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AMENDMENT TO DRIFTWOOD MANOR
THE DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
DRIFTWOOD MANOR CONDOMINIUM ASSOCIATION

This document is recorded for the purpose of amending the Declaration of Condominium Ownership (hereafter the "Declaration") for Driftwood Manor Condominium Association (hereafter the "Association") which Declaration was recorded on 2/6/73 as Document No. 22311885 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A" attached hereto.

This amendment is adopted pursuant to the provisions of Paragraph 17 of the aforesaid Declaration. Said section provides that this Amendment, the text of which is set forth below, shall become effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois, of an instrument in writing setting forth the change, provided the same is signed and acknowledged by all of the members of the Board of Managers of Driftwood Manor Condominium Association (the "Board"), signed by at least seventy-five percent (75%) of the Unit Owners and provided further that it contains an affidavit by an officer of the Board, certifying that a copy of the change has been sent 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.

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COOK COUNTY RECORDER

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been submitted to the provisions of the Illinois Condominium Property Act; and

WHEREAS, the Board and the Owners desire to amend the Declaration in order to limit the percentage of rental units within the Association to twenty-two percent (22%).

WHEREAS, the amendment has been approved in writing by the acknowledged signatures of all Board members and by at least seventy-five percent (75%) of the Unit Owners in compliance with Paragraph 17 of the Declaration, and due notice having been provided to all mortgagees holding bona fide liens of record against any unit ownership .

NOW, THEREFORE, the Declaration of Condominium Ownership for Driftwood Manor Condominium Association is hereby amended in accordance with the text which follows (Additions in text are indicated by underline; deletions by ~~strike-outs~~):

22%

1. "7. Sale, ~~Leasing~~ or Other Alienation. (a) Any unit owner other than the Developer or the Trustee who wishes to sell ~~or lease his unit (or any lessee of any lessee of any unit wishing to assign his lease or sublease such unit)~~ to any person shall give to the Board of Managers (hereinafter referred to as the "Board") no less than thirty (30) days' prior written notice of any such sale, ~~lease, assignment or sublease,~~ setting forth in detail the terms of any such contemplated sale, lease, assignment or sublease, which notice shall specify the name and address of the proposed purchaser, ~~assignee or lessee~~ and such other information as the Board may reasonably require. The members of the Board and their successors in office shall have the first right and option to purchase ~~or lease~~ such unit upon the same terms, which option shall be exercisable for a period of thirty (30) days after receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, the unit owner ~~(or lessee)~~ may, at the expiration of said thirty day period and at any time within sixty (60) days after the expiration of said thirty (30) day period, contract to sell ~~or lease (or sublease or assign)~~ such unit to the proposed purchaser, ~~assignee or lessee~~ named in such notice upon the terms specified therein.

(g) Upon the written consent of all of the members of the Board, any of the options contained in this Paragraph 7 may be released or waived and the unit or interest therein which is subject to an option set forth in this paragraph may be sold, conveyed, ~~leased,~~ given or devised free and clear of the provisions of this paragraph.

~~(c) If a proposed lease of any unit is made by any unit owner, after compliance with the foregoing provisions, a copy of the lease as and when executed shall be furnished by such unit owner to the Board, and the lessee thereunder shall be bound by and be subject to all of the obligations of such unit owner with respect to such unit as provided in this Declaration, and the lease shall expressly so provide. The unit owner making any such lease shall not be relieved thereby from any of his obligations. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the Board's right of first option shall apply to such unit.~~

Each Unit Owner shall occupy and use such Unit as a private dwelling for himself and his immediate family. Renting or leasing of Units is prohibited once twenty-two percent (22%) of the total Units within the Association are rented or leased, except as herein provided. If less than twenty-two percent (22%) of the Association's Units are to be rented or leased, and if the Board does not want to enforce its right of first refusal, all Units will be permitted to be leased. Otherwise, Units will only be allowed to be leased or rented until twenty-two percent (22%) of the Association's Units are leased or rented.

The Board will determine which Units of the Association will be permitted to be leased or rented. The Board will consider specific situations and undue hardship or practical difficulties when granting permission to a Unit Owner to lease his Unit. The lease shall not be for a period of less than six (6) consecutive months nor more than twelve (12) months or such other reasonable times as the Board may establish. Such permission may be granted by the Board of Managers only upon the written application by the Unit Owner to the Board. The Board of Managers shall respond to each application in writing within thirty (30) days of the submission thereof. All requests for extension of the

original lease must also be submitted to the Board of Managers in the same manner as set forth for the original application. The Board of Managers has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease or an extension of a lease; provided, however, that in no event shall any Unit Owner be permitted to lease or rent such Unit for more than twenty-four (24) consecutive months. The Board's decision shall be final and binding.

Once title to a Unit changes hands, no leases may be signed by the new titleholder. In addition, this section shall not apply to the rental or leasing of Units to the immediate family members of the Unit Owner, nor shall it apply to the rental or leasing of Units by Unit Owners who own two (2) or more Units and who reside in one of these during the term of the lease. Finally, this amendment does not apply to the Board of Managers when a Unit is leased through its power under the Illinois Forcible Entry and Detainer Act or any other statute granting leasing powers to the Board of Managers.

Copies of all leases presently in effect must be submitted to the Board of Managers within thirty (30) days of the effective date of this amendment. All leases shall be in writing and shall provide that the lease shall be subject to the terms of this Declaration and that any failure by the lessee to comply with the terms of said Declaration shall be at default under the lease."

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

This instrument was prepared by: SCHAIN, FIRSEL & BURNEY, LTD.
222 N. LaSalle Street
Suite 1910
Chicago, Illinois 60601

xDriftwoodAmend/CON

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

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We, the undersigned, are all the members of the Board of Managers of Driftwood Manor Condominium Association a condominium established by the aforesaid Declaration of Condominium, and by our signatures below, we hereby execute and acknowledge the foregoing amendment to the Declaration.

EXECUTED AND ACKNOWLEDGED this 12 day of August, 1990.

James F. Berrill - President
Nancy A. Kaan - Treasurer, Secretary Protemp
Anthony Pustek - V.P
Susan F. Mihon - V.P.

(Corporate)

(Seal)

Being all the members of the Board of Managers of Driftwood Manor Condominium Association

I, Caryn S Gardner, a Notary Public, hereby certify that on the above date the Board of Managers of Driftwood Manor Condominium Association which Board members are personally known to me, appeared before me and acknowledged that, as such Board members, 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.

"OFFICIAL SEAL"
CARYN S. GARDNER
Notary Public, State of Illinois
My Commission Expires 3/25/92

By: Caryn S Gardner
Notary Public

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WE, THE UNDERSIGNED, constituting three-fourths (3/4ths) or more of the Unit Owners hereby declare that we have received the foregoing Amendment, understand its contents and effect, and approve of said Amendment by our signatures below:

Owner's printed name	Owner's signature	Unit's Address
ANTHONY RUSTECK	Anthony Rustek	1405 ASHLAND AVE 3A
Co-Owner's printed name	Co-Owner's signature	
Sylvia D'Agostino	Sylvia D'Agostino	1405 ASHLAND AVE 2A
MARY ANN D'AGOSTINO	Maryann D'Agostino	
Co-Owner's printed name	Co-Owner's signature	
QUINTELLA MACASVERGES	Quintella Macas Verges	1405 ASHLAND AVE B3
Co-Owner's printed name	Co-Owner's signature	
Raymond F. Westenberger	Raymond F. Westenberger	1405 Ashland Ave 2D
Co-Owner's printed name	Co-Owner's signature	
James F Berrill	James F Berrill	1405 Ashland 3A
Co-Owner's printed name	Co-Owner's signature	
SUSAN F MICHON	Susan F. Michon	1405 Ashland 3A
Co-Owner's printed name	Co-Owner's signature	
Rosemary J. Ward	Rosemary J. Ward	1405 Ashland 2B
Co-Owner's printed name	Co-Owner's signature	

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WE, THE UNDERSIGNED, constituting three-fourths (3/4ths) or more of the Unit Owners hereby declare that we have received the foregoing Amendment, understand its contents and effect, and approve of said Amendment by our signatures below:

Owner's printed name	Owner's signature	Unit's Address
DIANE C. CREAGH	Diane C. Creagh	1405 ASHLAND 2C
Co-Owner's printed name	Co-Owner's signature	
VICTORIA CATINO	Victoria Catino	1405 Ashland 1A
Co-Owner's printed name	Co-Owner's signature	
DALE G. KEWITZ	Dale G. Kewitz	1405 ASHLAND, 3C
Co-Owner's printed name	Co-Owner's signature	
Nancy A. Kasner	Nancy A. Kasner	1405 Ashland, 3E
Co-Owner's printed name	Co-Owner's signature	
Owner's printed name	Owner's signature	Unit's Address
Co-Owner's printed name	Co-Owner's signature	
Owner's printed name	Owner's signature	Unit's Address
Co-Owner's printed name	Co-Owner's signature	
Owner's printed name	Owner's signature	Unit's Address
Co-Owner's printed name	Co-Owner's signature	

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CERTIFICATION AS TO OWNERS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Nancy A. Kasper, state that I am the Secretary of the Board of Managers of Driftwood Manor Condominium Association and thereby certify that the persons whose names are subscribed to the foregoing instruments represent Unit Owners of seventy-five percent (75%) of the Units and that, by their respective signatures, said Owners acknowledged the foregoing instrument as their free and voluntary act for the purposes set forth therein.

By: Nancy A. Kasper Secretary protemp
Secretary

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Nancy A. Kasner, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of Driftwood Manor Condominium Association, and that pursuant to Paragraph 17 of the Declaration, written notice of the foregoing amendment has been sent by certified mail to all mortgagees having bona fide liens of record against any Unit in the aforesaid complex. The identity of said mortgagees was obtained by reference to the insurance records of the Association, tract, searches, and/or by information solicited and received from the Owners in the Association.

Attached hereto is a list of all mortgagees to whom written notice has been sent.

Nancy A. Kasner Secretary Protemp
Secretary of Driftwood Manor
Condominium Association

"OFFICIAL SEAL"
CARYN S. GARDNER
Notary Public, State of Illinois
My Commission Expires 3/25/92

SIGNED AND SWORN TO before me this 30th day of August, 1990.

Caryn S. Gardner
Notary Public

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Mortgagees to whom written notice has been sent

First Federal Savings of Desplaines
749 Lee St.
Des Plaines, IL 60016

Helen Lehmann, unit 2F
Antonio Rossignuolo, unit 1B
John Westenberger, unit 2D

First National Bank of Niles
7100 W. Oakton
Niles, IL 60648

Phil and Mary Anne D'Agostino, unit 3A

Elan Mortgage Servicing
Drawer No. 930
Milwuakee, WI 53278

Diane Creagh, unit 2C

Norwood Federal Savings Bank
5800 No. Milwaukee
Chicago, IL 60046

Quintzella Verges (Macias), unit 3B

Norwood Federal Savings Bank
980 N. Northwest Hwy.
Park Ridge, IL 60068

Anthony Rusteck, unit 3F

Talman Home Morgage Corp.
4242 N. Harlem Ave.
Norridge, IL 60634

Maureen Carney, unit 3D
Nancy A. Kasner, unit 3E
James Berrill, unit 3A

Bell Federal Savings & Loan Association
116 South Prospect Avenue
Park Ridge, IL 60068

Susan Michon , unit 2E

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Page 2 Mortgagees to whom written notice has been sent

Northwestern Savings & Loan Association
6333 N. Milwaukee Ave.
Chicago, IL 60646

Dale Kewitz, unit 3C

Skokie Federal Savings
P. O. Box 1025
Skokie, IL 60077

Rosemary Ward, unit 2B

Owned outright:

Victoria Catino, unit 1A

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EXHIBIT A

Lots 47 and 48 (except that part taken for May Street) in Block 6 in RIVER ADDITION TO DES PLAINES, being a subdivision of parts of Sections 20 and 21, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PIN #'s - 09-20-209-036-1001 THRU 1014

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MAIL TO

CARYN S. GARDNER
SCHAIN, FIRSEL & BURNEY LTD.
222 N. LaSalle
#1910
Chicago, IL
60601