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AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS EASIMENTS, RESTRICTIONS AND COVENANTS FOR CHERRY HILL FARMS CONDOMINIUM

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and By-Laws Easements, Restrictions, and Covenants (hereafter the "Declaration") for CHERRY HILL FARMS CONDOMINIUM (hereafter the "Association"), which Declaration was recorded on November 15, 1985 as Document No. 85284651 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A" which 15 attached hereto and made a part hereof.

This Amendment is adopted pursuant to the provisions of Article XIX, Section 6 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, Illincis, of an instrument in writing, setting forth the change, provided the same is signed and acknowledged by the BOARD OF MANAGERS OF CHERRY HILL FARMS CONDOMINIUM ("the Board") and approved by the vote of at least three-fourths (3/4) of the Unit Owners and further provided 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.

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

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WHEREAS, the Board and Owners desire to amend the Declaration in order to restrict the rental or leasing of units, with some exceptions; and

WHEREAS, the Amendment has been approved in writing by the acknowledged signatures of all Board members and approved by vote of at least three-fourths (3/4) of the Unit Owners in compliance with Article XIX, paragraph 6 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 and By-Laws Essements, Restrictions, and Covenants for CHERRY HILL FARMS CONDOMINIUM is hereby amended in accordance with the text which follows (Additions in text are indicated by underline; and deletions by scrike outs):

1. Article IX.

SALE, LEASING, OR OTHER ALIENATION

If-a-sale;-lease;-devise;-or-gift-of-any-Unit-Ownership-is-made-by
any-Unit-Owner;-the-purchaser;-leasee;-devisee;-or-donee-thereunder
shall-be-bound-by-and-be-subject-to-ald-of-the-obligations-of-such
Unit-Owner-with-respect-to-such-Unit-Ownership-as-provided-in-this
Beclaration-and-By-Laws.--Ang-Unit-Owner-making-any-such-lease
shall-not-be-relieved-thereby from-any-obligations-under-this
Beclaration-and-By-Laws.--All-leases-shall-be-in-writing.--No-lease
shall-have-an-initial-term-of-less-then-thirty-(30)-days;---

The-Board-may-adopt-rules and regulations from time-to-time; -not inconsistent-with-the-foregoing-provisions, -for-the-purpose-of implementing-and-effectuating-the-same. Each Unit Owner shall occupy and use such Unit as a private dwelling for himself and his immediate family. Said occupancy shall comply with all local and state ordinances or regulations. Renting, subleasing, contracts for purchase, or leasing of Units is prohibited, regardless of whether rent is paid or not, except as hereinafter provided. meet special situations and to avoid undue hardship or practical difficulties, the Board of Managers may, but is not required to, grant permission to a Unit Owner to lease his Unit or enter into a contract for purchase to a specified lessee for a period of not less than six (6) consecutive months nor more than twelve (12) months or such other reasonable terms 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. 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 or contract to purchase must also be submitted to the Board of Managers in the same manner as set forth in the original application for a contract to purchase or lease; and provided, however, that in no event shall any Unit Owner be permitted to lease or rent such Unit for more than thirty-six The Board's decision shall be final and (36) consecutive months.

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binding.

Any and all leases enforced at the date of adoption of this Amendment are not affected by this subsection and any Unit Owner renting or leasing his Unit or under contract to lease or rent his Unit prior to the effective date of this Amendment shall not be prohibited from leasing or renting his Unit as long as the lessee is the same individual who is renting or leasing said Unit prior to effective date of this Declaration Amendment. Provided further, however, that once title to the Unit changes hands, all leases applicable to the Unit are terminated and no renewal of an existing lease or execution of a new lease shall be signed by the new title holder. The provisions of this subsection shall not apply to the rental or leasing of Units to the immediate family members of the Unit Owner. In addition, the provisions of this Article shall not apply to the Board's right to rent a Unit under the Forcible Latry and Detainer Act. Copies of all leases presently in effect must be in writing and must be submitted to the Board of Managers within thirty (30) days of the effective date of this Amendment.

Each Unit Owner making (lease unconditionally guarantees to the Association and to the Unit Owners that his respective lessees, sublessees, or contract purchasers will faithfully abide by the provisions of this Declaration and rules and regulations of the Association. In the event that any lessee, sublessee or contract purchasers fail to do so, the responsible Unit Owner shall promptly indemnify the Association and the other Unit Owners for all loss caused thereby and shall take appropriate action in the matter to correct such failure, including termination of tenancy and judicial If any Unit Owner fails to take such action, the proceedings. Association may do so, in its own behalf and/or in the Unit Owner's name. If any lease or contract to purchase of the Unit Ownership is made or attempted by any Unit Owner without complying with the aforegoing provisions, such lease or contract to purchase shall be subject to each and all of the rights and options of the Board hereunder and each and all of the remedies and actions available to the Board hereunder or at law or in equity in connection therewith. The Board may adopt rules and requiations from time to time not inconsistent with the aforegoing provisions, for the purpose of implementing and effectuating the same. If the Board is required to enforce or break such lease or contract to purchase, the Board is permitted to take whatever legal action is necessary, including charging all attorneys' fees and court costs against the lessor's or contract seller's account as a special assessment. No Unit shall be made subject to a lease under which less than the entire Unit is leased or which the Unit is leased for a term of less than one (1) year.

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

Probery of County Clerks

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This Instrument was Prepared by: Bickley, Hart & Calcher 937 S. Roselle Road

Schaumburg, Illinois 60193

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STATE OF ILLINOIS SS COUNTY OF COOK

We, the undersigned, are all the members of the BOARD OF MANAGERS OF CHERRY HILL FARMS 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 2 day of March John Ox Coot

(Corporate)

(Seal)

being all the members of the Board of Managers of Cherry Hill Farms Condominium

I, Linda Stanko , a Notary Public, hereby certify that on the above date the Board of Managers of Cherry Hill Farms Condominium, 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.

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### CERTIFICATION AS TO UNIT OWNERS

STATE OF ILLINOIS	)	
	)	SS
COUNTY OF COOK	)	

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BOARD OF MANAGERS Khonda , state that I am the OF CHERRY CONDOMINIUM, and hereby certify that the persons whose names are subscribed to the aforesaid instrument represent the Unit Owners having at least seventy-five percent (75%) of the total vote at a meeting called for that purpose and that, by their respective signatures, said Unit tweets acknowledge the aforegoing instrument act fu

By: Mu

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Office as their free and voluntary act for the purposes set forth therein.

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### AFFIDAVIT AS TO MORTGAGEES

STATE OF ILLINOIS )

COUNTY OF COOK )

I, Rhonda FURMANE being first duly sworn on oath, depose and state that I am the Secretary of the BOARD OF MANAGERS OF CHERRY HILL FAME CONDOMINIUM and that pursuant to Article XIX, Section 6 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 condominium, the identity of soid mortgagees was obtained by reference to the insurance records of the condominium tract searches, and/or by information solicited and received from the Unit Owners in the condominium. Attached hereto is a list of all mortgagees to whom written notice has been sent and hereby certify that the mortgagees whose approval is attached hereto represents at least fifty-one (51%) of all mortgagees, having bona fide liens of record against any Unit Ownership in the Agasciation and that, by their respective signatures, said mortgagees reknowledge the aforegoing instrument as their free and voluntary act for the purposes set forth therein.

Secretary of Cherry Hill Farms Condominium Association

SIGNED AND SWORN TO before

me on 03/2 , 1996

Notary Public

OFFICIAL SEAL "
LINDA STANKO"
NOTARY PUBLIC, STATE OF ILLINOIS
HY COMMISSION EXPIRES 6/23/96

### MORTGAGEE LIST

TCF MORTGAGE CORPORATION 801 MARQUETTE AVENUE MINNEAPOLIS, MINNESOTA 55402

DRAPER & KRAMER, INC. 33 WEST MONROE STREET CHICAGO, ILLINOIS 60603

MIDWEST FUNDING CORPORATION 1020 WEST 31ST STREET DOWNERS GROVE, ILLINOIS 60515

CHEMICAL (ESIDENTIAL MORTGAGE CORPORATION POST OFFICE BOX 3014 EDISON, NEW JEFSEY 08813-9768

FINANCIAL FEDERAL TRUST & SAVINGS BANK 1401 NORTH LARKIN AVENUE JOLIET, ILLINOIS 60435

HARRIS BANK, ARGO 7549 WEST 63RD STREET SUMMIT, ILLINOIS 60501

WORLD SAVINGS & LOAN ASSOCIATION POST OFFICE BOX 7045 PASADENA, CALIFORNIA 91109

AMITY FEDERAL BANK FOR SAVINGS 7151 WEST 159TH STREET TINLEY PARK, ILLINOIS 60477

CROWN MORTGAGE CORPORATION 6141 95TH STREET OAK LAWN, ILLINOIS 60453

S.C. FUNDING CORPORATION 4 PARK PLAZA SUITE #1200 IRVINE, CALIFORNIA 92714

AMERICAS WHOLESALE LENDER 400 COUNTRYWIDE WAY (MFN-Sv22) SIMI VALLEY, CALIFORNIA 93065

COUNTRYWIDE FUNDING CORPORATION POST OFFICE BOX 10212 VAN NUYS, CALIFORNIA 91410

CHASE MORTGAGE CORPORATION POST OFFICE BOX 30166 TAMPA, FLORIDA 33630

Junity Clarks Office

### MORTGAGEE LIST

FLEET MORTGAGE CORPORATION POST OFFICE BOX 136 MILWAUKEE, WISCONSIN 53201

BEVERLY BANK 8811 WEST 159TH STREET ORLAND HILL, ILLINOIS 60477

CALIL COOK COUNTY CLORES OFFICE HOME SAVINGS OF AMERICA, FSB POST OFFICE BOX 7075 PASADENA CALIFORNIA 91109

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### EXHIBIT A

Lots 51, 52, 53, 54, 55, 56 and 57 of Westberry Village, being a Subdivision of part of the East 1/2 of the Northwest 1/4 and the East 1/2 of the Southwest 1/4 of Section 23, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, together with the following described part of Outlot A, being bounded and described as follows: Commencing at the Northeast corner as designated by coordinates 1562.55 North and 2000.00 East of the Plat of Subdivision of said Wastberry Village; thence West along the Northeast most line of said Westberry Village 209.00 feet to the (West line of 84th Place; thence South along the West line of 84th Place 150.00 feet to a point; thence S840-08'-28"W 186.12 feat to the point of beginning; thece continuing S840-08'-28"W along the last described line 153.11 feet; thence S50-510-32"E 90.00 feet to the Northerly line of 162nd Place; there N840- 08'-28"E along the Northerly line of said 162nd Place 153.11 feet to a point; thence  $N5^{O}-51'-32"W$  90.00 feet to the point of beginning, all in Cook County, Illinois and the following part of Outlot A, being bounded and descriped as follows: Commencing at the Northeast corner as designated by coordinates 1562.55 North and 2000.00 East of the Plac of Subdivision of said Westberry Village; thence West along the Northeast most line of said Westberry Village 209.00 feet to the West line of 84th Place; thence South along the West line of 84th Place 150.00 feet to the point of beginning; there S840-08'-28"W 136.12 feet to a point; thence S50-51'-32"E 30 00 feet to the Northerly line of 162nd Place; thence N34 08'-28"E along the Northerly line of said 162nd Place 176.88 feet to the West line of 84th Place; thence North along the West line of 84th Place 90.47 feet to the point of beginning, all in Cook County, Illinois.

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### PIN #'s FOR THE CHERRY HILL FARMS CONDOMINIUM

<u>ADDRESS</u>	<u>PIN #</u>
16230 S. 85TH AVENUE UNIT 1 TINLEY PARK, IL 60477	27-23-111-003-1001
16230 S. 85TH AVENUE UNIT 2 TINLEY PARK, IL 60477	27-23-111-003-1002
16230 S. 85TH AVENUE UNIT 3 TILLEY PARK, IL 60477	27-23-111-003-1003
16230 S. 85TH AVENUE UNIT 4 TINLAY PARK, IL 60477	27-23-111-003-1004
8475 W. 162MD PLACE UNIT 1 TINLEY PARE, IL 60477	27-23-111-003-1005
8475 W. 162ND PLACE UNIT 2 TINLEY PARK, IL 6 47	27-23-111-003-1006
8475 W. 162ND PLACE UNID 3 TINLEY PARK, IL 60477	27-23-111-003-1007
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TINLEY PARK, IL 60477	27-23-111-003-1010
8501 W. 162ND PLACE UNIT 3 TINLEY PARK, IL 60477	27-23-111-003-1011
8501 W. 162ND PLACE UNIT 4 TINLEY PARK, IL 60477	27-23-111-003-1012
8515 W. 162ND PLACE UNIT 1 TINLEY PARK, IL 60477	27-23-111-003-1013
8515 W. 162ND PLACE UNIT 2 TINLEY PARK, IL 60477	27-23-111-003-1014
8515 W. 162ND PLACE UNIT 3 TINLEY PARK, IL 60477	27-23-111-003-1015
8515 W. 162ND PLACE UNIT 4 TINLEY PARK, IL 60477	27-23-111-003-1016

### PIN #"s FOR THE CHERRY HILL FARMS CONDOMINIUM

ADDRESS	PIN #
8525 W. 162ND PLACE UNIT 1 TINLEY PARK, IL 60477	27-23-111-003-1017
8525 W. 162ND PLACE UNIT 2 TINLEY PARK, IL 60477	27-23-111-003-1018
8525 W. 162ND PLACE UNIT 3 TINLEY PARK, IL 60477	27-23-111-003-1019
8525 W. 162ND PLACE UNIT 4 TINLEY PARE, IL 60477	27-23-111-003-1020
8545 W. 162NI PLACE UNIT 1 TINLEY PARK, IL 50477	27-23-111-003-1021
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