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.

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 Homeowne's 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 affective 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

B9X 378 DMB UNOFFICIAL COPY
WHEREAS, the amendment has been signed and acknowledged by Voting

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 <u>double underline</u>; deletions by <u>strike-outs</u>):

3.1. <u>Permitted Use</u>. All Lots shall be used only for Single Family dwellings. <u>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.</u>

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 <u>double underline</u>; deletions by <u>strike-outs</u>):

ASTICLE 10

LEASE OF LOTS

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

UNOFFICIAL COPY

Board not later than the date of occupancy or ten (10) days after the lease is signed,

whichever occurs first. An Overage actual and the signed of 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 Respections 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 dulies 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.

> The Association shall maintain, repair, replace and Common Area. 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 incurance, 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

 $002008811\overline{2}$

UNOFFICIAL COPY 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

UNOFFI	CIAL COPY 0020088112
STATE OF ILLINOIS	
COUNTY OF COOK)	
established by the aforesaid Declaration of Con- execute and acknowledge the foregoing amendm of the Declaration.	e Dearborn Ridge Townhomes Homeowners Association, dominium, and by my (our) signature(s) below do hereby ent to the Declaration pursuant to Article 12, Section 12.4
EXECUTED this day of	nfer 2001.
FRANK FALZONG	
FRANK FALZONG Printed Name FALZONE HNGGLA FALZONE	Signature Fazzere
Lot Address: 1000 CEBAR	Being owner(s) of Lot in the Dearborn Ridge Townhomes Homeowners Association
NOTE: A MOTARY MUST CO	OMPLETE ONE OF THE FOLLOWING
Ack	nowledgment
(In An In	dividual Capacity)
This instrument was acknowledged before FRANK FAHZONE ANCE	re me on Seat S 2001_by A FALZONITE
(name of owner(s) signing amendment ab	'/e)
Notary Public Signature OFFICIAL MICHAEL R. R NOTARY PUBLIC, STA' MY COMMISSION EXP	OZOVICS TE OF ILLINOIS RES 11.9.2001
	গ্রিক্তালিক বিশ্বতি ব
This instrument was acknowledged before as	
(name)	(type of authority, e.g., officer, trustee, etc.)
of	1,0
(name of owner(s) on behalf of whom amendm	ent was signed)
Notary Public Signature	

OFFICIAL SEAL
MICHAEL R. ROZOVICS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-9-2003

UNOFFICIAL COPY

STATE OF ILLINOIS)	0020088112
COUNTY OF COOK)	0000008112
established by the aforesal	id Declaration of Col	he Dearborn Ridge Townhomes Homeowners Association, and by my (our) signature(s) below do hereby ment to the Declaration pursuant to Article 12, Section 12.4
EXECUTED this &	25 day of Septe	<u>maer</u> 200
RAUDEE GALLO Printed Name		Nandu E. Gallo- Signature
Lot Address: 1002 (ledar St. idge, IL	Being owner(s) of Lot 1002 in the Dearborn Ridge Townhomes Homeowners Association
NOTE: /	A <u>NOTARY</u> MUST C	OMPLETE ONE OF THE FOLLOWING
		ndividual Capacity)
- Kandee Har	s acknowledge 1 haf	OFFICIAL SEAL OFFICI
		knowledgment resentative Capacity)
This instrument was	s acknowledged befo	ore me on200 _by
(name)	us	(type of authority, e.g., officer, trustee, etc.)
of (name of owner(s) on beh	nalf of whom amendr	nent was signed)
Notary Public Signature		

	STATE OF ILLINOIS)		00200881	112
	COUNTY OF COOK)			
	established by the aforesa	aid Declaration of	Condominium, and b	ge Townhomes Homeowners Association, by my (our) signature(s) below do hereby tration pursuant to Article 12, Section 12.4	
3	EXECUTED this	·	<u>0 √</u> 200 <u>i</u> .	Signature	
	DAR	CEDAR S+ TZIDGE,IL ODGB		Being owner(s) of Lot in the Dearborn Ridge Townhomes Homeowners Association	
	NOTE:	A <u>NOTARY</u> MUS	T COMPLETE ONE	OF THE FOLLOWING	
					
		In A	Acknowledgment in Individual Capacit	h.)	
		CIII X	./	'y)	
		is acknowledged	ນຄົວre me on <u>//0/</u>	. 20 200 / by	
	(name of owner(s) si		TENT BUTAL SE		
•			FRANCES R AL	LTIERI \$	
_	Notary Public Signature		IOTARY PUBLIC, & TATE (of Illinois \	
		(In A F	Acknowledgment Representative Capa	city)	
	This instrument wa	is acknowledged as			
	(name)		(type of authori	ty, e.g., officer, (rustee, etc.)	
	of			0.	
	(name of owner(s) on bel	nalf of whom ame	endment was signed)	— O ₁₅₇	
	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 10 day of SEPT Christine Sexton MICHARI SEXTON Lot Address: 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) his instrument was acknowledge 1 hefore me on 9-/0 Christine Sexton "OFFICIAL SEAL" owner(s) signing amendment above) NANCY A. STREMPEK Notary Public, State of Illinois My Commission Expires 10/24/04 Notary Public Acknowledgment / (In A Representative Capacity) This instrument was acknowledged before me on (type of authority, e.g., officer, trustee, etc.) (name) of (name of owner(s) on behalf of whom amendment was signed) Notary Public Signature

UNOFFICIAL	- COP Y0020088112
STATE OF ILLINOIS)	
COUNTY OF COOK)	•
The undersigned is a voting member of the Dearborn Ridestablished by the aforesaid Declaration of Condominium, and execute and acknowledge the foregoing amendment to the Declaration.	by my (our) signature(s) below do hereby
EXECUTED this 23 day of NOV 2001. HIRSH M. BUSCH NORMA L. BUSCH Printed Name	Hist n. Bush Lorena L. Cocal Signature
Lot Address: 130 8 CEDAR ST PARK RIGGE TLL MOIS 60068 NOTE: A NOTARY MUST COMPLETE ONE	Being owner(s) of Lot in the Dearborn Ridge Townhomes Homeowners Association
Acknowledgment (In A.n Individual Capaci	ty)
(name of owner(s) signing amendment above) Auch E	OFFICIAL SEAL PAULA E OLSON POTARY PUBLIC, STATE OF ILLINO NITY COMMISSION EXPINES: 08/08/08
Acknowledgment (In A Representative Capa	city)
This instrument was acknowledged before me onas	
	ty, e.g., officer, trustee, etc.)
(name of owner(s) on behalf of whom amendment was signed	$ \cup_{x}$

UNOFFICIAL (
STATE OF ILLINOIS)	002000112
COUNTY OF COOK)	
The undersigned is a voting member of the Dearborn Ridge To established by the aforesaid Declaration of Condominium, and by m execute and acknowledge the foregoing amendment to the Declaration of the Declaration.	y (our) signature(s) below do hereby
EXECUTED this 9 day of August 2001.	<u> </u>
JERRY VANDOROS	Mala Interior
in t	ing owner(s) of Lot /_ _ he Dearborn Ridge Townhomes meowners Association
NOTE: A NOTARY MUST COMPLETE ONE OF	THE FOLLOWING
Acknowledgment (: An Individual Capacity)	
This instrument was acknowledge (before me on SERRY VAN DOROS (name of owner(s) signing amendment above) Notary Public Signature	"OFFICIAL SEAL" OLIVIA WATTON Notary Public, State of Illinois My Commission Expires 02/14/04
Acknowledgment (In A Representative Capacity)	
This instrument was acknowledged before me on	200 by
(name) as (type of authority, e.	a officer mustee etc.)
	g., omoor ractor, ctc./
of (name of owner(s) on behalf of whom amendment was signed)	Osc
	-//5

UN	IOFFICIAL	. COP ₀ Y ₂₀₀₈₈₁₁₂
STATE OF ILLINOIS)	00%0000112
COUNTY OF COOK)	
established by the aforesaid De	eclaration of Condominium, and	ge Townhomes Homeowners Association, by my (our) signature(s) below do hereby aration pursuant to Article 12, Section 12.4
EXECUTED this 12	day of <u>0Ct0ber</u> 200 <u>1</u> .	
ANNE CUVVAN Printed Name		Anne Curan Signature
	v Street Ll 60066 – D tary must complete <u>one</u>	Being owner(s) of Lot 3 in the Dearborn Ridge Townhomes Homeowners Association
	Ox Acknowledgment	-
	(in An Individual Capaci	ty)
This instrument was acl	knowledge I hafore me on <u>//</u>	- /2 - 200 Lby
(name of owner(s) signing Motary Public Signature		OFFICIAL SEAL ANNA M RYBAK NOTARY PUBLIC, STATE OF RUMOIS MY COMMISSION EXPINES OF PARTIES
	Acknowledgment (In A Representative Capa	city)
This instrument was ack	knowledged before me on	
(name)	(type of authori	ty, e.g., officer, trustee, etc.)
of	f whom amendment was signed	
t name or owner(s) on behalf o	r 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 SEORGE Printed Name 1916 CEDAR Being owner(s) of Lot Lot Address: in the Dearborn Ridge Townhomes RIDGE, 11 60068 Homeowners Association NOTE: A NOTARY MUST COMPLETE ONE OF THE FOLLOWING Acknowledgment (in An Individual Capacity) This instrument was acknowledged before me on 1-200 aby CORGE OSTERHOUT (name of owner(s) signing amendment above) MARY ANN LOEDING Notary Public, State of Illinois Notary Publi¢)Signature My Commission Expires Oct. 5, 2005 Acknowledgment (In A Representative Capacity) 200 _by This instrument was acknowledged before me on (type of authority, e.g., officer, trustee, etc.) (name) Office of (name of owner(s) on behalf of whom amendment was signed)

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 200 ! Lot Address: Being owner(s) of Lot 1018in the Dearborn Ridge Townhomes Homeowners Association NOTE: A NOTARY MUST COMPLETE ONE OF THE FOLLOWING Acknowledgment (in An Individual Capacity) This instrument was acknowledge I before me on Sept 5 200 by SEGINAL BEIMONTE (name of owner(s) signing amendment above) "OFFICIAL SEAL" LEONILDA FRANCESCHI Notary Public, State of Illinois My Commission Expires Oct. 16. 2004 otary Public Signature Acknowledgment < (In A Representative Capacity) This instrument was acknowledged before me on (type of authority, e.g., officer, trustee, etc.) (name) of (name of owner(s) on behalf of whom amendment was signed)

CERTIFICATION AS TO VOTING MEMBER APPROVAL

STATE OF ILLINOIS	0020088112
COUNTY OF COOK) SS)
of Dearborn Ridge Tew corporation, and as such S of said Association, I here foregoing instruments rep	nhomes Homeowners Association, an Illinois not-for-profit ecretary and the keeper and custodian of the books and records by certify that the persons whose names are subscribed to the resent voting members having at least fifty-one percent (51%) ance with Article 12, Section 12.4 of the Declaration. BY: Light Jayout Secretary LATE: January 11, 200 Z

UNOFFICIAL COPY CERTIFICATION AS TO APPROVAL BY FIRST MORTGAGEES

STATE OF ILLINOIS)	
) SS	
COUNTY OF COOK)	

1.

0020088112

of Dearbon, 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:

Secretary

PATE: January 18_, 2002

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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.

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

ALSO

LOTS 10 THROUGH 14 BOTH INCLUSIVE IN FLOCK 1, IN IRA BROWN'S ADDITION TO PARK RIDGE, SAID ADDITION BEING A SUBCIVISION 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 FUBLIC 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 SOUTH ASTERLY 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

641355_3

UNOFFICIAL COPY

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 1HE 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 Homeowness Association (hereafter the "Association"), which Declaration was recorded as Document No. 38861113 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 hereig 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

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 <u>double underline</u>; deletions by <u>strike-outs</u>):

3.1. Permitted Use. — All-Lots shall be used only for Single Family dwellings. <u>Each Lot shall be occupied by the Owner, said Owner's spouse, sibling, child, parent, grandparent, or any one of more of them.</u> 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 promot removal of all papers, debris and refuse therefrom and the removal of snow and ice for 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 <u>double underline</u>; deletions by <u>strike-outs</u>):

ARTICLE 10

LEASE OF LOTS

- 10.1. Rental or leasing of Lots except as he einafter provided in subsections 10.2 and 10.3 is prohibited.
- 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 Poard 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

Board not later than the date of occupancy or len (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 <u>double underline</u>; delations by <u>strike-outs</u>):

ARTICLE 7

EXTERIOR MAINTEN ANCE 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 <u>and Lots</u> 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



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



STATE OF ILLINOIS UNOFFICIAL COPY

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.
Printed Name FALZONE HNGGLA FALZONE	Signature 2
	Signature Jazone
Lot Address: Loop CEBAR	Being owner(s) of Lot
NOTE A NOTARY MUST COMPL	ETE ONE OF THE FOLLOWING
Acknowle	
(In An Individu	ual Capacity)
This instrument was acknowle Iged, before me	e on Sea T = 2001_by
(name of owner(s) signing amendment at ove)	
Notary Public Signature OFFICIAL SEAL MICHAEL R. ROZ O NOTARY PUBLIC, STATE OF II MY COMMISSION EXPIRES 11	VICS {
Acknowle (In A Represent	edgmlaht
This instrument was acknowledged before me	e on200 _by
(name) (type	of authority, e.g., officer, trustee, etc.)
of	4
(name of owner(s) on behalf of whom amendment w	vas signed)
Notary Public Signature	"C_
OFFICIAL SEAL MICHAEL R. ROZOVICS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11-9-2003	

STATE OF ILLINOIS UNOFFICIAL COPY 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 36	enser 200
RAUDEE GALLO Printed Name	Mandu E. Gallo Signature
Lot Address: 1002 Cedar St. Ark Bidge, TL 10. X168	Being owner(s) of Lot 1002 in the Dearborn Ridge Townhomes Homeowners Association
NOTE: A <u>NOTARY MUST</u>	COMPLETE ONE OF THE FOLLOWING
In An This instrument was acknowledged be Tandle Halls (name of owner(s) signing amendment of the second	OFFICIAL SEAL THERESA R BEIRNE THERESA R BEIRN
(In A Re	presentative Capacity)
This instrument was acknowledged be	fore me on200 _by
(name)	(type of authority, e.g., officer trustee, etc.)
of	

UNOFFICIAL STATE OF ILLINOIS	COPY
COUNTY OF COOK)	
The undersigned is a voting member of the Dearborn Rid established by the aforesaid Declaration of Condominium, and execute and acknowledge the foregoing amendment to the Declaration.	by my (our) signature(s) below do hereby
EXECUTED this <u>ZO</u> day of <u>NOV</u> 200 <u>i</u> . SHAWN HALMSHIP Harma Printed Name	Signature 3
Lot Address: 1004 CEDAR ST DJ2X TZIDGE, IL G0068	Being owner(s) of Lot in the Dearborn Ridge Townhomes Homeowners Association
NOTE: ^\ \(\)\ OTARY MUST COMPLETE ONE	OF THE FOLLOWING
Acknowledgment (ก An Individual Capaci	ity)
This instrument was acknowledged before me on Nov (name of owner(s) signing amendment above) That Standards	EAL } LTIERI }
Notary Public Signature	GE (1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

Acknowledgment
epresentative Capacity)
pefore me on
(type of authority, e.g., officer, trustee, etc.)
0
ndment was signed)
///
CO

STATE OF ILLINOIS UNOFFICIAL COPY 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 /O_day of _SEPr _200) <u>I</u> .
Christine Sexton	Christing System
MICHARI SEXTON	muchan T. Custon
Printed Name	Signature
Lot Address: 1006 W. CFDAR 1006 CFDAR 10068 NOTE: A NOTARY MUST COMPLETE	Being owner(s) of Lot in the Dearborn Ridge Townhomes Homeowners Association
Acknowledgn (In An Individual C	
This instrument was acknowledged before me on Michael Sexton Christian Sexton (name of owner(s) signifig amendment zoove)	9-/0 200/by "OFFICIAL SEAL" NANCY A. STREMPEK
Notary Public Signature	Notary Public, State of Illinois My Commission Expires 10/24/04
Acknowledgm	nent
(In A Representative	Cap acity)
This instrument was acknowledged before me on as	
(name) (type of a	authority, e.g., officer, trustee, etc.)
of	T'S
(name of owner(s) on behalf of whom amendment was s	igned)
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.	
HIRSH M. BUSCH NORMA L. BUSCH Printed Name EXECUTED this 23 day of NOV 200] HIRSH M. BUSCH Signature	
Lot Address: Mos CEDAR ST Being owner(s) of Lot	
Acknowledgment	
নি An Individual Capacity)	
This instrument was acknowledged before me on 11-23 200 Lby (name of owner(s) signing amendment appear) PAULA E OLSON WOTARY PUBLIC, STATE OF ILLU	ı
Notary Public Signature	NO.
Acknowledgment (In A Representative Capadity)	
This instrument was acknowledged before me on	
(name) as (type of authority, e.g., office:, trustee, etc.)	
of	

OFFICIAL 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. ERRY VANDOROS Lot Address: 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 SERRY VANDORAS 'OFFICIAL SEAL' (name of owner(s) signing amendment above) OLIVIA WATTON Notary Public, State of Illinois My Commission Expires 02/14/04 Notary Public Signature ************************ Acknowledgment (In A Representative Capacity) This instrument was acknowledged before me on 200 by as (type of authority, e.g., officer (rustee, etc.) (name) (name of owner(s) on behalf of whom amendment was signed)

UNOFFICIAL	COPY
STATE OF ILLINOIS	
COUNTY OF COOK)	
The undersigned is a voting member of the Dearborn Ridgestablished by the aforesaid Declaration of Condominium, and I execute and acknowledge the foregoing amendment to the Declaration.	by my (our) signature(s) below do hereby
EXECUTED this 12 day of October 2001.	
ANNE CUVVAN	Signature Cura
Lot Address: 1014 Cedar Street Tark Riage, IL 600106	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 Capacit	v)
This instrument was acknowledged before me on 10 ANDE CURRAN	- /2 - 200 Lby
(name of owner(s) signing amendment above) Notary Public Signature	ANNA M RYBAK NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPINES DEPOSITOR
Acknowledgment	ζ,
(In A Representative Capa	city)
This instrument was acknowledged before me on as	200by
	ry, e.g., officer, trustee, etc.)
of .	Tie
(name of owner(s) on behalf of whom amendment was signed)	

STATE OF ILLINOIS UNOFFICIAL COPY

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	2
GEORGE OSTERHOUT Printed Name	Albry Signature Signature
Lot Address: 1016 CEOpp. ST- ENCK PINGE, IL 60068	Being owner(s) of Lot in the Dearborn Ridge Townhomes Homeowners Association
NOTE: A. NOTARY MUST COMPLETE	ONE OF THE FOLLOWING
Acknowledgme (In An Individual Ca	
This instrument was acknowledged before me on OCORGE OSTERHOUT	<u>1-11</u> 200∂by
(name of owner(s) signing amendment above) Notary Public Signature	"OFFICIAL SEAL" MARY ANN LOEDING Notary Public, State of Illinois My Commission Expires Oct. 5, 2005
Acknowledgmo (In A Representative C	
This instrument was acknowledged before me on _	200 _by
	thority, e.g., officer trustee, etc.)
of (name of owner(s) on behalf of whom amendment was sig	gned)
Notary Public Signature	

OFFICIAL 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 s Lot Address: 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. S EGINAL. BELMONTE (name of owner(s) signing amendment above) 'OFFICIAL SEAL' LEONILDA FRANCESCHI Notary Public, State of Illinois My Commission Expires Oct. 16, 2004 Motary Public Signature Acknowledgment (In A Representative Capacity) This instrument was acknowledged before me on 200 by (name) (type of authority, e.g., officer_trustee, etc.) (name of owner(s) on behalf of whom amendment was signed) Notary Public Signature

CENTRICATION AS TO COLING MEMBER APPROVAL

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, with the Secretary of the Board of Directors of Dearborn Ridge Tewnhomes 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:

DATE: Juliary 18, 20

CERTIFICATION AS TO APPROVAL BY FIRST MORTGAGEES

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

of Dearbor 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: ([[

PATE: January 18_, 200_

UNOFFICIAL COPY

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 COUTH 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 A JEY (NOW VACATED) IN SAID BLOCK 1, PROJECTED NORTH.

ALSO

LOTS 10 THROUGH 14 BOTH INCLUSIVE IN FILOCK 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 SOUTHFASTERLY 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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