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Cook County Recorder

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AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR ROYAL TERRACE CONDOMINIUM ASSOCIATION

This Amendment to Declaration made and entered into the 28th day of July, 1999, is an amendment to that certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Royal Terrace Condominium Association (hereinafter referred to as "Declaration") recorded on January 29, 1985 as Document No. 27422810.

WITNESSETH.

WHEREAS, the Board of Directors and members of Royal Terrace (hereinafter reterred to as the "Association") desire to amend the Declaration; and

For Use by Recorder's Office Only

WHEREAS, pursuant to Article XVIII, Section F of the Declaration, the Declaration may be amended by an instrument signed and acknowledged by the Board and the owners of at least seventy-five (75%) percent of the total vote at a meeting called for that purpose and containing an affidavit by an officer of the Board certifying that a copy of such instrument (without such affidavit) 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. Each instrument of amendment, change, modification or recission made in accordance with this Declaration shall be effective upon the recording of such instrument in the office of the Recorder of Deeds of Cook County, Illinois. Any amendment adopted pursuant to the above provisions shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois; and

WHEREAS, said instrument has been signed and acknowledged by the Board members of the Association (Exhibit B attached hereto); and

WHEREAS, said instrument has been approved by owners of seventy-five (75%) percent of the total vote at a meeting called for such purpose, their signatures being attached hereto; and



WHEREAS, a copy of the Amendment has been sent to all mortgagees having bona-fide liens of record.

NOW, THEREFORE, the Association hereby declares that the Declaration be and is hereby amended as follows (additions to text are shown as <u>underlined</u> and deletions to text are shown as a <u>strikeout</u>):

Article IX, Section A of the Declaration is amended as follows:

SALE OR LEASE. Any owner other than the Trustee who wishes to sell orlease his Unit Ownership (or any lessee of any Unit wishing to assign or sublease such Unit) to any person not related by blood or marriage to the owner shall give to the Board not less than thirty (30) days' prior written notice of the terms of any contemplated sele or lease, together with the name and address of the proposed purchaser or less e, and such information and cooperation as the Board may reasonably require, including but not limited to, arranging for a personal interview by the Board or its designed of the proposed purchaser or lessee. The members of the Board and their successors in office, acting on behalf of the other Unit Owners shall at all times have the first right and option to purchase or lease such Unit Ownership upon the same terms which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, the owner (or lessee) may, at the expiration of said thirty (30) day period and at any time within sixty (60) 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.

Leasing of Units, In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Owners to reside on the premises. Owners are prohibited from leasing their units of any portion of their units. In addition, Owners may not lease their garages or storage lockers. Any Owners leasing their units, garages or storage lockers and having a current lease on file with the Association as of the effective date of this amendment may continue to lease their unit until the current lease expires at which time the Owner may no longer have a tenant reside in the unit. Any Owners leasing their units, garrages or storage lockers as of the effective date of this amendment must provide the Board with a copy of the lease within fourteen (14) days of the recording of this document. Failure to do so will prohibit those Owners from leasing.

(1) This restriction shall not apply to the leasing of a unit to a blood relative or a qualified caregiver employed by the owner to provide health care services. A blood relative shall be defined as parent(s), grandparent(s), children, brother(s) and/or sister(s). The Board reserves the right to request proof of the relationship

or proof that the person is a qualified caregiver. The Board's decision as to the proof of relationship or proof of a qualified caregiver shall be final and binding.

- (2) The effective date of this Amendment shall be deemed to be the date of recording with the Office of the Recorder of Deeds of Cook County.
- (3) Any Unit being leased out in violation of this Amendment or any Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.
- (4) In addition to the authority to levy fines against the Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Epard shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or tenant, under 735 ILCS 5/9 et, seq., an action for injunctive and other equitable relief, or an action at law for damages.
- (5) Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.
- (6) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

This Amendment is executed by an instrument in writing, signed and acknowledged by the Board members of the Association and owners of seventy-five (75%) percent and the signatories hereby warrant that they possess full power and authority to execute this instrument.

This instrument prepared by and after recording to be returned to:

Robert B. Kogen Kovitz Shifrin & Waitzman 750 Lake Cook Road, Suite 350 Buffalo Grove, IL 60089 (847) 537-0500

99802813

EXHIBIT A

LEGAL DESCRIPTION

Lot 5 in Wiegel and Kilgallen's Crawford Gardens Unit Number 5, being a Subdivision of part of the North 468 feet of the Southeast 1/4 of the Southeast 1/4 of Section 3, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document 27422810 as amended from time to time, together with its undivided interest in the common elements in Cook County, Illinois.

KOUITZ SHIFRIN & WAITZMAN > 708 636 6824

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EXHIBIT B

APPROVAL BY BOARD MEMBERS

We, the undersigned, are a majority of the Board of Directors of the Association. Upon a vote of the Board of Directors of the Association, we have been authorized to execute this document on behalf of the Association.

EXECUTED AND ACKNOWLEDGED this 28th day

, 19*99*.

President

Board of Directors Royal Terrace Condominium Association

KOULTZ SHIFRIN & WALTZMAN > 708 636 6824 UNOFFICIAL COPY

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EXHIBIT B

APPROVAL BY BOARD MEMBERS

We, the undersigned, are a majority of the Board of Directors of the Association. Upon a vote of the Board of Directors of the Association, we have been authorized to execute this document on behalf of the Association.

EXECUTED AND ACKNOWLEDGED this 29th day of _______, 19 99.

Julia delitert TREASURER

ROYAL TERRACE CONDO.. A SSOC.

Board of Directors Royal Terrace

Condeminium Association

KOUITZ SHIFRIN & WAITZMAN > 708 636 6824

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EXHIBIT B

APPROVAL BY BOARD MEMBERS

We, the undersigned, are a majority of the Board of Directors of the Association. Upon a vote of the Board of Directors of the Association, we have been authorized to execute this document on behalf of the Association.

EXECUTED AND ACKNOWLEDGED this _______

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____, 19*99*.

Soard of Directors Royal Terrace Condominium Association

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EXHIBIT B

APPROVAL BY BOARD MEMBERS

We, the undersigned, are a majority of the Board of Directors of the Association. Upon a vote of the Board of Directors of the Association, we have been authorized to execute this document on behalf of the Association.

EXECUTED AND ACKNOWLEDGED this <u>28</u> day of ______, 19<u>99</u>.

DIRECTOR

Board of Directors Royal Terrace

Condominium Association

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EXHIBIT C

I being the Secretary of the Association hereby attest that the attached amendment was approved by at least seventy-five (75%) percent of the owners at a meeting held for such purpose.

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REVOCABLE PROXY

| I/WE DAMES DRAKE being the owner(s) of UNIT NO 20 |
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| located in the Royal Terrace Condominium Association, do hereby constitute and |
| appoint SHIKLEY DRAKE |
| as primary proxy and in the proxy's absence, a majority of the Board of the Association |
| or their designated substitute to vote my proxy at the meeting of said Association with |
| full power to vote as if I were personally present, with all powers I possess. My presence |
| at the meeting will automatically revoke this proxy, unless I indicate otherwise. I |
| understand that I may revoke this proxy at any time by sending a letter to the Board of |
| said Association revoking this proxy. |
| IN WITNESS WHEREOF, I have signed this proxy on 7 day of July 1999 |
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REVOCABLE PROXY

| I/WE Emma a. Brattleaf being the owner(s) of UNIT NO 25 |
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| located in the Royal Terrace Condominium Association, do hereby constitute and |
| appoint Julie Dilibert |
| as primary proxy and in the proxy's absence, a majority of the Board of the Association |
| or their designated substitute to vote my proxy at the meeting of said Association with |
| full power to vote as if I were personal y present, with all powers I possess. My presence |
| at the meeting will automatically revoke this proxy, unless I indicate otherwise. I |
| understand that I may revoke this proxy at any time by sending a letter to the Board of |
| said Association revoking this proxy. |
| IN WITNESS WHEREOF, I have signed this proxy on 7 day of July 1999 |
| Emma Q. Browneas |
| OWNER SIGNATURE |

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AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OWNERSHIP AND OF EASEMENTS,
RESTRICTIONS, COVENANTS AND
BY-LAWS FOR ROYAL TERRACE
CONDOMINIUM ASSOCIATION

99802819

This Amendment to Declaration made and entered into the 28th day of July, 1999, is an amendment to that certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Royal Terrace Condominium Association (hereinafter referred to as "Declaration") recorded on January 29, 1985 as Document No. 27422810.

WITNESSETH

WHEREAS, the Board of Directors and members of Royal Terrace (hereinafter referred to as the "Association") desire to amend the Declaration; and

For Use by Recorder's Office Only

WHEREAS, pursuant to Article XVIII, Section F of the Declaration, the Declaration may be amended by an instrument signed and acknowledged by the Board and the owners of at least seventy-five (75%) percent of the total vote at a meeting called for that purpose and containing an affidavit by an officer of the Board certifying that a copy of such instrument (without such affidavit) has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit rick less than ten (10) days prior to the date of such affidavit. Each instrument of amendment, change, modification or recission made in accordance with this Declaration shall be effective upon the recording of such instrument in the office of the Recorder of Deeds of Cook County, Illinois. Any amendment adopted pursuant to the above provisions shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois; and

WHEREAS, said instrument has been signed and acknowledged by the Board members of the Association (Exhibit B attached hereto); and

WHEREAS, said instrument has been approved by owners of seventy-five (75%) percent of the total vote at a meeting called for such purpose, their signatures being attached hereto; and

WHEREAS, a copy of the Amendment has been sent to all mortgagees having bona-fide liens of record.

NOW, THEREFORE, the Association hereby declares that the Declaration be and is hereby amended as follows (additions to text are shown as <u>underlined</u> and deletions to text are shown as a <u>strikeout</u>):

Article IX, Section A of the Declaration is amended as follows:

SALE OR LEASE. Any owner other than the Trustee who wishes to sell or lease his Unit Ownership (or any lessee of any Unit wishing to assign or sublease such Unit; to any person not related by blood or marriage to the owner shall give to the Board not less than thirty (30) days' prior written notice of the terms of any contemplated side or lease, together with the name and address of the proposed purchaser or lessee and such information and cooperation as the Board may reasonably require, including but not limited to, arranging for a personal interview by the Board or its designee of the proposed purchaser or lessee. The members of the Board and their successors in office, acting on behalf of the other Unit Owners shall at all times have the first right and option to purchase or lease such Unit Ownership upon the same terms which option shall be exercisable for a period of thirty (30) days following the darc of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, the owner (or lessee) may, at the expiration of said thirty (30) day period and at any time within sixty (60) days after the expiration of said period, contract to sell or lease (or sublease or assign) such Unit Ownership to the proposed purchase, or lessee named in such notice upon the terms specified therein.

Leasing of Units, In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Owners to reside on the premises. Owners are prohibited from leasing their units or any portion of their units. In addition, Owners may not lease their garages or storage lockers. Any Owners leasing their units, garages or storage lockers and having a current lease on file with the Association as of the effective date of this amendment may continue to lease their unit until the current lease expires at which time the Owner may no longer have a tenant reside in the unit. Any Owners leasing their units, garrages or storage lockers as of the effective date of this amendment must provide the Board with a copy of the lease within fourteen (14) days of the recording of this document. Failure to do so will prohibit those Owners from leasing.

(1) This restriction shall not apply to the leasing of a unit to a blood relative or a qualified caregiver employed by the owner to provide health care services. A blood relative shall be defined as parent(s), grandparent(s), children, brother(s) and/or sister(s). The Board reserves the right to request proof of the relationship

or proof that the person is a qualified caregiver. The Board's decision as to the proof of relationship or proof of a qualified caregiver shall be final and binding.

- (2) The effective date of this Amendment shall be deemed to be the date of recording with the Office of the Recorder of Deeds of Cook County.
- (3) Any Unit being leased out in violation of this Amendment or any Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.
- (4) In addition to the authority to levy fines against the Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or tenant, under 735 ILCS 5/9 et, seq., an action for injunctive and other equitable relief, or an action at law for damages
- (5) Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.
- (6) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

This Amendment is executed by an instrument in writing, signed and acknowledged by the Board members of the Association and owners of seventy-five (75%) percent and the signatories hereby warrant that they possess full power and authority to execute this instrument.

This instrument prepared by and after recording to be returned to:

Robert B. Kogen Kovitz Shifrin & Waitzman 750 Lake Cook Road, Suite 350 Buffalo Grove, IL 60089 (847) 537-0500

EXHIBIT A

LEGAL DESCRIPTION

Lot 5 in Wiegel and Kilgallen's Crawford Gardens Unit Number 5, being a Subdivision of part of the North 468 feet of the Southeast 1/4 of the Southeast 1/4 of Section 3, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document 27422810 as amended from time to time, together with its undivided interest in the common elements in Cook County, Illinois.

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EXHIBIT B

APPROVAL BY BOARD MEMBERS

We, the undersigned, are a majority of the Board of Directors of the Association. Upon a vote of the Board of Directors of the Association, we have been authorized to execute this document on behalf of the Association.

EXECUTED AND ACKNOWLEDGED this

, 1999.

Soard of Directors Royal Terrace Condominium Association in Option

KOUITZ SHIFRIN % WAITZMAN → 708 636 6824

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EXHIBIT B

APPROVAL BY BOARD MEMBERS

We, the undersigned, are a majority of the Board of Directors of the Association. Upon a vote of the Board of Directors of the Association, we have been authorized to execute this document on behalf of the Association.

EXECUTED AND ACKNOWLEDGED this 21th day of

TREASURER

ROYAL TERRACE CONDO. ASSOC.

Goard of Directors Royal Terrace
Condominium Association

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EXHIBIT B

APPROVAL BY BOARD MEMBERS

We, the undersigned, are a majority of the Board of Directors of the Association. Upon a vote of the Board of Directors of the Association, we have been authorized to execute this document on behalf of the Association.

EXECUTED AND ACKNOWLEDGED this _______day of _______, 19 19.

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EXHIBIT B

APPROVAL BY BOARD MEMBERS

We, the undersigned, are a majority of the Board of Directors of the Association. Upon a vote of the Board of Directors of the Association, we have been authorized to execute this document on behalf of the Association.

EXECUTED AND ACKNOWLEDGED this $\frac{\partial S}{\partial S}$ day of

DIRECTOR

ROYAL TERRACE CONDOMINIUM

Solid of Directors Royal Terrace

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EXHIBIT C

I being the Secretary of the Association hereby attest that the attached amendment was approved by at least seventy-five (75%) percent of the owners at a meeting held for such purpose.

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REVOCABLE PROXY

| I/WE DEAKE being the owner(s) of UNIT NO 20 |
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| located in the Royal Terrace Condominium Association, do hereby constitute and |
| appoint SHIRLEY DRAKE |
| as primary proxy and in the proxy's absence, a majority of the Board of the Association |
| or their designated substitute to vote my proxy at the meeting of said Association with |
| full power to vote as if I were personally present, with all powers I possess. My presence |
| at the meeting will automatically revoke this proxy, unless I indicate otherwise. I |
| understand that I may revoke this proxy at any time by sending a letter to the Board of |
| said Association revoking this proxy. |
| IN WITNESS WHEREOF, I have signed this proxy on 7 day of 301 1999 |
| James Dulu O. |
| OWNER SIGNATURE |

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| WITH IN THEIR UNIT. GARAGE OR ST INDIVIDUAL. | URAGE AREAS IU ANI |
| NO, I AM NOT IN LAWS TO PROHIBIT THE RENTING OF OWNER WITH IN THEIR UNIT, GAPACINDIVIDUAL. | |
| Comma V. Brutterf SIGNATURE | 7-7-99 DATE |
| 21 | CA'S OFF |



REVOCABLE PROXY

| I/WE Enma a. Brattlea being the owner(s) of UNIT NO 25 |
|--|
| located in the Royal Terrace Condominium Association, do hereby constitute and |
| appoint Julie Dilibert |
| as primary proxy and in the proxy's absence, a majority of the Board of the Association |
| or their designated substitute to vote my proxy at the meeting of said Association with |
| full power to vote as if I were personally present, with all powers I possess. My presence |
| at the meeting will automatically revoke this proxy, unless I indicate otherwise. I |
| understand that I may revoke this proxy at any time by sending a letter to the Board of |
| said Association revoking this proxy. |
| IN WITNESS WHEREOF, I have signed this proxy on |
| Emma Q Britteaf OWNER SIGNATURE |
| OWNER DIGITION OF THE PROPERTY |

| PLEASE CHECK ONLY ONE | |
|---|-----------------------------|
| YES, 1 AM IN FAV TO PROHIBIT THE RENTING OF ANY | OR OF AMMENDING THE BY-LAWS |
| WITH IN THEIR UNIT, GARAGE OR ST INDIVIDUAL. | |
| LAWS TO PROHIBIT THE RENTING O | |
| OWNER WITH IN THEIR UNIT, GARACINDIVIDUAL. |)4h. |
| Marie G. Demereches SIGNATURE Unit 1D | July 5, 1999 DATE |
| | Tis |
| | |