

**FIRST AMENDMENT TO  
THE DECLARATION OF CONDOMINIUM OWNERSHIP AND  
OF EASEMENTS, RESTRICTIONS AND  
COVENANTS FOR THE  
RIVERWALK CONDOMINIUM ASSOCIATION**

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants (hereafter the "Declaration") for Riverwalk Condominium Association (hereafter the "Association"), which Declaration was recorded on June 24, 1988 as Document No. 8827910 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 is attached hereto and made a part hereof.

01-09-95 09:47  
RECORDING 59.00  
MAIL 1.00  
# 95031646

This Amendment is adopted pursuant to the provisions of Article XIII, Section 1 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 signed by the owners having at least seventy-five percent (75%) of the total ownership of all units, certified by the Secretary of the Board, and provided further that it contains an affidavit by the Secretary of the Association 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 10 days prior to the date of such Amendment.

**RECITALS**

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been subjected to the easements, restrictions and covenants contained therein; and

WHEREAS, the Board and the Owners desire to amend the Declaration in order to provide for the orderly operation of the Property; and

WHEREAS, the following amendment has been approved in writing by 75% of the Owners and certified by the Secretary, in compliance with Article XIII, Section 1 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 for Riverwalk Condominium is hereby amended in accordance with the text which follows (additions in text are indicated by underline; deletions by ~~strike-outs~~):

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1. Article X of the Declaration is amended by adding the following subsections:

(p) Notwithstanding the foregoing provisions of this Declaration to the contrary, rental or leasing of Units is prohibited, except as hereinafter provided. To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to a Unit Owner to lease his Unit to a specified lessee for a period of not less than six (6) months nor more than one (1) year on such reasonable terms as the Board may establish. Such permission may be granted by the Board only upon written application by the Owner to the Board. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. The Board has sole and complete discretion to approve or disapprove any Owner's application for a lease. The Board's decision shall be final and binding.

(q) Subsection (p) of this Article X shall not apply to the rental or leasing of Units by any Owner or contract purchaser of a Unit prior to the effective date of this Amendment, and they shall be entitled to rent or lease their units until such time as their units are sold or otherwise transferred. Each Unit Owner or contract purchaser renting out their unit prior to the recording date is subject to the following restrictions:

(1) Once the unit is vacated by their tenant, it must be re-rented promptly, re-occupied by the unit owner or put up for sale. Should the unit be re-occupied by the unit owner, future rental and leasing of the unit is prohibited except as otherwise provided herein.

(2) Copies of all leases must be submitted to the Board within ten (10) days after execution and prior to occupancy.

(3) All tenants shall acknowledge in writing that they have received copies of the rules and regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors.

(r) 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.

(s) Any unit leased in violation of this amendment or any Unit Owner found to be in violation of the rules and regulations adopted by the Board of Managers may be subject to a flat or daily fine to be determined by the Board of Managers, upon notice to the Owner and an opportunity to be heard.

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(t) In addition to the authority to levy fines against the Unit 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 Unit Owner and/or their tenant, under Ch. 110, par. 9-104.1, Ill. Rev'd. Stat., an action for injunctive and other equitable relief, or an action at law for damages.

(u) Any action brought on behalf of the Association and/or the Board of Directors to enforce this amendment shall subject the Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(v) 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.

(w) Subsection (p) of this Article X shall not apply to the rental or leasing of Units to any person related by blood or marriage to the Owner.

(x) Subsection (p) of this Article X shall not apply to the use and occupancy of a unit by a former owner following the sale of a unit for a period not to exceed ninety (90) days.

(y) Occupancy of a unit is limited to the following:

(1) No more than two unrelated occupants may reside in a unit; or

(2) Only one family unit consisting of the unit owner(s) (or lessee), their children and/or their parents may reside in a unit.

(3) House guests are permitted for a period not to exceed thirty (30) days. Any owner having a guest for more than thirty (30) days, must petition the Board for approval.

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:

Robert B. Kogen  
Kovitz Shifrin & Waitzman  
3436 North Kennicott, #150  
Arlington Heights, IL 60004

EXHIBIT A

Lots 11 through 16 and 26 through 31, both inclusive; Lot 32, except the Northerly 9.0 feet thereof; all of the North and South alley lying Easterly of and adjoining Lots 11 through 16, both inclusive, Westerly of and adjoining Lots 26 through 31, both inclusive, Southerly of the Northerly line of said Lots 11 and 31 extended; the Easterly 1/2 of the alley lying Westerly of and adjoining said Lot 32, except the Northerly 9.0 feet thereof, Northerly of the Southerly line of said Lot 32 extended and Southerly of the Southerly line of the Northerly 9.0 feet of said Lot 32 extended; all in Lee's Subdivision of Lots 10, 11, 12 and 13 of Hodge's Subdivision in Sections 16 and 17, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

all in the City of Des Plaines and commonly known as follows:

Address

P.I.N.

545 River Road, Unit 201	09-16-300-118-1001
545 River Road, Unit 202	09-16-300-118-1002
545 River Road, Unit 203	09-16-300-118-1003
545 River Road, Unit 204	09-16-300-118-1004
545 River Road, Unit 205	09-16-300-118-1005
545 River Road, Unit 206	09-16-300-118-1006
545 River Road, Unit 207	09-16-300-118-1007
545 River Road, Unit 208	09-16-300-118-1008
545 River Road, Unit 301	09-16-300-118-1009
545 River Road, Unit 302	09-16-300-118-1010
545 River Road, Unit 303	09-16-300-118-1011
545 River Road, Unit 304	09-16-300-118-1012
545 River Road, Unit 305	09-16-300-118-1013
545 River Road, Unit 306	09-16-300-118-1014
545 River Road, Unit 307	09-16-300-118-1015
545 River Road, Unit 308	09-16-300-118-1016
545 River Road, Unit 401	09-16-300-118-1017
545 River Road, Unit 402	09-16-300-118-1018
545 River Road, Unit 403	09-16-300-118-1019
545 River Road, Unit 404	09-16-300-118-1020
545 River Road, Unit 405	09-16-300-118-1021
545 River Road, Unit 406	09-16-300-118-1022
545 River Road, Unit 407	09-16-300-118-1023
545 River Road, Unit 408	09-16-300-118-1024
545 River Road, Unit 501	09-16-300-118-1025
545 River Road, Unit 502	09-16-300-118-1026
545 River Road, Unit 503	09-16-300-118-1027
545 River Road, Unit 504	09-16-300-118-1028
545 River Road, Unit 505	09-16-300-118-1029
545 River Road, Unit 506	09-16-300-118-1030
545 River Road, Unit 507	09-16-300-118-1031
545 River Road, Unit 508	09-16-300-118-1032
545 River Road, Unit 601	09-16-300-118-1033
545 River Road, Unit 602	09-16-300-118-1034
545 River Road, Unit 603	09-16-300-118-1035
545 River Road, Unit 604	09-16-300-118-1036

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AddressP.I.N.

545 River Road, Unit 605	09-16-300-118-1037
545 River Road, Unit 606	09-16-300-118-1038
545 River Road, Unit 607	09-16-300-118-1039
545 River Road, Unit 608	09-16-300-118-1040
545 River Road, Unit 701	09-16-300-118-1041
545 River Road, Unit 702	09-16-300-118-1042
545 River Road, Unit 703	09-16-300-118-1043
545 River Road, Unit 704	09-16-300-118-1044
545 River Road, Unit 705	09-16-300-118-1045
545 River Road, Unit 706	09-16-300-118-1046
545 River Road, Unit 707	09-16-300-118-1047
545 River Road, Unit 708	09-16-300-118-1048
555 River Road, Unit 201-A	09-16-300-118-1049
555 River Road, Unit 202-A	09-16-300-118-1050
555 River Road, Unit 203-A	09-16-300-118-1051
555 River Road, Unit 204-A	09-16-300-118-1052
555 River Road, Unit 205-A	09-16-300-118-1053
555 River Road, Unit 206-A	09-16-300-118-1054
555 River Road, Unit 207-A	09-16-300-118-1055
555 River Road, Unit 208-A	09-16-300-118-1056
555 River Road, Unit 301-A	09-16-300-118-1057
555 River Road, Unit 302-A	09-16-300-118-1058
555 River Road, Unit 303-A	09-16-300-118-1059
555 River Road, Unit 304-A	09-16-300-118-1060
555 River Road, Unit 305-A	09-16-300-118-1061
555 River Road, Unit 306-A	09-16-300-118-1062
555 River Road, Unit 307-A	09-16-300-118-1063
555 River Road, Unit 308-A	09-16-300-118-1064
555 River Road, Unit 401-A	09-16-300-118-1065
555 River Road, Unit 402-A	09-16-300-118-1066
555 River Road, Unit 403-A	09-16-300-118-1067
555 River Road, Unit 404-A	09-16-300-118-1068
555 River Road, Unit 405-A	09-16-300-118-1069
555 River Road, Unit 406-A	09-16-300-118-1070
555 River Road, Unit 407-A	09-16-300-118-1071
555 River Road, Unit 408-A	09-16-300-118-1072
555 River Road, Unit 501-A	09-16-300-118-1073
555 River Road, Unit 502-A	09-16-300-118-1074
555 River Road, Unit 503-A	09-16-300-118-1075
555 River Road, Unit 504-A	09-16-300-118-1076
555 River Road, Unit 505-A	09-16-300-118-1077
555 River Road, Unit 506-A	09-16-300-118-1078
555 River Road, Unit 507-A	09-16-300-118-1079
555 River Road, Unit 508-A	09-16-300-118-1080
555 River Road, Unit 601-A	09-16-300-118-1081
555 River Road, Unit 602-A	09-16-300-118-1082
555 River Road, Unit 603-A	09-16-300-118-1083
555 River Road, Unit 604-A	09-16-300-118-1084
555 River Road, Unit 605-A	09-16-300-118-1085
555 River Road, Unit 606-A	09-16-300-118-1086
555 River Road, Unit 607-A	09-16-300-118-1087
555 River Road, Unit 608-A	09-16-300-118-1088
555 River Road, Unit 701-A	09-16-300-118-1089
555 River Road, Unit 702-A	09-16-300-118-1090

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Address

P.I.N.

555 River Road, Unit 703-A	09-16-300-118-1091
555 River Road, Unit 704-A	09-16-300-118-1092
555 River Road, Unit 705-A	09-16-300-118-1093
555 River Road, Unit 706-A	09-16-300-118-1094
555 River Road, Unit 707-A	09-16-300-118-1095
555 River Road, Unit 708-A	09-16-300-118-1096

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CERTIFICATION AS TO UNIT OWNERS

STATE OF ILLINOIS     )  
                                  ) ss.  
COUNTY OF COOK        )

I, SUE GROSSMAN, state that I am the Secretary of the Board of Managers of Riverwalk Condominium Association, and hereby certify that the foregoing amendment was approved by owners representing at least 75% of the vote of the Association.

DATED: 9-17, 1994

By: Sue Grossman  
Secretary

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