750 Lake Cook Road, Suite 350 Buffalo Grove, Illinois 60089 TEL: 847. 537. 0500 FAX: 847. 537. 0550 WEB: www.ksnlaw.net LAW OFFICES OF



134 North LaSalle Street, Suite 1600 Chicago, Illinois 60602 TEL: 312. 372. 3227 FAX: 312. 372. 4646

Writer's Direct No.: 847.777.72.41 Writer's E-mail: rpn@ksnmail.com

December 26, 2002

Reply To: Buffalo Grove

Board of Directors Coromandel Conclominium Association c/o Ms. Mindy Mage o 375 Kelburn Roac P. O. Box 7146 Deerfield, IL 60015

#### Re: Amendment to Declaration

Dear Board Membe s:

Enclosed please fine the **original** recorded copy of the amendment to the Association's Declaration regarding the leasing of units. The amendment was recorded on December 6, 2002 (which is then the effective date of the amendment) as Document Number 5066653.

Please retain this or ginal document in the Association's permanent files. We have kept a copy for our records.

If you have any que tions regarding this matter, please do not hesitate to call me.

Sincerely,

**RPN/ed** 

# FILE COPY

AMENIDMI INT TO THE DECL./ RATION OF CONDC MINIUM OWNERSI IP FOR THE COROL MANDEL CONDON INIUM ASSOCI/ TION

5066653

FILED FOR RECORD BY: MARY ELLEN VANDERVENTER LAKE COUNTY, IL RECORDER 12/06/2002 - 11:41:17 A.M. RECEIPT #: 51666 DRAWER #: 17

For use by Recorder's Office only

This document is recorded for the purpose of amending the Declaration of Condominium Omership (hereafter the "Declaration") for the Coromandel Condominium As sociation, (hereafter the "Association"), which Declaration was recorded on July 13, 1995 as Document Number 3694991 in the Office of the Recorder of Deer s of Lake County, Illinois, and covers the property (hereafter the "Property") le jally described in Exhibit "A," which is attached hereto and made a part here of.

This Arrel dment is adopted pursuant to the provisions of Article Fourteen, Section 6 of the a foresaid Declaration. Said section provides that the Declaration may be amended by an instrument in writing signed and acknowledged by the Board and approved by the Unit Owners having at least 75% of the total vote at a meeting called fc that purpose. No amendment is effective until recorded.

## RECITALS

WHEREA 3, by the Declaration recorded in the Office of the Recorder of Deeds of Lake C punty, Illinois, the Property has been subjected to the covenants contained thereir 1 and

WHEREA 3, the Board and the Owners desire to amend the Declaration in order to provide 1 or the orderly operation of the Property; and

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

Robert P. Nest t, Esq. Kovitz Shifrin esbit 750 Lake Cook Ri ad, #350 Buffalo Grove, I 60089 847. 777.72 41 WHEREAS, the following Amendment has been signed and acknowledged by the Board of Managers; and

Page 1

WHEREA 3, the following Amendment has been approved by the Unit Owners having  $\epsilon$  least 75% of the total vote at a meeting called for that purpose.

NOW, TH EREFORE, the Declaration of Condominium Ownership for the Coromandel Cor Jominium Association is hereby amended in accordance with the text which follows (Additions in text are indicated by <u>underline</u>; deletions by strike-outs):

1. Art cle IX, Sub-Article VIII, Section 3(i) of the Declaration is amended as follows:

(i) LEASES.

(a) With the exception of a lender in possession of a Unit following a default i + a first mortgage, a foreclosure proceeding or any deed or other arrangem nt in lieu of foreclosure, n No Unit Owner shall be permitted to lease his | Init for transient or hotel purposes. Any lease of a Unit for less than one(i) year six (6) months shall be deemed to be a lease for transient c r hotel purposes. Unit Owners (other than Developer) shall be permitted o lease their Units, but not less than the entire Unit, on such terms and conditions as the Unit Owners may deem advisable, <u>subject to</u> the provis ons of this Section, and all such leases shall be in writing and a copy of every such lease, as and when executed, shall be furnished to the Board. Ary 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 hat any failure by the lessee to comply with the terms of this Declaration shall be a default under the lease which shall be enforceable by the Board or the Condominium Association.

(b) Notwithstanding any foregoing provisions of this Declaration to the con ary, rental or leasing of Units is prohibited, except as hereinalte provided:

(1) Those Units that are leased on the effective date of this Amendment, may be leased until such time as the Unit is sold or c therwise transferred. A copy of any current lease must be on fie vith the Board of Managers.

(2) To meet special situations and to avoid undue har ship or practical difficulties, the Board may, but is not required to, rant permission to a Unit Owner to lease his Unit to a specified less are for a period of not more than one (1) year on such rea onable terms as the Board may establish. Such permission may be granted by the Board only upon written application by the Uni Owner to the Board. The Board shall respond to each app ication in writing within thirty (30) days of the submission the eof. All requests for extension of the original lease must also be ubmitted to the Board in the same manner as set forth for the original application. The Board has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease or ext insion of a lease. The Board's decision shall be final and bin ing. Any lease approved by the Board shall be subject to the Cert laration, By-Laws and rules and regulations governing the Ass ociation.

(c) Paragraph (b) above shall not apply to the rental or leasing of units to he immediate family members of the Owner. For purposes of this Sectic 1, "immediate family members" shall include the parents, children a d siblings of an Owner.

(d) The Board of Directors of the Association shall have the right to lease a y Association owned Units or any Unit which the Association has posse sion, pursuant to any court order, and said Units shall not be subject to his Amendment.

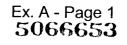
2. Thi Amendment shall be effective upon recordation in the Office of the Recorder of Leeds of Lake County, Illinois.

**3.** Exc ept to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

#### **EXHIBIT A**

#### LEGAL DESCRIPTION

Lots 1 through 1(, both inclusive, in Coromandel Resubdivision, of part of the South half of the Northwest quarter and the Southwest quarter of Section 23, Township 43 Noi h, Range 12, East of the Third Principal Meridian, in Lake County, Illinois; v hich survey is attached as Exhibit "A" to the Declaration of Condominium re-orded July 13, 1995 as Document 3694991 in the Recorders Office of Lake County, Illinois.



## **EXHIBIT B**

<u>ب</u>

# APPROVAL BY BOARD OF MANAGERS

We, the undersigned, are the members of the Board of Managers of the Coromandel Condominium Association, established by the aforesaid Declaration of Condominium Dwnership. By our signatures below, we hereby consent to this Amendment for the Coromandel Condominium Association. In witness whereof, we have signed this document and cast our votes in favor of this Amendment at a duly called meeting of the Board of Managers on  $\frac{11-19}{2002}$ .

Being the Board of Managers of the Coromandel Condominium Association

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Ex. B - Page 1



5066653

# EXHIBIT C

# **CERTIFICATION AS TO UNIT OWNER APPROVAL**

I,  $\underline{B_{FA}}$   $(\underline{A_{NC}HESTER}$ , do hereby certify that I am the duly elected and qualified secretary for the Coromandel Condominium Association, and is such Secretary, I am the keeper of the books and records of the Association.

I further ce tify that the attached Amendment to the Declaration of Condominium (D) mership for the Coromandel Condominium Association, was duly approved by the affirmative vote of voting members (either in person or by proxy) representing at least 75% of the votes cast at a meeting of the owners, in accordance with the provisions of Article Fourteen, Section 6 of the Declaration.

Bea anchester Secretary

Set and the

Dated at Deerfiel I, Illinois this

19 day of November 2002.

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Ex. C - Page 1

