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0020088112

17870180 35 001 Page 1 of 16
2002-01-22 12:11:42
Cook County Recorder 51.00

THIS DOCUMENT HAS BEEN
PREPARED BY, AND AFTER
RECORDATION SHOULD BE
RETURNED TO:



0020088112

Arnstein & Lehr
120 South Riverside Plaza
Suite 1200
Chicago, Illinois 60606
Attn: David M. Bendoff, Esq.

**FIRST AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR
DEARBORN RIDGE TOWNHOMES HOMEOWNERS ASSOCIATION**

This document is recorded for the purpose of amending the Declaration of Covenants, Conditions, Easements and Restrictions (hereafter the "Declaration") for Dearborn Ridge Townhomes Homeowners Association (hereafter the "Association"), which Declaration was recorded as Document No. 98861113 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 thereof.

This amendment is adopted pursuant to the provisions of Article 12, Section 12.4 and Article 8, Section 8.1 of the aforesaid Declaration. Said provisions provide 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, provided the same is signed and acknowledged by Voting Members having at least fifty-one percent (51%) of the total vote; and provided further that fifty-one percent (51%) of the first mortgagees of individual Lots have given their prior written approval.

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been submitted to the provisions of the Declaration; and

WHEREAS, the Owners desire to amend the Declaration in order to restrict occupancy of Lots, to prohibit the leasing or rental of Lots with certain limited exceptions, and to provide that the Association is responsible for the maintenance, repair, and replacement of roofs and gutters of individual townhomes located on the Lots made necessary by ordinary wear and tear; and

RECORDING FEE 51
DATE 2-22-02
OK BY [Signature]

Box 378
DMB

51

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WHEREAS, the amendment has been signed and acknowledged by Voting Members having at least fifty-one percent (51%) of the total vote, and fifty-one percent (51%) of the first mortgagees of individual Lots have given their prior written approval, all in compliance with Article 12, Section 12.4 and Article 8, Section 8.1 of the Declaration.

NOW THEREFORE, Article 3, Section 3.1 of the Declaration of Covenants, Conditions, Easements and Restrictions for Dearborn Ridge Townhomes Homeowners Association is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

3.1. Permitted Use. All Lots shall be used only for Single Family dwellings. Each Lot shall be occupied by the Owner, said Owner's spouse, sibling, child, parent, grandparent, or any one or more of them. Each Owner shall maintain his Lot and all Improvements located thereon in a clean, sightly and safe condition and shall at all times cause the prompt removal of all papers, debris and refuse therefrom and the removal of snow and ice from paved areas when and as required.

NOW THEREFORE, Article 10 of the Declaration of Covenants, Conditions, Easements and Restrictions for Dearborn Ridge Townhomes Homeowners Association is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

ARTICLE 10

LEASE OF LOTS

10.1. Rental or leasing of Lots except as hereinafter provided in subsections 10.2 and 10.3 is prohibited.

10.2. To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to an Owner to lease or rent his Lot to a specified lessee for a period of twelve (12) consecutive months on such other reasonable terms as the Board may establish. Such permission may be granted by the Board only upon the 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. All requests for extension of the original lease must also be submitted 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 Owner's application for a lease or extension of the lease. The Board's decision shall be final and binding.

10.3. The provisions of subsections 10.1 and 10.2 shall not apply to the rental or leasing of Lots by the Association through its Board of Directors or to the rental or leasing of Lots by the first mortgagee of the Owner of the Lot.

10.4 Copies of all leases in effect must be submitted to the Board within thirty (30) days of the effective date of this Amendment. With regard to any lease permitted by this Amendment, the Owner leasing the Lot shall deliver a copy of the signed lease to the

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Board not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. An Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of an Owner under the Declaration or By-Laws, or rules and regulations of the Association; and such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void. Any lease agreement between an Owner and a lessee permitted by this Amendment shall be in writing and shall provide that the terms of such lease are subject in all respects to the provisions of this Declaration, the Articles of Incorporation, By-Laws and rules and regulations of the Association, and that failure by the lessee to comply with the terms of such documents shall be a default under the lease. To verify this, a Rider which can be obtained from the Board must be signed and attached to every lease and returned to the Board. Notwithstanding, no lease is to be less than thirty (30) days. Other than the foregoing, there is no restriction on the right of any Owner, including Declarant, to lease any Lot it owns.

NOW THEREFORE, Article 7 of the Declaration of Covenants, Conditions, Easements and Restrictions for Dearborn Ridge Townhomes Homeowners Association is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

ARTICLE 7**EXTERIOR MAINTENANCE BY ASSOCIATION AND OWNERS**

In addition to other rights, powers and duties of the Association under applicable law or as otherwise set forth in this Declaration and in the By-Laws of the Association, the Association shall have the following rights, powers and duties with regard to the Common Area and Lots and the cost and expense of which shall be paid for by the Association from assessment funds.

Common Area. The Association shall maintain, repair, replace and manage the Common Area and all facilities, improvements and equipment thereon, and pay for all expenses and services in connection therewith, including without limiting the generality of the foregoing: landscape maintenance, comprehensive liability, hazard and other insurance, payment of all taxes, assessments and other liens and encumbrances which are assessed to or charged against the Common Area or other property owned by the Association, and such other services for the Common Area as the Board deems to be in the best interests of the Association and its Member.

Lots. To the extent necessary due to ordinary wear and tear, as determined by the Board, the Association shall maintain, repair, and replace the roofs and gutters of the individual dwellings and garages located on the Lots, and pay for all expenses and services in connection therewith. Notwithstanding the foregoing, the Owner of each Lot shall procure and maintain casualty insurance for said Lot, and the dwelling, garage, and other improvements located thereon, and such Owner shall be responsible for all maintenance, repair, and replacement of the dwelling, garage, or other improvements

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located on the Lot resulting from a casualty or other loss.

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

END OF TEXT OF AMENDMENT

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
COUNTY OF COOK)

The undersigned is a voting member of the Dearborn Ridge Townhomes Homeowners Association, established by the aforesaid Declaration of Condominium, and by my (our) signature(s) below do hereby execute and acknowledge the foregoing amendment to the Declaration pursuant to Article 12, Section 12.4 of the Declaration.

EXECUTED this 5 day of September 2001.

FRANK FALZONE
Printed Name
ANGELA FALZONE

Angela Falzone
Signature

Lot Address: 1000 CEDAR

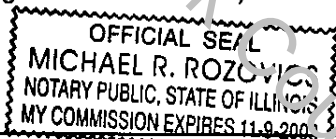
Being owner(s) of Lot 9
in the Dearborn Ridge Townhomes
Homeowners Association

NOTE: A NOTARY MUST COMPLETE ONE OF THE FOLLOWING

Acknowledgment
(In An Individual Capacity)

This instrument was acknowledged before me on Sept 5 2001 by
FRANK FALZONE ANGELA FALZONE
(name of owner(s) signing amendment above)

Michael R. Rozovics
Notary Public Signature



Acknowledgment
(In A Representative Capacity)

This instrument was acknowledged before me on _____ 2001 by
_____ as _____
(name) (type of authority, e.g., officer, trustee, etc.)

of _____
(name of owner(s) on behalf of whom amendment was signed)

Michael R. Rozovics
Notary Public Signature



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STATE OF ILLINOIS)
)
COUNTY OF COOK)

0020088112

The undersigned is a voting member of the Dearborn Ridge Townhomes Homeowners Association, established by the aforesaid Declaration of Condominium, and by my (our) signature(s) below do hereby execute and acknowledge the foregoing amendment to the Declaration pursuant to Article 12, Section 12.4 of the Declaration.

EXECUTED this 25 day of September 2001

RANDEE GALLO
Printed Name

Randee E. Gallo
Signature

Lot Address: 1002 Cedar St.
Dearborn Ridge, IL
60015

Being owner(s) of Lot 1002
in the Dearborn Ridge Townhomes
Homeowners Association

NOTE: A **NOTARY** MUST COMPLETE ONE OF THE FOLLOWING

Acknowledgment
(In An Individual Capacity)

This instrument was acknowledged before me on September 25, 2001 by
Randee Gallo
(name of owner(s) signing amendment above)

Theresa R. Beirne
Notary Public Signature



Acknowledgment
(In A Representative Capacity)

This instrument was acknowledged before me on _____, 200__ by
_____ as _____
(name) (type of authority, e.g., officer, trustee, etc.)

of _____
(name of owner(s) on behalf of whom amendment was signed)

Notary Public Signature

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7

STATE OF ILLINOIS)
)
COUNTY OF COOK)

0020088112

The undersigned is a voting member of the Dearborn Ridge Townhomes Homeowners Association, established by the aforesaid Declaration of Condominium, and by my (our) signature(s) below do hereby execute and acknowledge the foregoing amendment to the Declaration pursuant to Article 12, Section 12.4 of the Declaration.

EXECUTED this 20 day of NOV 2001.

SHAWN HARMS

Printed Name

[Signature]
Signature

Lot Address: 1004 CEDAR ST
DEARBORN RIDGE, IL
60068

Being owner(s) of Lot _____
in the Dearborn Ridge Townhomes
Homeowners Association

NOTE: A NOTARY MUST COMPLETE ONE OF THE FOLLOWING

Acknowledgment
(In An Individual Capacity)

This instrument was acknowledged before me on Nov. 20 2001 by
SHAWN HARMS
(name of owner(s) signing amendment above)

[Signature]
Notary Public Signature



Acknowledgment
(In A Representative Capacity)

This instrument was acknowledged before me on _____ 2001 by
_____ as _____
(name) (type of authority, e.g., officer, trustee, etc.)

of _____
(name of owner(s) on behalf of whom amendment was signed)

Notary Public Signature

PROPERTY OF COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK)

0020088112

The undersigned is a voting member of the Dearborn Ridge Townhomes Homeowners Association, established by the aforesaid Declaration of Condominium, and by my (our) signature(s) below do hereby execute and acknowledge the foregoing amendment to the Declaration pursuant to Article 12, Section 12.4 of the Declaration.

EXECUTED this 10 day of SEPT 2001.

Christine Sexton
MICHAEL SEXTON
Printed Name

Christine Sexton
Michael V. Sexton
Signature

Lot Address: 1206 W. CEDAR
DEARBORN RIDGE, IL
60068

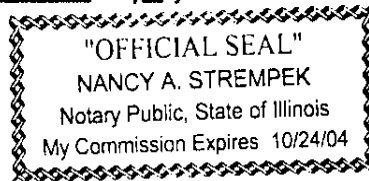
Being owner(s) of Lot _____
in the Dearborn Ridge Townhomes
Homeowners Association

NOTE: A NOTARY MUST COMPLETE ONE OF THE FOLLOWING

Acknowledgment
(In An Individual Capacity)

This instrument was acknowledged before me on 9-10 2001 by
Michael Sexton Christine Sexton
(name of owner(s) signing amendment above)

Nancy A. Strempek
Notary Public Signature



Acknowledgment
(In A Representative Capacity)

This instrument was acknowledged before me on _____ 2001 by
_____ as _____
(name) (type of authority, e.g., officer, trustee, etc.)

of _____
(name of owner(s) on behalf of whom amendment was signed)

Notary Public Signature

UNOFFICIAL COPY 0020088112

STATE OF ILLINOIS)
)
COUNTY OF COOK)

The undersigned is a voting member of the Dearborn Ridge Townhomes Homeowners Association, established by the aforesaid Declaration of Condominium, and by my (our) signature(s) below do hereby execute and acknowledge the foregoing amendment to the Declaration pursuant to Article 12, Section 12.4 of the Declaration.

EXECUTED this 23 day of NOV 2001.

HIRSH M. BUSCH
NORMA L. BUSCH
Printed Name

Hirsh M. Busch
Norma L. Busch
Signature

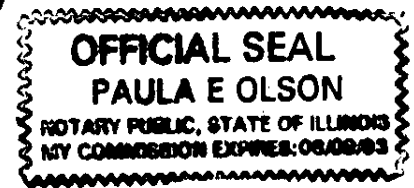
Lot Address: 1508 CEDAR ST
PARK RIDGE
ILLINOIS 60068

Being owner(s) of Lot _____
in the Dearborn Ridge Townhomes
Homeowners Association

NOTE: A NOTARY MUST COMPLETE ONE OF THE FOLLOWING

Acknowledgment
(In An Individual Capacity)

This instrument was acknowledged before me on 11-23 2001 by
Hirsh M. Busch
(name of owner(s) signing amendment above)



Paula E. Olson
Notary Public Signature

Acknowledgment
(In A Representative Capacity)

This instrument was acknowledged before me on _____ 2001 by
_____ as _____
(name) (type of authority, e.g., officer, trustee, etc.)

of _____
(name of owner(s) on behalf of whom amendment was signed)

Notary Public Signature

UNOFFICIAL COPY 0020088112

STATE OF ILLINOIS)
COUNTY OF COOK)

The undersigned is a voting member of the Dearborn Ridge Townhomes Homeowners Association, established by the aforesaid Declaration of Condominium, and by my (our) signature(s) below do hereby execute and acknowledge the foregoing amendment to the Declaration pursuant to Article 12, Section 12.4 of the Declaration.

EXECUTED this 9 day of August 2001.

JERRY VANDOROS
Printed Name

[Signature]
Signature

Lot Address: 1012 CEDAR
DEARBORN RIDGE
ILL. 60064

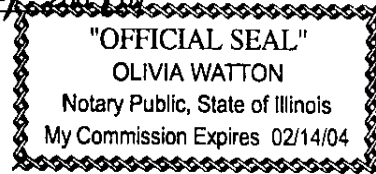
Being owner(s) of Lot 4
in the Dearborn Ridge Townhomes
Homeowners Association

NOTE: A NOTARY MUST COMPLETE ONE OF THE FOLLOWING

Acknowledgment
(In An Individual Capacity)

This instrument was acknowledged before me on Aug 9, 2001 by
JERRY VANDOROS
(name of owner(s) signing amendment above)

[Signature]
Notary Public Signature



Acknowledgment
(In A Representative Capacity)

This instrument was acknowledged before me on _____, 2001 by
_____ as _____
(name) (type of authority, e.g., officer, trustee, etc.)

of _____
(name of owner(s) on behalf of whom amendment was signed)

Notary Public Signature

UNOFFICIAL COPY

0020088112

STATE OF ILLINOIS)
)
COUNTY OF COOK)

The undersigned is a voting member of the Dearborn Ridge Townhomes Homeowners Association, established by the aforesaid Declaration of Condominium, and by my (our) signature(s) below do hereby execute and acknowledge the foregoing amendment to the Declaration pursuant to Article 12, Section 12.4 of the Declaration.

EXECUTED this 12 day of October 2001.

Anne Curran
Printed Name

Anne Curran
Signature

Lot Address: 1014 Cedar Street
Dearborn Ridge, IL 60006

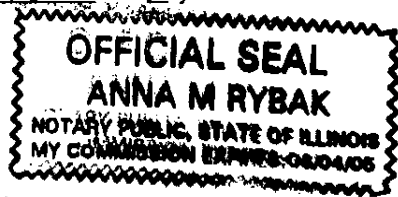
Being owner(s) of Lot 3
in the Dearborn Ridge Townhomes
Homeowners Association

NOTE: A NOTARY MUST COMPLETE ONE OF THE FOLLOWING

Acknowledgment
(In An Individual Capacity)

This instrument was acknowledged before me on 10-12-2001 by
ANNE CURRAN
(name of owner(s) signing amendment above)

Anna M. Rybak
Notary Public Signature



Acknowledgment
(In A Representative Capacity)

This instrument was acknowledged before me on _____ 2001 by
_____ as _____
(name) (type of authority, e.g., officer, trustee, etc.)

of _____
(name of owner(s) on behalf of whom amendment was signed)

Notary Public Signature

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK)

0020088112

The undersigned is a voting member of the Dearborn Ridge Townhomes Homeowners Association, established by the aforesaid Declaration of Condominium, and by my (our) signature(s) below do hereby execute and acknowledge the foregoing amendment to the Declaration pursuant to Article 12, Section 12.4 of the Declaration.

EXECUTED this ____ day of JANUARY 2002

GEORGE OSTERHOUT
Printed Name

George Osterhout
Signature

Lot Address: 1016 CEDAR
ST
PARK RIDGE, IL 60068

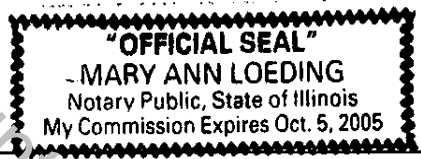
Being owner(s) of Lot _____
in the Dearborn Ridge Townhomes
Homeowners Association

NOTE: A NOTARY MUST COMPLETE ONE OF THE FOLLOWING

Acknowledgment
(in An Individual Capacity)

This instrument was acknowledged before me on 1-11 2002 by
GEORGE OSTERHOUT
(name of owner(s) signing amendment above)

Maryann Loeding
Notary Public Signature



Acknowledgment
(In A Representative Capacity)

This instrument was acknowledged before me on _____ 200__ by
_____ as _____
(name) (type of authority, e.g., officer, trustee, etc.)

of _____
(name of owner(s) on behalf of whom amendment was signed)

Notary Public Signature

UNOFFICIAL COPY

STATE OF ILLINOIS)

0020088112

COUNTY OF COOK)

The undersigned is a voting member of the Dearborn Ridge Townhomes Homeowners Association, established by the aforesaid Declaration of Condominium, and by my (our) signature(s) below do hereby execute and acknowledge the foregoing amendment to the Declaration pursuant to Article 12, Section 12.4 of the Declaration.

EXECUTED this 5 day of September 2001.

Regina Belmonte
Printed Name

Regina Belmonte
Signature

Lot Address: 1018 Cedar Street
Dearborn Ridge IL 60068

Being owner(s) of Lot 1018
in the Dearborn Ridge Townhomes
Homeowners Association

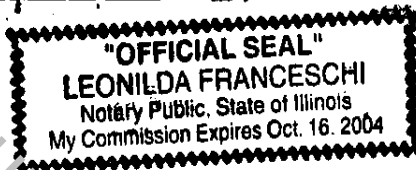
NOTE: A NOTARY MUST COMPLETE ONE OF THE FOLLOWING

Acknowledgment
(In An Individual Capacity)

This instrument was acknowledged before me on Sept 5 2001 by
REGINA L. BELMONTE

(name of owner(s) signing amendment above)

Leonilda Franceschi
Notary Public Signature



Acknowledgment
(In A Representative Capacity)

This instrument was acknowledged before me on _____ 2001 by

_____ as _____
(name) (type of authority, e.g., officer, trustee, etc.)

of _____
(name of owner(s) on behalf of whom amendment was signed)

Notary Public Signature

UNOFFICIAL COPY
CERTIFICATION AS TO VOTING MEMBER APPROVAL

0020088112

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, *Angela Tajone*, state that I am the Secretary of the Board of Directors of Dearborn Ridge Townhomes Homeowners Association, an Illinois not-for-profit corporation, and as such Secretary and the keeper and custodian of the books and records of said Association, I hereby certify that the persons whose names are subscribed to the foregoing instrument represent voting members having at least fifty-one percent (51%) of the total vote, in compliance with Article 12, Section 12.4 of the Declaration.

BY: *Angela Tajone*
Secretary

DATE: *January 18, 2002*

Clerk's Office of Cook County

12

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CERTIFICATION AS TO APPROVAL BY FIRST MORTGAGEES

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

0020088112

I, Angela Falzone, state that I am the Secretary of the Board of Directors of Dearborn Ridge Townhomes Homeowners Association, an Illinois not-for-profit corporation, and as such Secretary and the keeper and custodian of the books and records of said Association, I hereby certify that fifty-one percent (51%) of the first mortgagees of individual Lots have given their prior written approval of the foregoing amendment to the Declaration, in compliance with Article 8, Section 8.1 of the Declaration.

BY: Angela Falzone
Secretary

DATE: January 18, 2002

Secretary of Cook County Clerk's Office

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EXHIBIT A
LEGAL DESCRIPTION

0020088112

LOTS 1 THROUGH 9 BOTH INCLUSIVE IN BLOCK 1, IN IRA BROWN'S ADDITION TO PARK RIDGE, SAID ADDITION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY.

ALSO

THE WEST 1/2 OF THE NORTH AND SOUTH 14.3 FOOT PUBLIC ALLEY (NOW VACATED) EAST OF AND ADJOINING LOTS 6, 7, 8 AND 9 IN SAID BLOCK 1, NORTH OF THE SOUTH LINE OF SAID LOT 6 AFORESAID PROJECTED EAST AND SOUTH OF THE NORTH LINE OF SAID LOT 9 AFORESAID, PROJECTED EAST.

ALSO

THE EAST 1/2 OF THE NORTH AND SOUTH 14.2 FOOT PUBLIC ALLEY (NOW VACATED) WEST OF AND ADJOINING LOT 5, IN BLOCK 1 AFORESAID AND SOUTH OF THE NORTHEASTERLY LINE OF SAID LOT 5 PROJECTED NORTHWESTERLY AND NORTH OF THE SOUTH LINE OF SAID LOT PROJECTED WESTERLY.

THE NORTHWESTERLY AND SOUTHEASTERLY 20 FOOT PUBLIC ALLEY (NOW VACATED) NORTHEAST OF AND ADJOINING LOTS 1 TO 5 BOTH INCLUSIVE, IN BLOCK 1 AFORESAID, NORTH OF THE SOUTH LINE OF SAID LOTS 1 TO 5 BOTH INCLUSIVE, AS PROJECTED EAST AND SOUTHEAST OF THE CENTER LINE OF THE NORTH AND SOUTH PUBLIC ALLEY (NOW VACATED) IN SAID BLOCK 1, PROJECTED NORTH.

ALSO

LOTS 10 THROUGH 14 BOTH INCLUSIVE IN BLOCK 1, IN IRA BROWN'S ADDITION TO PARK RIDGE, SAID ADDITION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY.

ALSO

THE WEST 1/2 OF THE NORTH AND SOUTH 14.3 FOOT PUBLIC ALLEY (NOW VACATED) EAST OF AND ADJOINING LOTS 10, 11, 12, 13 AND 14 IN SAID BLOCK 1, NORTH OF THE SOUTH LINE OF SAID LOT 10 AFORESAID PROJECTED EAST AND SOUTH OF THE SOUTH LINE OF THE NORTHWESTERLY AND SOUTHEASTERLY 20 FOOT PUBLIC ALLEY (NOW VACATED) NORTHEAST OF AND ADJOINING LOTS 10 TO 14 BOTH INCLUSIVE, IN BLOCK 1 AFORESAID.

ALL IN COOK COUNTY, ILLINOIS.

Commonly Known As: 1000-1018 Cedar Street
Park Ridge, Illinois 60068

Permanent Index Number: 09-26-315-001-0000
through and including: 09-26-315-009-0000

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THIS DOCUMENT HAS BEEN
PREPARED BY, AND AFTER
RECORDATION SHOULD BE
RETURNED TO:

Arnstein & Lehr
120 South Riverside Plaza
Suite 1200
Chicago, Illinois 60606
Attn: David M. Bendoff, Esq.

0020088112

**FIRST AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR
DEARBORN RIDGE TOWNHOMES HOMEOWNERS ASSOCIATION**

This document is recorded for the purpose of amending the Declaration of Covenants, Conditions, Easements and Restrictions (hereafter the "Declaration") for Dearborn Ridge Townhomes Homeowners Association (hereafter the "Association"), which Declaration was recorded as Document No. 98861113 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 thereof.

This amendment is adopted pursuant to the provisions of Article 12, Section 12.4 and Article 8, Section 8.1 of the aforesaid Declaration. Said provisions provide 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, provided the same is signed and acknowledged by Voting Members having at least fifty-one percent (51%) of the total vote; and provided further that fifty-one percent (51%) of the first mortgagees of individual Lots have given their prior written approval.

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been submitted to the provisions of the Declaration; and

WHEREAS, the Owners desire to amend the Declaration in order to restrict occupancy of Lots, to prohibit the leasing or rental of Lots with certain limited exceptions, and to provide that the Association is responsible for the maintenance, repair, and replacement of roofs and gutters of individual townhomes located on the Lots made necessary by ordinary wear and tear; and

5/5/18
D
J
JMB

1-22

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WHEREAS, the amendment has been signed and acknowledged by Voting Members having at least fifty-one percent (51%) of the total vote, and fifty-one percent (51%) of the first mortgagees of individual Lots have given their prior written approval, all in compliance with Article 12, Section 12.4 and Article 8, Section 8.1 of the Declaration.

NOW THEREFORE, Article 3, Section 3.1 of the Declaration of Covenants, Conditions, Easements and Restrictions for Dearborn Ridge Townhomes Homeowners Association is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

3.1. Permitted Use. ~~All Lots shall be used only for Single Family dwellings. Each Lot shall be occupied by the Owner, said Owner's spouse, sibling, child, parent, grandparent, or any one or more of them.~~ Each Owner shall maintain his Lot and all Improvements located thereon in a clean, sightly and safe condition and shall at all times cause the prompt removal of all papers, debris and refuse therefrom and the removal of snow and ice from paved areas when and as required.

NOW THEREFORE, Article 10 of the Declaration of Covenants, Conditions, Easements and Restrictions for Dearborn Ridge Townhomes Homeowners Association is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

ARTICLE 10

LEASE OF LOTS

10.1. Rental or leasing of Lots except as hereinafter provided in subsections 10.2 and 10.3 is prohibited.

10.2. To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to an Owner to lease or rent his Lot to a specified lessee for a period of twelve (12) consecutive months on such other reasonable terms as the Board may establish. Such permission may be granted by the Board only upon the 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. All requests for extension of the original lease must also be submitted 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 Owner's application for a lease or extension of the lease. The Board's decision shall be final and binding.

10.3. The provisions of subsections 10.1 and 10.2 shall not apply to the rental or leasing of Lots by the Association through its Board of Directors or to the rental or leasing of Lots by the first mortgagee of the Owner of the Lot.

10.4 Copies of all leases in effect must be submitted to the Board within thirty (30) days of the effective date of this Amendment. With regard to any lease permitted by this Amendment, the Owner leasing the Lot shall deliver a copy of the signed lease to the

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Board not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. An Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of an Owner under the Declaration or By-Laws, or rules and regulations of the Association; and such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void. Any lease agreement between an Owner and a lessee permitted by this Amendment shall be in writing and shall provide that the terms of such lease are subject in all respects to the provisions of this Declaration, the Articles of Incorporation, By-Laws and rules and regulations of the Association, and that failure by the lessee to comply with the terms of such documents shall be a default under the lease. To verify this, a Rider which can be obtained from the Board must be signed and attached to every lease and returned to the Board. ~~Notwithstanding, no lease is to be less than thirty (30) days. Other than the foregoing, there is no restriction on the right of any Owner, including Declarant, to lease any Lot it owns.~~

NOW THEREFORE, Article 7 of the Declaration of Covenants, Conditions, Easements and Restrictions for Dearborn Ridge Townhomes Homeowners Association is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

ARTICLE 7

EXTERIOR MAINTENANCE BY ASSOCIATION AND OWNERS

In addition to other rights, powers and duties of the Association under applicable law or as otherwise set forth in this Declaration and in the By-Laws of the Association, the Association shall have the following rights, powers and duties with regard to the Common Area and Lots and the cost and expense of which shall be paid for by the Association from assessment funds.

Common Area. The Association shall maintain, repair, replace and manage the Common Area and all facilities, improvements and equipment thereon, and pay for all expenses and services in connection therewith, including without limiting the generality of the foregoing: landscape maintenance, comprehensive liability, hazard and other insurance, payment of all taxes, assessments and other liens and encumbrances which are assessed to or charged against the Common Area or other property owned by the Association, and such other services for the Common Area as the Board deems to be in the best interests of the Association and its Member.

Lots. To the extent necessary due to ordinary wear and tear, as determined by the Board, the Association shall maintain, repair, and replace the roofs and gutters of the individual dwellings and garages located on the Lots, and pay for all expenses and services in connection therewith. Notwithstanding the foregoing, the Owner of each Lot shall procure and maintain casualty insurance for said Lot, and the dwelling, garage, and other improvements located thereon, and such Owner shall be responsible for all maintenance, repair, and replacement of the dwelling, garage, or other improvements

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located on the Lot resulting from a casualty or other loss.

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

END OF TEXT OF AMENDMENT

Printed Name

Signature

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
COUNTY OF COOK)

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The undersigned is a voting member of the Dearborn Ridge Townhomes Homeowners Association, established by the aforesaid Declaration of Condominium, and by my (our) signature(s) below do hereby execute and acknowledge the foregoing amendment to the Declaration pursuant to Article 12, Section 12.4 of the Declaration.

EXECUTED this 5 day of September, 2001.

FRANK FALZONE
Printed Name
ANGELA FALZONE

[Handwritten Signature]
Signature
Angela Falzone

Lot Address: 1000 CEDAR

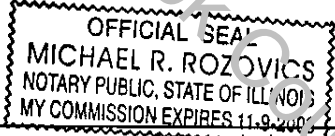
Being owner(s) of Lot 9
in the Dearborn Ridge Townhomes
Homeowners Association

NOTE: A **NOTARY** MUST COMPLETE ONE OF THE FOLLOWING

Acknowledgment
(In An Individual Capacity)

This instrument was acknowledged before me on Sept 5, 2001 by
FRANK FALZONE ANGELA FALZONE
(name of owner(s) signing amendment above)

[Handwritten Signature]
Notary Public Signature

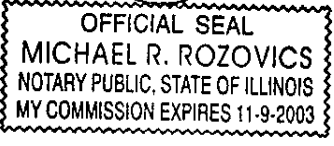


Acknowledgment
(In A Representative Capacity)

This instrument was acknowledged before me on _____, 2001 by
_____ as _____
(name) (type of authority, e.g., officer, trustee, etc.)

of _____
(name of owner(s) on behalf of whom amendment was signed)

[Handwritten Signature]
Notary Public Signature



Property of Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)

COUNTY OF COOK)

The undersigned is a voting member of the Dearborn Ridge Townhomes Homeowners Association, established by the aforesaid Declaration of Condominium, and by my (our) signature(s) below do hereby execute and acknowledge the foregoing amendment to the Declaration pursuant to Article 12, Section 12.4 of the Declaration.

EXECUTED this 25 day of September 2004

RAUDEE Gallo
Printed Name

Randee E. Gallo
Signature

Lot Address:

1002 Cedar St.
Dearborn Ridge, IL
60016

Being owner(s) of Lot 1002
in the Dearborn Ridge Townhomes
Homeowners Association

NOTE: A NOTARY MUST COMPLETE ONE OF THE FOLLOWING

Acknowledgment
(In An Individual Capacity)

This instrument was acknowledged before me on September 25, 2004, by
Randee Gallo
(name of owner(s) signing amendment above)



Theresa R. Beirne
Notary Public Signature

Acknowledgment
(In A Representative Capacity)

This instrument was acknowledged before me on _____, 2004, by _____
as _____
(name) (type of authority, e.g., officer, trustee, etc.)

of _____
(name of owner(s) on behalf of whom amendment was signed)

Notary Public Signature

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK)

The undersigned is a voting member of the Dearborn Ridge Townhomes Homeowners Association, established by the aforesaid Declaration of Condominium, and by my (our) signature(s) below do hereby execute and acknowledge the foregoing amendment to the Declaration pursuant to Article 12, Section 12.4 of the Declaration.

EXECUTED this 20 day of NOV 2001.

SHAWN HARMS
Printed Name

[Signature]
Signature

Lot Address: 1004 CEDAR ST
DEARBORN RIDGE, IL
60068

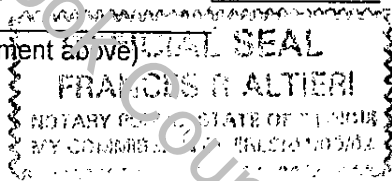
Being owner(s) of Lot _____
in the Dearborn Ridge Townhomes
Homeowners Association

NOTE: A NOTARY MUST COMPLETE ONE OF THE FOLLOWING

Acknowledgment
(In An Individual Capacity)

This instrument was acknowledged before me on Nov. 20 2001 by
SHAWN HARMS
(name of owner(s) signing amendment above)

[Signature]
Notary Public Signature



Acknowledgment
(In A Representative Capacity)

This instrument was acknowledged before me on _____, 200__ by
_____ as _____
(name) (type of authority, e.g., officer, trustee, etc.)

of _____
(name of owner(s) on behalf of whom amendment was signed)

Notary Public Signature

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)

COUNTY OF COOK)

The undersigned is a voting member of the Dearborn Ridge Townhomes Homeowners Association, established by the aforesaid Declaration of Condominium, and by my (our) signature(s) below do hereby execute and acknowledge the foregoing amendment to the Declaration pursuant to Article 12, Section 12.4 of the Declaration.

EXECUTED this 10 day of SEPT 2001.

Christine Sexton
MICHAEL SEXTON
Printed Name

Christine Sexton
Michael V. Sexton
Signature

Lot Address: 1006 W. CEDAR
PARK RIDGE, IL
60068

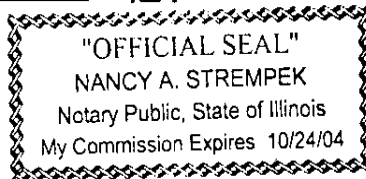
Being owner(s) of Lot _____
in the Dearborn Ridge Townhomes
Homeowners Association

NOTE: A NOTARY MUST COMPLETE ONE OF THE FOLLOWING

Acknowledgment
(In An Individual Capacity)

This instrument was acknowledged before me on 9-10 2001 by
Michael Sexton Christine Sexton
(name of owner(s) signing amendment above)

Nancy A. Strempek
Notary Public Signature



Acknowledgment
(In A Representative Capacity)

This instrument was acknowledged before me on _____, 2001 by

_____ as _____
(name)

_____ (type of authority, e.g., officer, trustee, etc.)

of _____
(name of owner(s) on behalf of whom amendment was signed)

Notary Public Signature

UNOFFICIAL COPY

STATE OF ILLINOIS)

COUNTY OF COOK)

The undersigned is a voting member of the Dearborn Ridge Townhomes Homeowners Association, established by the aforesaid Declaration of Condominium, and by my (our) signature(s) below do hereby execute and acknowledge the foregoing amendment to the Declaration pursuant to Article 12, Section 12.4 of the Declaration.

EXECUTED this 23 day of NOV 2001.

HIRSH M. BUSCH

NORMA L. BUSCH
Printed Name

Hirsh M. Busch

Norma L. Busch
Signature

Lot Address: 1008 CEDAR ST
DEARBORN RIDGE
ILLINOIS 60068

Being owner(s) of Lot _____
in the Dearborn Ridge Townhomes
Homeowners Association

NOTE: A NOTARY MUST COMPLETE ONE OF THE FOLLOWING

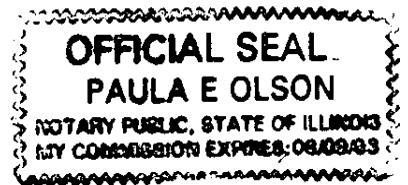
Acknowledgment
(in An Individual Capacity)

This instrument was acknowledged before me on 11-23 2001 by

Hirsh M. Busch

(name of owner(s) signing amendment above)

Paula E. Olson
Notary Public Signature



Acknowledgment
(In A Representative Capacity)

This instrument was acknowledged before me on _____, 200__ by

_____ as _____
(name) (type of authority, e.g., officer, trustee, etc.)

of _____
(name of owner(s) on behalf of whom amendment was signed)

Notary Public Signature

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK)

The undersigned is a voting member of the Dearborn Ridge Townhomes Homeowners Association, established by the aforesaid Declaration of Condominium, and by my (our) signature(s) below do hereby execute and acknowledge the foregoing amendment to the Declaration pursuant to Article 12, Section 12.4 of the Declaration.

EXECUTED this 9 day of August 2001.

JERRY VANDOROS
Printed Name

[Signature]
Signature

Lot Address: 1012 CEDAR
CLARK RIDGE
EL. WOODS

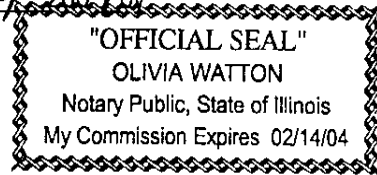
Being owner(s) of Lot 4
in the Dearborn Ridge Townhomes
Homeowners Association

NOTE: A NOTARY MUST COMPLETE ONE OF THE FOLLOWING

Acknowledgment
(In An Individual Capacity)

This instrument was acknowledged before me on Aug 9, 2001 by
JERRY VANDOROS
(name of owner(s) signing amendment above)

[Signature]
Notary Public Signature



Acknowledgment
(In A Representative Capacity)

This instrument was acknowledged before me on _____, 200 by
_____ as _____
(name) (type of authority, e.g., officer, trustee, etc.)

of _____
(name of owner(s) on behalf of whom amendment was signed)

Notary Public Signature

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK)

The undersigned is a voting member of the Dearborn Ridge Townhomes Homeowners Association, established by the aforesaid Declaration of Condominium, and by my (our) signature(s) below do hereby execute and acknowledge the foregoing amendment to the Declaration pursuant to Article 12, Section 12.4 of the Declaration.

EXECUTED this 12 day of October 2001.

Anne Curran
Printed Name

Anne Curran
Signature

Lot Address: 1014 Cedar Street
Park Ridge, IL 60066

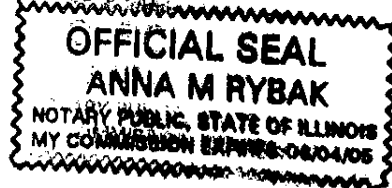
Being owner(s) of Lot 3
in the Dearborn Ridge Townhomes
Homeowners Association

NOTE: A NOTARY MUST COMPLETE ONE OF THE FOLLOWING

Acknowledgment
(In An Individual Capacity)

This instrument was acknowledged before me on 10-12-2001 by
ANNE CURRAN
(name of owner(s) signing amendment above)

Anna M Rybak
Notary Public Signature



Acknowledgment
(In A Representative Capacity)

This instrument was acknowledged before me on _____ 2001 by
_____ as _____
(name) (type of authority, e.g., officer, trustee, etc.)

of _____
(name of owner(s) on behalf of whom amendment was signed)

Notary Public Signature

UNOFFICIAL COPY

STATE OF ILLINOIS)

COUNTY OF COOK)

The undersigned is a voting member of the Dearborn Ridge Townhomes Homeowners Association, established by the aforesaid Declaration of Condominium, and by my (our) signature(s) below do hereby execute and acknowledge the foregoing amendment to the Declaration pursuant to Article 12, Section 12.4 of the Declaration.

EXECUTED this ____ day of JANUARY 2002

GEORGE OSTERHOUT
Printed Name

George Osterhout
Signature

Lot Address: 1016 CEDAR
ST.
PARK RIDGE, IL 60068

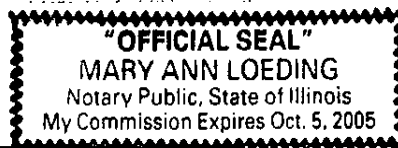
Being owner(s) of Lot ____
in the Dearborn Ridge Townhomes
Homeowners Association

NOTE: A **NOTARY** MUST COMPLETE ONE OF THE FOLLOWING

Acknowledgment
(In An Individual Capacity)

This instrument was acknowledged before me on 1-11 2002 by
GEORGE OSTERHOUT
(name of owner(s) signing amendment above)

Maryann Loeding
Notary Public Signature



Acknowledgment
(In A Representative Capacity)

This instrument was acknowledged before me on ____ 200__ by

____ as ____
(name) (type of authority, e.g., officer, trustee, etc.)

of ____
(name of owner(s) on behalf of whom amendment was signed)

Notary Public Signature

UNOFFICIAL COPY

STATE OF ILLINOIS)

COUNTY OF COOK)

The undersigned is a voting member of the Dearborn Ridge Townhomes Homeowners Association, established by the aforesaid Declaration of Condominium, and by my (our) signature(s) below do hereby execute and acknowledge the foregoing amendment to the Declaration pursuant to Article 12, Section 12.4 of the Declaration.

EXECUTED this 5 day of September 2001.

Regina Belmonte
Printed Name

Regina Belmonte
Signature

Lot Address: 1018 Cedar Street
Park Ridge IL 60068

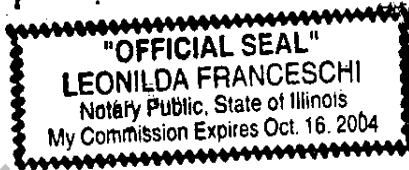
Being owner(s) of Lot 1018
in the Dearborn Ridge Townhomes
Homeowners Association

NOTE: A NOTARY MUST COMPLETE ONE OF THE FOLLOWING

Acknowledgment
(In An Individual Capacity)

This instrument was acknowledged before me on Sept. 5 2001 by
REGINA L. BELMONTE
(name of owner(s) signing amendment above)

Leonilda Franceschi
Notary Public Signature



Acknowledgment
(In A Representative Capacity)

This instrument was acknowledged before me on _____ 2001 by
_____ as _____
(name) (type of authority, e.g., officer, trustee, etc.)

of _____
(name of owner(s) on behalf of whom amendment was signed)

Notary Public Signature

UNOFFICIAL COPY
CERTIFICATION AS TO VOTING MEMBER APPROVAL

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Angela Talone, state that I am the Secretary of the Board of Directors of Dearborn Ridge Townhomes Homeowners Association, an Illinois not-for-profit corporation, and as such Secretary and the keeper and custodian of the books and records of said Association. I hereby certify that the persons whose names are subscribed to the foregoing instruments represent voting members having at least fifty-one percent (51%) of the total vote, in compliance with Article 12, Section 12.4 of the Declaration.

BY: Angela Talone
Secretary

DATE: January 18, 2002

Property of Cook County Clerk's Office

UNOFFICIAL COPY
CERTIFICATION AS TO APPROVAL BY FIRST MORTGAGEES

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Angela Falzone, state that I am the Secretary of the Board of Directors of Dearborn Ridge Townhomes Homeowners Association, an Illinois not-for-profit corporation, and as such Secretary and the keeper and custodian of the books and records of said Association. I hereby certify that fifty-one percent (51%) of the first mortgagees of individual Lots have given their prior written approval of the foregoing amendment to the Declaration, in compliance with Article 8, Section 8.1 of the Declaration.

BY: Angela Falzone
Secretary

DATE: January 18, 2002

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 1 THROUGH 9 BOTH INCLUSIVE IN BLOCK 1, IN IRA BROWN'S ADDITION TO PARK RIDGE, SAID ADDITION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY.

ALSO

THE WEST 1/2 OF THE NORTH AND SOUTH 14.3 FOOT PUBLIC ALLEY (NOW VACATED) EAST OF AND ADJOINING LOTS 6, 7, 8 AND 9 IN SAID BLOCK 1, NORTH OF THE SOUTH LINE OF SAID LOT 6 AFORESAID PROJECTED EAST AND SOUTH OF THE NORTH LINE OF SAID LOT 9 AFORESAID, PROJECTED EAST.

ALSO

THE EAST 1/2 OF THE NORTH AND SOUTH 14.2 FOOT PUBLIC ALLEY (NOW VACATED) WEST OF AND ADJOINING LOT 5, IN BLOCK 1 AFORESAID AND SOUTH OF THE NORTHEASTERLY LINE OF SAID LOT 5 PROJECTED NORTHWESTERLY AND NORTH OF THE SOUTH LINE OF SAID LOT PROJECTED WESTERLY.

THE NORTHWESTERLY AND SOUTHEASTERLY 20 FOOT PUBLIC ALLEY (NOW VACATED) NORTHEAST OF AND ADJOINING LOTS 1 TO 5 BOTH INCLUSIVE, IN BLOCK 1 AFORESAID, NORTH OF THE SOUTH LINE OF SAID LOTS 1 TO 5 BOTH INCLUSIVE, AS PROJECTED EAST AND SOUTHEAST OF THE CENTER LINE OF THE NORTH AND SOUTH PUBLIC ALLEY (NOW VACATED) IN SAID BLOCK 1, PROJECTED NORTH.

ALSO

LOTS 10 THROUGH 14 BOTH INCLUSIVE IN BLOCK 1, IN IRA BROWN'S ADDITION TO PARK RIDGE, SAID ADDITION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY.

ALSO

THE WEST 1/2 OF THE NORTH AND SOUTH 14.3 FOOT PUBLIC ALLEY (NOW VACATED) EAST OF AND ADJOINING LOTS 10, 11, 12, 13 AND 14 IN SAID BLOCK 1, NORTH OF THE SOUTH LINE OF SAID LOT 10 AFORESAID PROJECTED EAST AND SOUTH OF THE SOUTH LINE OF THE NORTHWESTERLY AND SOUTHEASTERLY 20 FOOT PUBLIC ALLEY (NOW VACATED) NORTHEAST OF AND ADJOINING LOTS 10 TO 14 BOTH INCLUSIVE, IN BLOCK 1 AFORESAID.

ALL IN COOK COUNTY, ILLINOIS.

Commonly Known As: 1000-1018 Cedar Street
Park Ridge, Illinois 60068

Permanent Index Number: 09-26-315-001-0000
through and including: 09-26-315-009-0000

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