

# UNOFFICIAL COPY

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Cook County Recorder 33.50

**AMENDMENT TO  
THE  
DECLARATION OF  
CONDOMINIUM OF  
THE  
NORTHFIELD  
VILLAGE CENTER  
CONDOMINIUM  
ASSOCIATION**

**COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
SKOKIE OFFICE**



For Use by Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium (hereafter the "Declaration") of the Northfield Village Center Condominium Association, (hereafter the "Association"), which Declaration was recorded on November 3, 1989 as Document Number 89-524399 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.

This Amendment is adopted pursuant to the provision of Section 17 and Section 7(b) of the aforesaid Declaration. Article 17 provides that the Declaration may be amended by an instrument in writing signed and acknowledged by an officer of the Board and approved by the Unit Owners having more than 66 2/3% of the total vote. Section 17 of the Declaration further provides that any amendment which changes the provisions of the Declaration concerning leasing must also be approved in writing by Eligible Mortgagees of Units representing more than 51% of the Units encumbered by such Mortgages. Section 7(b) of the Declaration provides that, so long as the Village of Northfield is the owner of any Unit, the Declaration may not be amended so as to prohibit the Village from renting such Unit(s). No amendment is effective until recorded.

## 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 covenants contained therein; and

This document, after recording,  
to be returned to:

MORTON J. HARRIS  
211 Waukegan Road  
Suite 300  
Northfield, Illinois 60096  
(847) 441-7626



Handwritten initials: TH, DW

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Property of Cook County Clerk's Office



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 by the Unit Owners having more than 66 2/3% of the total vote, at a meeting called for that purpose, as evidenced by the Affidavit attached hereto as Exhibit B; and

WHEREAS, as evidenced by the Affidavit attached hereto as Exhibit C, there are no Eligible Mortgagees, as defined in Section 25 of the Declaration, and, therefore, that requirement of Section 17 of the Declaration is not relevant.

NOW, THEREFORE, the Declaration of Condominium of the Northfield Village Center Condominium Association is hereby amended as follows:

**1. The title of Section 7, and Section 7(a) of the Declaration are amended to read as follows:**

"7. Lease of Units"

"(a) Notwithstanding any other provisions of this Declaration to the contrary, rental or leasing of Units is prohibited, except as hereinafter provided:"

"(i) Any Unit that is leased on the effective date of this Amendment, may continue to be leased but only to the tenant as of such date. The Unit Owner must submit a copy of the current lease to the Board."

"(ii) 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 for a period of 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 Unit 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 Unit Owner's application for a lease. The Board's decision shall be final and binding. Any lease approved by the Board shall be subject to the Declaration, By-Laws and Rules and Regulations governing the Association."

"(iii) Paragraph (a) above shall not apply to the rental or leasing of units to the immediate family members of the Unit Owner. For purposes of this Section, "immediate family members" shall include the parents, grandparents, and children of an Unit Owner."

"(iv) In accordance with Section 7(b) of the Declaration, paragraph (a) above shall not apply to those Units owned by the Village of

Northfield. The Village of Northfield may continue to lease its Units but upon the sale or transfer of a Unit, the Unit then shall be subject to this Section."

"(v) The Board shall have the right to lease any Association owned Units or any Unit of which the Association has possession, pursuant to any court order, and said Units shall not be subject to this Section."

"(vi) Any Unit being leased in violation of this Section or any Unit Owner found to be in violation of the Rules and Regulations adopted by the Board may be subject to a flat or daily fine to be determined by the Board upon notice and an opportunity to be heard."

"(vii) In addition to the authority to levy fines against the Unit Owner for violation of this Section 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 respective tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages."

"(viii) Any action brought on behalf of the Association and/or the Board 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."

"(ix) All unpaid charges as a result of the foregoing, including late fees and interest on the unpaid balance, shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment."

2. This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois.

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

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed by the President of its Board on this 16<sup>th</sup> day of August, 2001.

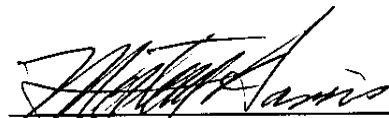
Northfield Village Center  
Condominium Association

By: *Vanessa Slabuck*  
President

State of Illinois )  
                                  ) SS  
County of Cook    )

I, Morton J. Harris, a Notary Public in and for said County and State, do hereby certify that HARRIET SLABECK, President of the Board of said Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act, and as the free and coluntary act of the Association, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 16<sup>th</sup> day of August, 2001.

  
\_\_\_\_\_  
Notary Public



This document was prepared by:

Morton J. Harris  
211 Waukegan Road           and  
Northfield, Illinois 60093  
(847) 441-7676

Kerry T. Bartell  
Jordan I. Shifrin  
750 Lake Cook Rd., Suite 350  
Buffalo Grove, Illinois 60089  
(847) 537-0500

EXHIBIT A

LEGAL DESCRIPTION

Units 101 through 104, 106 through 110, 201 through 211, 301 through 311, 401 through 408 in the Northfield Village Center Condominium in Lot 2 in Northfield Village Center, being a subdivision of part of the Southwest Quarter of Section 19, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Consisting of one building located at 308 South Happ Road, in the Village of Northfield, County of Cook, State of Illinois and containing the following units:

<u>Unit No.</u>	<u>Permanent Index No.</u>	<u>Unit No.</u>	<u>Permanent Index No.</u>
101	05-19-327-004-1001	401	05-19-327-004-1032
102	-1002	402	-1033
103	-1003	403	-1034
104	-1004	404	-1035
106	-1005	405	-1036
107	-1006	406	-1037
108	-1007	407	-1038
109	-1008	408	-1039
110	-1009		
201	-1010		
202	-1011		
203	-1012		
204	-1013		
205	-1014		
206	-1015		
207	-1016		
208	-1017		
209	-1018		
210	-1019		
211	-1020		
301	-1021		
302	-1022		
303	-1023		
304	-1024		
305	-1025		
306	-1026		
307	-1027		
308	-1028		
309	-1029	Unit 105 does not exist	
310	-1030		
311	-1031		

EXHIBIT B

AFFIDAVIT AS TO UNIT OWNER APPROVAL

I, Morton J. Harris, do hereby certify that I am the duly elected and qualified Secretary of the Northfield Village Center Condominium Association, and as such Secretary, I am the keeper of its books and records.

I further certify that (i) the attached Amendment to the Declaration of Condominium of the Northfield Village Center Condominium Association was duly approved at a meeting of the Unit Owners by the affirmative vote of Unit Owners (either in person or by proxy) representing more than 66 2/3% in the aggregate in interest of the undivided ownership of the Common Elements, in accordance with the provisions of Section 17 of the Declaration; and (ii) not less than ten (10) days prior to the date hereof, a copy of the Amendment was mailed, by certified mail, to all Mortgagees having bona fide liens of record against any Unit.

*Morton J. Harris*  
Secretary

Subscribed and sworn to before me  
this 17<sup>th</sup> day of August, 2001.

*Larry Magill*  
Notary Public

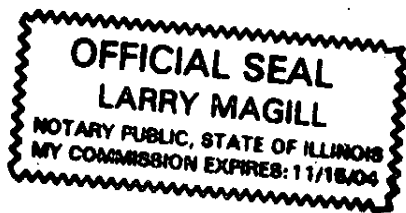
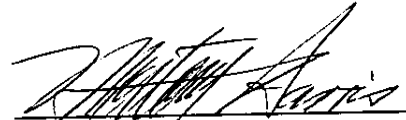


EXHIBIT C

AFFIDAVIT AS TO MORTGAGEE CONSENT

I, Morton J. Harris, being first duly sworn on oath, do hereby certify that I am the duly elected and qualified Secretary of the Northfield Village Center Condominium Association, and as such Secretary, I am the keeper of its books and records.

I further certify that the Association, as well as its management company, Property Specialists, Inc., have no record of a written request from any Mortgagee to provide any of the notices set forth in Section 25 of the Declaration of Condominium, and, therefore, there are no Eligible Mortgagees, as defined in Section 25.

  
Secretary

Subscribed and sworn to before me  
this 17<sup>th</sup> day of August, 2001.

  
Notary Public

