed to the foregoing instrument
as attorney-in-fact of the Approving Unit. Owners, appeared before me this day in person and acknowledged that he signed and delivered
the said First Amendment to the Declaration of Condominium Ownership
And By-Laws for the Greenleaf Condominium Association as his own
free and voluntary act as attorney-in-fact of the Approving Unit
Owners consisting of voting members having a majority of the votes for the uses and purposes therein set forth.
Given under my hand and notarial seal this 199 day of Murch
, 1990.
An tul
Notary Public (

MAIL TO ALD PLEASED BY:

MARK D. PEAKLSTEIN

BOEHM. PEARLSTEIN & MONAHAN. LTD.

38 NORTH LASALLE STREET

SUTTE 3500

CHICAGO, IL 60602

"OFFICIAL SEAL"
Bryon I Schwatz
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My Commission Expires 2/3/94

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Property of County Clerk's Office

\*OFFICIAL SEAL"
Brysn i Schwarte
Notary Public, State of Effects
My Commission Explice, 2/3/94