

NINTH AMENDMENT TO  
DECLARATION OF  
CONDOMINIUM  
AND  
OF EASEMENTS,  
RESTRICTIONS,  
COVENANTS AND BY-LAWS  
FOR MEADOWLAKE  
CONDOMINIUM

This Amendment to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Meadowlake Condominium (the "Declaration") made and entered into as of 12th day of February, 1998, by the Board of Directors of the Meadowlake Condominium Association (the "Board").

WITNESSETH:

The Board administers the condominium property located in the Village of Northfield, County of Cook, State of Illinois, legally described on Exhibit A attached hereto and made a part hereof.

The Board and the unit owners desire to amend the Declaration, originally recorded on February 8, 1993, as Document No. 93103599 with the Cook County Recorder of Deeds, Cook County, Illinois, in order to preserve high standards of maintenance, care and other benefits from low turnover of occupancy and to prospectively limit the leasing of units to others; and

Article XIII, Paragraph 6 of the Declaration requires that the provisions of the Declaration may be amended (i) by an instrument in writing setting forth such amendment; (ii) signed and acknowledged by the Board; (iii) approved by the unit owners having at least seventy-five percent (75%) of the total vote at a meeting called for that purpose; (iv) containing an Affidavit by an officer of the Board certifying that a copy of such instrument has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit, not less than ten (10) days prior to the date of such Affidavit; and (v) such amendment shall be effective upon recording of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois.

THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURNED TO:

DOUGLAS J. ANTONIO  
ANTONIO & ASSOCIATES  
180 NORTH LaSALLE STREET, #2225  
CHICAGO, ILLINOIS 60601

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The Amendment set forth below has been approved by the unit owners having at least seventy-five percent (75%) of the total vote at a meeting called for that purpose, and said Amendment has been sent by certified mail to all mortgagees having bona fide liens of record against any unit pursuant to the Affidavit by the Secretary of the Association attached hereto, made a part hereof, and marked as Exhibit B.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article IX, Sub-Article VIII, Section 3(n) of the Declaration is deleted in its entirety, and the following is inserted in its stead:

“(n) LEASES.

(i) Each Unit Owner shall occupy and use such Unit as a private dwelling for himself and his immediate family. The "immediate family" of a Unit Owner shall mean a spouse, child, stepchild, grandchild, sibling, decedent of a sibling, parent, grandparent or domestic partner. Notwithstanding any provisions of the Declaration to the contrary, renting or leasing of Units is prohibited, except as hereinafter provided and with the exception of a lender in possession of a Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure.

(ii) To make certain that the property qualifies under Fannies Mae and other appropriate lending guidelines, subsequent to the date of the enactment of this Amendment, only 10% of the total number of Units on the property subject to this Declaration shall be leased at any one time, including the leases in existence on the effective date of this Amendment. Subject to said limitation, Unit Owners shall be permitted to lease their Units, but not less than the entire Unit, on such terms and conditions as the Unit Owner may deem advisable, and all such leases shall be in writing. Any such lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and By-Laws and the Rules and Regulations of the Association, and that any failure by the Lessee to comply with the terms of this Declaration, By-Laws and Rules and Regulations shall be a default under the lease which shall be enforceable by the Board of the Association.

(iii) Right to lease or rent a Unit as set forth herein shall not be exercised by a Unit Owner until such time as the Unit Owner shall first reside in a Unit for a minimum period of twelve (12) consecutive months.

(iv) No Unit Owner may lease less than an entire Unit, nor may a Unit be leased for transient or hotel purposes. Any lease shall be for a term of not less than twelve (12) months and not more than twenty-four (24) months, with the exception of a lender in possession of a Unit following a default in a first mortgage, a foreclosure proceeding or any Deed or other arrangement in lieu of foreclosure, unless the Board of Directors consents in writing to the contrary.

(v) Leases in existence at the time this Amendment is recorded, and any extensions thereof, shall not be impaired. The provisions of this Amendment shall not apply to the rental or leasing of Units to the spouse, child, sibling or parent of the Unit Owner or to the Association when it elects to exercise its rights under the Illinois Forcible Entry and Detainer Act or to a lender in possession of a Unit following a default in a first mortgage or foreclosure proceeding or any Deed or other arrangement in lieu of foreclosure.

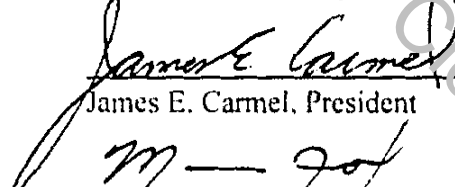
(vi) Any Unit Owner desiring to lease his/her Unit shall notify the Board in writing of the intent to lease and request permission to lease at least forty-five (45) days prior to entering into such lease and a copy of such lease shall be provided to the Board within five (5) business days of its execution and no less than five (5) business days prior to commencement of lease period. It shall be the obligation of any Unit Owner whose Unit is leased to provide the Board with a Unit Owner Information Sheet and a Tenant Information Sheet in the form from time to time approved by the Board.

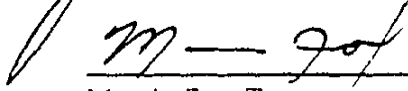
(vii) The Board, from time to time, may adopt rules and regulations governing the leasing of Units to the extent that such rules and regulations are not inconsistent with this Amendment or the Illinois Condominium Property Act."

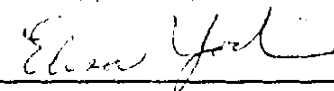
2. All other portions of the Declaration shall remain in full force and effect.

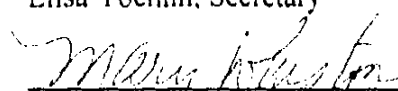
IN WITNESS WHEREOF, the Board has duly executed this Amendment on the day and year first above written.

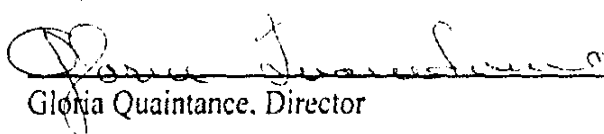
BOARD OF DIRECTORS OF  
MEADOWLAKE CONDOMINIUM ASSOCIATION

  
 \_\_\_\_\_  
 James E. Carmel, President

  
 \_\_\_\_\_  
 Marvin Fox, Treasurer

  
 \_\_\_\_\_  
 Elisa Yochim, Secretary

  
 \_\_\_\_\_  
 Mary Whiston, Director

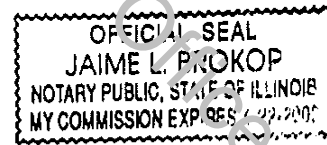
  
 \_\_\_\_\_  
 Gloria Quaintance, Director

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Jaime L. Prokop, a Notary Public in and for the County of Cook, State of Illinois, do hereby certify that James E. Carmel, Marvin Fox, Elisa Yochim, Mary Whiston and Gloria Quintance, personally known to me to the same persons whose names are subscribed to the foregoing Ninth Amendment to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Meadowlake Condominium, as the Board of Directors of the Meadowlake 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 Meadowlake Condominium Association for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 28th day of May, 1998.

Jaime L. Prokop  
Notary Public



Legal Description

UNIT NUMBERS 1010-8070 ARBOR LANE, NORTHFIELD, IL 60093, IN MEADOWLAKE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 30, 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 93168720 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Addresses and Permanent Real Index Nos.:

<u>Address</u>	<u>PIN</u>
3010-101 Arbor Lane	05-30-100-045-1001
3010-102 Arbor Lane	05-30-100-045-1002
3010-103 Arbor Lane	05-30-100-045-1003
3010-201 Arbor Lane	05-30-100-045-1004
3010-101 Arbor Lane	05-30-100-045-1005
3010-102 Arbor Lane	05-30-100-045-1006
3010-103 Arbor Lane	05-30-100-045-1007
3010-201 Arbor Lane	05-30-100-045-1008
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3010-102 Arbor Lane	05-30-100-045-1010
3010-103 Arbor Lane	05-30-100-045-1011
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3010-101 Arbor Lane	05-30-100-045-1013
3010-102 Arbor Lane	05-30-100-045-1014
3010-103 Arbor Lane	05-30-100-045-1015
3010-201 Arbor Lane	05-30-100-045-1016
3010-101 Arbor Lane	05-30-100-045-1017
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3010-103 Arbor Lane	05-30-100-045-1019
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3010-101 Arbor Lane	05-30-100-045-1021
3010-102 Arbor Lane	05-30-100-045-1022
3010-103 Arbor Lane	05-30-100-045-1023
3010-201 Arbor Lane	05-30-100-045-1024

EXHIBIT A-1

<u>Address</u>	<u>PIN</u>
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3010-201 Arbor Lane	05-30-100-045-1036
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3010-102 Arbor Lane	05-30-100-045-1038
3010-103 Arbor Lane	05-30-100-045-1039
3010-201 Arbor Lane	05-30-100-045-1040
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3010-103 Arbor Lane	05-30-100-045-1063
3010-201 Arbor Lane	05-30-100-045-1064
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EXHIBIT A-2

<u>Address</u>	<u>PIN</u>
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3010-103 Arbor Lane	05-30-100-045-1103
3010-201 Arbor Lane	05-30-100-045-1104
3010-101 Arbor Lane	05-30-100-045-1105
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EXHIBIT A-3

<u>Address</u>	<u>PIN</u>
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EXHIBIT A-4



<u>Address</u>	<u>PIN</u>
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3010-102 Arbor Lane	05-30-100-045-1174
3010-103 Arbor Lane	05-30-100-045-1175

UNOFFICIAL COPY

Property of Cook County Clerk's Office

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

AFFIDAVIT

I, Elisa Yochim, being duly sworn on oath, state that I am the duly elected Secretary of the Meadowlake Condominium Association and hereby certify that on the 12<sup>th</sup> day of February, 1998, at a special meeting of unit owners, duly noticed, a resolution setting forth the Amendment herein was duly adopted by the affirmative vote of not less than seventy-five percent (75%) of the total vote; that on the 20<sup>th</sup> day of May, 1998, a copy of the foregoing Ninth Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Meadowlake Condominium was mailed by certified mail to all mortgagees having bona fide liens of record against any unit not less than ten (10) days prior to the date of this Affidavit.

Elisa Yochim  
Elisa Yochim, Secretary  
Meadowlake Condominium Association

Signed and sworn to before me this 23 day of May, 1998

Jaime L. Brokop  
Notary Public

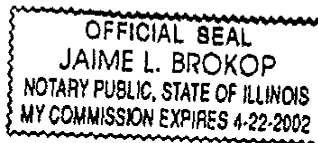


EXHIBIT B

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