

UNOFFICIAL COPY

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE OAK CREEK II LUXURY CONDOMINIUM HOMES ASSOCIATION

0020791831

9495/0037 11 001 Page 1 of 24
2002-07-19 11:02:04
Cook County Recorder 67.00



This Amendment to Declaration is made and entered into the 11th day of July, 2002, and is an amendment to that certain Declaration of Condominium Ownership for the Oak Creek II Luxury Condominium Homes Association, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 24764722 on December 14, 1978 ("Declaration").

WITNESSETH:

WHEREAS, the Oak Creek II Luxury Condominium Homes Association (hereinafter referred to as "Association") is the assignee of the developer's rights as set forth and described in the Declaration; and

WHEREAS, pursuant to Article X, Section 6 of the Declaration, the Declaration may be amended by an instrument in writing setting forth such change, modification, or rescission, signed and acknowledged by the Board, approved by the affirmative vote of the Unit Owners having at least three-fourths of the total vote and their mortgagees and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, no less than ten days prior to the date of such affidavit. No amendment is effective until recorded.

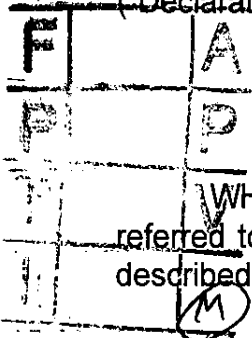
WHEREAS, said instrument has been approved by Unit Owners representing at least three-fourths (3/4) of the total vote and their mortgagees, and the ballots/petitions are attached hereto.

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

RYAN H. SHPRITZ
JORDAN I. SHIFRIN
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 — (847) 537-0500

WHEREAS, the Amendment has been approved by the affirmative vote of the Unit

RECORDING FEE 67⁰⁰ Page 1
DATE 7/19/02 COPIES 6
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vote, said approvals attached hereto and made a part hereof; and evidenced by the certification attached hereto as Exhibit B.

In addition, the Declaration requires the approval of three-fourths of the Mortgagees. Approval may be implied when a First Mortgagee fails to submit a written response within thirty (30) days after it first receives notice of said proposal, if the notice was delivered by certified mail, return receipt requested. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County.

NOW, THEREFORE, the Association hereby declares that the Declaration be and is hereby amended as follows (Additions in text are indicated by underline):

1. **Article VII of the Declaration shall be amended by adding the following provision as Section 18 of the Declaration:**

(18) LEASE OF DWELLING UNIT: Notwithstanding any foregoing provisions of this Declaration to the contrary, rental or leasing of Units is prohibited, except as hereinafter provided:

(1) Those Units that are leased on the effective date of this Amendment, may be leased for a period of twelve (12) months. Upon the expiration of the current lease, the Owner must either take possession of the Unit or sell the Unit, subject to the provisions below. A copy of all current leases must be on file with the Board of Managers no later than fourteen days after the effective date of this Amendment.

(2) Occupancy of a Unit by a blood relative(s) of a Unit Owner may be a resident, and shall constitute a lease as defined under this Amendment, even if there is no written memorandum or agreement executed between the parties.

(3) Hardship. If a Unit is vacated by a tenant in occupancy as of the recording date of this Amendment, or vacated by a Unit Owner for reasons beyond his control, the Unit Owner may apply for a one year hardship waiver in the following manner:

(A) The Unit Owner must submit a request in writing to the Board of Directors requesting a one year hardship waiver of this paragraph, setting forth the reasons why they are entitled to same.

(B) If, based on the data supplied to the Board of Directors by the Unit Owner, the Board finds that a reasonable hardship exists, the Board may grant a one year waiver. Any lease entered into shall be in writing and for a period of one year. The lease must also contain a provision that failure by the tenant or the Unit Owner to abide by the Rules and Regulations of the

Association may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors. All decisions of the Board shall be final.

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

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

(E) In the event an Owner has been granted hardship status, they must re-apply within thirty (30) days of the expiration of each hardship period if they wish to request an extension.

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

(5) In addition to the authority to levy fines against the Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

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

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

(8) This Amendment shall not prohibit the Board from leasing any Unit owned by the Association or any Unit which the Association has been issued an Order of Possession by the Circuit Court of Cook County.

2. The effective date of this Amendment shall be deemed to be the date of recording with the office of the Recorder of Deeds of Cook County.

3. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

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Exhibit "A"

20791831

Unit numbers 100 through 111, 113 through 118, 200 through 218, 300 through 318, 400 through 418 all inclusive, as delineated on a survey of the following described parcel of real estate, which survey is attached as Exhibit "B" to the declaration of Condominium Ownership made by American National Bank and Trust Company of Chicago, as Trustee under Trust Number 41977, and recorded in the office of the Recorder of Deeds of Cook County, Illinois, as document number 24764732 on December 22, 1978, together with its undivided percentage interest in said parcel (excepting from said parcel all the Units as defined and set forth in said Declaration and survey): That part of Lot "C" in Buffalo Grove Unit Number 7, being a Subdivision in Sections 4 and 5, Township 42 North, Range 11, East of the Third Principal Meridian, taken as a tract, described as: Commencing at the Northeast corner of said Lot "C"; thence South 0 degrees 20 minutes 34 seconds West along the East line of Lot "C" 411.49 feet to the point of beginning; thence North 89 degrees 39 minutes 26 seconds West 114.18 feet to a point of curve; thence Northwesterly along an arc concave Northeasterly and having a radius of 265.00 feet, a distance of 184.68 feet to a point of tangency, said point of tangency hereinafter referred to as point "A"; thence North 49 degrees 43 minutes 39 seconds West 36.29 feet to a point of curve; thence Northwesterly along an arc concave Southwesterly and having a radius of 285.00 feet, a distance of 160.53 feet to a point of curve; thence Westerly along an arc concave Southerly and having a radius of 119.10 feet a distance of 64.44 feet to a point of tangency; thence South 67 degrees 00 minutes 00 seconds West 10.74 feet to a point of curve; thence West along an arc concave Northerly and having a radius of 379.11 feet for a distance of 156.70 feet (the chord of said arc having a bearing of South 78 degrees 50 minutes 28 seconds West); thence South 00 degrees 01 minutes 19 seconds West 337.85 feet; thence South 89 degrees 58 minutes 41 seconds East 130.00 feet; thence South 00 degrees 01 minutes 19 seconds West 100.00 feet; thence South 89 degrees 58 minutes 41 seconds East 550.00 feet to a point on the East line of Lot "C" aforesaid; thence North 0 degree 20 minutes 34 seconds East along said East line of Lot "C" 329.01 feet to the point of beginning, (excepting from the aforescribed tract that part thereof lying Easterly of the following described line, to-wit: Beginning at point "A" hereinbefore described; thence South 40 degrees 16 minutes 21 seconds West 114.18 feet; thence North 89 degrees 58 minutes 41 seconds West 54.14 feet; thence South 00 degrees 01 minutes 19 seconds West 305.24 feet, more or less, to a point in the South line of said tract 410.00 feet West of the Southeast corner thereof, said point being the terminus of the line herein described) all in Cook County, Illinois.

And that part of Lot "C" in Buffalo Grove Unit Number 7, being a Subdivision in Sections 4 and 5, Township 42 North, Range 11, East of the Third Principal Meridian, taken as a tract, described as: Commencing at the Northeast corner of said Lot "C"; thence South 0 degrees 20 minutes 34 seconds West along the East line of Lot "C" 411.49 feet to the point of beginning; thence North 89 degrees 39 minutes 26 seconds West 114.18 feet to a point of curve; thence Northwesterly along an arc concave Northeasterly and having a radius of 265.00 feet, a distance of 184.68 feet to a point of tangency, said point of tangency hereinafter referred to as point "A"; thence North 49 degrees 43 minutes 39 seconds West 36.29 feet to a point of curve; thence Northwesterly along an arc concave Southwesterly and having a radius of 285.00 feet, a distance of 160.53 feet to a point of curve; thence Westerly along an arc concave Southerly and having a radius of 119.10 feet a distance of 64.44 feet to a point of tangency; thence South 67 degrees 00 minutes 00 seconds West 10.74 feet to a point of curve; thence West along an arc concave Northerly and having a radius of 379.11 feet for a distance of 156.70 feet (the chord of said arc having a bearing of South 78 degrees 50 minutes 28 seconds West); thence South 00 degrees 01 minutes 19 seconds West 337.85 feet; thence South 89 degrees 58 minutes 41 seconds East 130.00 feet; thence South 00 degrees 01 minutes 19 seconds West 100.00 feet; thence South 89 degrees 58 minutes 41 seconds East 550.00 feet to a point on the East line of Lot "C" aforesaid; thence North 0 degree 20 minutes 34 seconds East along said East line of Lot "C" 329.01 feet to the point of beginning, (excepting from the aforescribed tract that part thereof lying Westerly of the following described line, to-wit: Beginning at point "A" hereinbefore described; thence South 40 degrees 16 minutes 21 seconds West 114.18 feet; thence North 89 degrees 58 minutes 41 seconds West 54.14 feet; thence South 00 degrees 01 minutes 19 seconds West 305.24 feet, more or less, to a point in the South line of said tract 410.00 feet West of the Southeast corner thereof, said point being the terminus of the line herein described) all in Cook County, Illinois.

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Unit Number	Parcel Number	Commonly Known As:
100	03-04-300-023-1001	51 Old Oak Drive, Unit # 100, Buffalo Grove, Illinois 60089
101	03-04-300-023-1002	51 Old Oak Drive, Unit # 101, Buffalo Grove, Illinois 60089
102	03-04-300-023-1003	51 Old Oak Drive, Unit # 102, Buffalo Grove, Illinois 60089
103	03-04-300-023-1004	51 Old Oak Drive, Unit # 103, Buffalo Grove, Illinois 60089
104	03-04-300-023-1005	51 Old Oak Drive, Unit # 104, Buffalo Grove, Illinois 60089
105	03-04-300-023-1006	51 Old Oak Drive, Unit # 105, Buffalo Grove, Illinois 60089
106	03-04-300-023-1007	51 Old Oak Drive, Unit # 106, Buffalo Grove, Illinois 60089
107	03-04-300-023-1008	51 Old Oak Drive, Unit # 107, Buffalo Grove, Illinois 60089
108	03-04-300-023-1009	51 Old Oak Drive, Unit # 108, Buffalo Grove, Illinois 60089
109	03-04-300-023-1010	51 Old Oak Drive, Unit # 109, Buffalo Grove, Illinois 60089
110	03-04-300-023-1011	51 Old Oak Drive, Unit # 110, Buffalo Grove, Illinois 60089
111	03-04-300-023-1077	51 Old Oak Drive, Unit # 111, Buffalo Grove, Illinois 60089
113	03-04-300-023-1013	51 Old Oak Drive, Unit # 113, Buffalo Grove, Illinois 60089
114	03-04-300-023-1014	51 Old Oak Drive, Unit # 114, Buffalo Grove, Illinois 60089
115	03-04-300-023-1015	51 Old Oak Drive, Unit # 115, Buffalo Grove, Illinois 60089
116	03-04-300-023-1016	51 Old Oak Drive, Unit # 116, Buffalo Grove, Illinois 60089
117	03-04-300-023-1017	51 Old Oak Drive, Unit # 117, Buffalo Grove, Illinois 60089
118	03-04-300-023-1018	51 Old Oak Drive, Unit # 118, Buffalo Grove, Illinois 60089
200	03-04-300-023-1019	51 Old Oak Drive, Unit # 200, Buffalo Grove, Illinois 60089
201	03-04-300-023-1020	51 Old Oak Drive, Unit # 201, Buffalo Grove, Illinois 60089
202	03-04-300-023-1021	51 Old Oak Drive, Unit # 202, Buffalo Grove, Illinois 60089
203	03-04-300-023-1022	51 Old Oak Drive, Unit # 203, Buffalo Grove, Illinois 60089
204	03-04-300-023-1023	51 Old Oak Drive, Unit # 204, Buffalo Grove, Illinois 60089
205	03-04-300-023-1024	51 Old Oak Drive, Unit # 205, Buffalo Grove, Illinois 60089
206	03-04-300-023-1025	51 Old Oak Drive, Unit # 206, Buffalo Grove, Illinois 60089
207	03-04-300-023-1026	51 Old Oak Drive, Unit # 207, Buffalo Grove, Illinois 60089
208	03-04-300-023-1027	51 Old Oak Drive, Unit # 208, Buffalo Grove, Illinois 60089
209	03-04-300-023-1028	51 Old Oak Drive, Unit # 209, Buffalo Grove, Illinois 60089
210	03-04-300-023-1029	51 Old Oak Drive, Unit # 210, Buffalo Grove, Illinois 60089
211	03-04-300-023-1030	51 Old Oak Drive, Unit # 211, Buffalo Grove, Illinois 60089
212	03-04-300-023-1031	51 Old Oak Drive, Unit # 212, Buffalo Grove, Illinois 60089
213	03-04-300-023-1032	51 Old Oak Drive, Unit # 213, Buffalo Grove, Illinois 60089
214	03-04-300-023-1033	51 Old Oak Drive, Unit # 214, Buffalo Grove, Illinois 60089
215	03-04-300-023-1034	51 Old Oak Drive, Unit # 215, Buffalo Grove, Illinois 60089
216	03-04-300-023-1035	51 Old Oak Drive, Unit # 216, Buffalo Grove, Illinois 60089
217	03-04-300-023-1036	51 Old Oak Drive, Unit # 217, Buffalo Grove, Illinois 60089
218	03-04-300-023-1037	51 Old Oak Drive, Unit # 218, Buffalo Grove, Illinois 60089
300	03-04-300-023-1038	51 Old Oak Drive, Unit # 300, Buffalo Grove, Illinois 60089
301	03-04-300-023-1039	51 Old Oak Drive, Unit # 301, Buffalo Grove, Illinois 60089
302	03-04-300-023-1040	51 Old Oak Drive, Unit # 302, Buffalo Grove, Illinois 60089
303	03-04-300-023-1041	51 Old Oak Drive, Unit # 303, Buffalo Grove, Illinois 60089
304	03-04-300-023-1042	51 Old Oak Drive, Unit # 304, Buffalo Grove, Illinois 60089
305	03-04-300-023-1043	51 Old Oak Drive, Unit # 305, Buffalo Grove, Illinois 60089
306	03-04-300-023-1044	51 Old Oak Drive, Unit # 306, Buffalo Grove, Illinois 60089
307	03-04-300-023-1045	51 Old Oak Drive, Unit # 307, Buffalo Grove, Illinois 60089
308	03-04-300-023-1046	51 Old Oak Drive, Unit # 308, Buffalo Grove, Illinois 60089
309	03-04-300-023-1047	51 Old Oak Drive, Unit # 309, Buffalo Grove, Illinois 60089
310	03-04-300-023-1048	51 Old Oak Drive, Unit # 310, Buffalo Grove, Illinois 60089
311	03-04-300-023-1049	51 Old Oak Drive, Unit # 311, Buffalo Grove, Illinois 60089
312	03-04-300-023-1050	51 Old Oak Drive, Unit # 312, Buffalo Grove, Illinois 60089
313	03-04-300-023-1051	51 Old Oak Drive, Unit # 313, Buffalo Grove, Illinois 60089
314	03-04-300-023-1052	51 Old Oak Drive, Unit # 314, Buffalo Grove, Illinois 60089
315	03-04-300-023-1053	51 Old Oak Drive, Unit # 315, Buffalo Grove, Illinois 60089
316	03-04-300-023-1054	51 Old Oak Drive, Unit # 316, Buffalo Grove, Illinois 60089
317	03-04-300-023-1055	51 Old Oak Drive, Unit # 317, Buffalo Grove, Illinois 60089

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318	03-04-300-023-1056	51 Old Oak Drive, Unit # 318, Buffalo Grove, Illinois 60089
400	03-04-300-023-1057	51 Old Oak Drive, Unit # 400, Buffalo Grove, Illinois 60089
401	03-04-300-023-1058	51 Old Oak Drive, Unit # 401, Buffalo Grove, Illinois 60089
402	03-04-300-023-1059	51 Old Oak Drive, Unit # 402, Buffalo Grove, Illinois 60089
403	03-04-300-023-1060	51 Old Oak Drive, Unit # 403, Buffalo Grove, Illinois 60089
404	03-04-300-023-1061	51 Old Oak Drive, Unit # 404, Buffalo Grove, Illinois 60089
405	03-04-300-023-1062	51 Old Oak Drive, Unit # 405, Buffalo Grove, Illinois 60089
406	03-04-300-023-1063	51 Old Oak Drive, Unit # 406, Buffalo Grove, Illinois 60089
407	03-04-300-023-1064	51 Old Oak Drive, Unit # 407, Buffalo Grove, Illinois 60089
408	03-04-300-023-1065	51 Old Oak Drive, Unit # 408, Buffalo Grove, Illinois 60089
409	03-04-300-023-1066	51 Old Oak Drive, Unit # 409, Buffalo Grove, Illinois 60089
410	03-04-300-023-1067	51 Old Oak Drive, Unit # 410, Buffalo Grove, Illinois 60089
411	03-04-300-023-1068	51 Old Oak Drive, Unit # 411, Buffalo Grove, Illinois 60089
412	03-04-300-023-1069	51 Old Oak Drive, Unit # 412, Buffalo Grove, Illinois 60089
413	03-04-300-023-1070	51 Old Oak Drive, Unit # 413, Buffalo Grove, Illinois 60089
414	03-04-300-023-1071	51 Old Oak Drive, Unit # 414, Buffalo Grove, Illinois 60089
415	03-04-300-023-1072	51 Old Oak Drive, Unit # 415, Buffalo Grove, Illinois 60089
416	03-04-300-023-1073	51 Old Oak Drive, Unit # 416, Buffalo Grove, Illinois 60089
417	03-04-300-023-1074	51 Old Oak Drive, Unit # 417, Buffalo Grove, Illinois 60089
418	03-04-300-023-1075	51 Old Oak Drive, Unit # 418, Buffalo Grove, Illinois 60089

County of Cook County Clerk's Office

EXHIBIT B

AFFIDAVIT AS TO MORTGAGEE NOTIFICATION

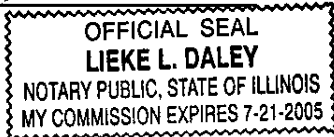
I, Betty Schneider, do hereby certify that I am the duly elected and qualified secretary for the Oak Creek II Luxury Condominium Homes Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration of Condominium Ownership for the Oak Creek II Luxury Condominium Homes Association was mailed to all mortgagees no less than ten (10) days prior to the date of this affidavit.

Elizabeth Schneider
Secretary

Subscribed and sworn to before me
this 11th day of July, 2002.

[Signature]
Notary Public



Property of Cook County Clerk's Office

EXHIBIT C

CONSENT OF ELIGIBLE MORTGAGEE

The undersigned, an Eligible Mortgagee as defined in the Declaration of Condominium for the Oak Creek II Condominium Association, hereby votes on the amendment to the Declaration regarding *the leasing of units:

WE APPROVE THE AMENDMENT.

WE DO NOT APPROVE THE AMENDMENT.

Signed by: Edwan P. A. DeBurr

Title: Vice President

Name and Address of Mortgagee:

Wells Fargo Home Mortgage, Inc.
7495 New Horizon Way
Frederick, MD 21703

Holder of mortgage on: Jerome E. Tarrson / Loan # 7362222-472
Property Address: 51 Oak Drive, Unit #207
Buffalo Grove, Illinois

NOTE: If Mortgagee fails to notify Association of its consent or dissent to the adoption of this Amendment within 30 days of receipt, Mortgagee shall be deemed to have waived its right to object to the Amendment and shall be deemed to have accepted its terms and condition and agrees to be bound by same.

Return to:
Ryan H. Shpritz
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089

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EXHIBIT C

CONSENT OF ELIGIBLE MORTGAGEE

The undersigned, an Eligible Mortgagee as defined in the Declaration of Condominium for the Oak Creek II Condominium Association, hereby votes on the amendment to the Declaration regarding *the leasing of units:

WE APPROVE THE AMENDMENT.

WE DO NOT APPROVE THE AMENDMENT.

Signed by: Melinda Shuen
Title: Vice President

Name and Address of Mortgagee:

Countrywide Home Loans
400 Countrywide Way
Simi Valley, CA 93065

Holder of mortgage on: Lois A. Bierman / Loan # 1926593
Property Address: 51 Oak Drive, Unit #304
Buffalo Grove, Illinois

NOTE: If Mortgagee fails to notify Association of its consent or dissent to the adoption of this Amendment within 30 days of receipt, Mortgagee shall be deemed to have waived its right to object to the Amendment and shall be deemed to have accepted its terms and condition and agrees to be bound by same.

Return to:
Ryan H. Shpritz
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089

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EXHIBIT C

CONSENT OF ELIGIBLE MORTGAGEE

The undersigned, an Eligible Mortgagee as defined in the Declaration of Condominium for the Oak Creek II Condominium Association, hereby votes on the amendment to the Declaration regarding *the leasing of units:

WE APPROVE THE AMENDMENT.

WE DO NOT APPROVE THE AMENDMENT.

Signed by: [Signature]

Title: Assistant Vice President

Name and Address of Mortgagee:

U.S. Bank Home Mtg
P.O. Box 20005
Owensboro Ky 42304-0005

Holder of mortgage on: John P. and Mary Jean O'Brien, Jr. Loan # 4800019469
Property Address: 51 Oak Drive, Unit #418
Buffalo Grove, Illinois

NOTE: If Mortgagee fails to notify Association of its consent or dissent to the adoption of this Amendment within 30 days of receipt, Mortgagee shall be deemed to have waived its right to object to the Amendment and shall be deemed to have accepted its terms and condition and agrees to be bound by same.

Return to:
Ryan H. Shpritz
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089

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EXHIBIT C

CONSENT OF ELIGIBLE MORTGAGEE

The undersigned, an Eligible Mortgagee as defined in the Declaration of Condominium for the Oak Creek II Condominium Association, hereby votes on the amendment to the Declaration regarding *the leasing of units:

WE APPROVE THE AMENDMENT.

WE DO NOT APPROVE THE AMENDMENT.

Signed by: Sally A. Hoffman

Sally A. Hoffman

Title: Assistant Vice President

Name and Address of Mortgagee:

CETMORTGAGE, INC.

15851 CLAYTON ROAD

BALLWIN, MO 63011

Holder of mortgage on: Jack Skovronski / Loan # 0002365141-7
Property Address: 51 Oak Drive, Unit #201
Buffalo Grove, Illinois

NOTE: If Mortgagee fails to notify Association of its consent or dissent to the adoption of this Amendment within 30 days of receipt, Mortgagee shall be deemed to have waived its right to object to the Amendment and shall be deemed to have accepted its terms and condition and agrees to be bound by same.

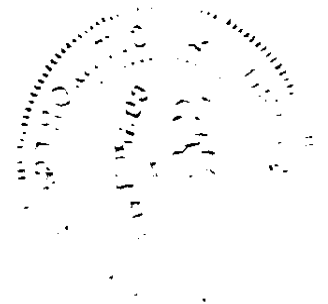
Return to:
Ryan H. Shpritz
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089

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EXHIBIT C

CONSENT OF ELIGIBLE MORTGAGEE

The undersigned, an Eligible Mortgagee as defined in the Declaration of Condominium for the Oak Creek II Condominium Association, hereby votes on the amendment to the Declaration regarding *the leasing of units:

WE APPROVE THE AMENDMENT.

WE DO NOT APPROVE THE AMENDMENT.

Signed by: Beverly J. Misa
Title: Assistant Vice President

Name and Address of Mortgagee:

ABN AMRO Mortgage Group, Inc.

2600 West Big Beaver Road

Troy, MI 48084

Holder of mortgage on: Allen Kabat / Loan #0003601943
Property Address: 51 Oak Drive, Unit # 413
Buffalo Grove, Illinois

NOTE: If Mortgagee fails to notify Association of its consent or dissent to the adoption of this Amendment within 30 days of receipt, Mortgagee shall be deemed to have waived its right to object to the Amendment and shall be deemed to have accepted its terms and condition and agrees to be bound by same.

Return to:
Ryan H. Shpritz
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089

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EXHIBIT C

CONSENT OF ELIGIBLE MORTGAGEE

The undersigned, an Eligible Mortgagee as defined in the Declaration of Condominium for the Oak Creek II Condominium Association, hereby votes on the amendment to the Declaration regarding *the leasing of units:

WE APPROVE THE AMENDMENT.

WE DO NOT APPROVE THE AMENDMENT.

Signed by: Beverly J. Missig
Beverly J. Missig
Title: Assistant Vice President

Name and Address of Mortgagee:

ABN AMRO Mortgage Group, Inc.
2600 West Big Beaver Road
Troy, MI 48084

Holder of mortgage on: Hattie Siegal / Loan # 0003601951
Property Address: 51 Oak Drive, Unit #213
Buffalo Grove, Illinois

NOTE: If Mortgagee fails to notify Association of its consent or dissent to the adoption of this Amendment within 30 days of receipt, Mortgagee shall be deemed to have waived its right to object to the Amendment and shall be deemed to have accepted its terms and condition and agrees to be bound by same.

Return to:
Ryan H. Shpritz
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089

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EXHIBIT C

CONSENT OF ELIGIBLE MORTGAGEE

The undersigned, an Eligible Mortgagee as defined in the Declaration of Condominium for the Oak Creek II Condominium Association, hereby votes on the amendment to the Declaration regarding *the leasing of units:

WE APPROVE THE AMENDMENT.

WE DO NOT APPROVE THE AMENDMENT.

Signed by: Beverly J. Missig
Beverly J. Missig
Title: Assistant Vice President

Name and Address of Mortgagee:
ABN AMRO Mortgage Group, Inc.
2600 West Big Beaver Road
Troy, MI 48084

Holder of mortgage on: Karen Seehausen / Loan #0003601960
Property Address: 51 Oak Drive, Unit #308
Buffalo Grove, Illinois

NOTE: If Mortgagee fails to notify Association of its consent or dissent to the adoption of this Amendment within 30 days of receipt, Mortgagee shall be deemed to have waived its right to object to the Amendment and shall be deemed to have accepted its terms and condition and agrees to be bound by same.

Return to:
Ryan H. Shpritz
Kovitz Shifrin Nesbit
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CONSENT OF ELIGIBLE MORTGAGEE

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- WE APPROVE THE AMENDMENT.
- WE DO NOT APPROVE THE AMENDMENT.

Signed by: Beverly J. Messing
 Title: Assistant Vice President

Name and Address of Mortgagee:
ABN AMRO Mortgage Group, Inc.
2600 West Big Beaver Road
Troy, MI 48084

Holder of mortgage on: Abe Adelstein - M. More / Loan # 0003601986
 Property Address: 51 Oak Drive, Unit #206
 Buffalo Grove, Illinois

NOTE: If Mortgagee fails to notify Association of its consent or dissent to the adoption of this Amendment within 30 days of receipt, Mortgagee shall be deemed to have waived its right to object to the Amendment and shall be deemed to have accepted its terms and condition and agrees to be bound by same.

Return to:
 Ryan H. Shpritz
 Kovitz Shifrin Nesbit
 750 Lake Cook Road, Suite 350
 Buffalo Grove, IL 60089

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20791831

PETITION TO APPROVE AMENDING THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE OAK CREEK II CONDOMINIUM HOMES ASSOCIATION

We, the undersigned unit owners, do hereby approve of amending the Declaration of Condominium Ownership for the Oak Creek II Condominium Homes Association to eliminate the leasing of units. The amendment will provide that no new leases may be entered into effective with the recording of the amendment. Those units being rented out at the date of recording the amendment may continue to be leased until December 31, 2002.

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#1

NAME (SIGNATURE)	ADDRESS
_____	_____
_____	_____
<i>Joanna B...</i> ✓	#304
<i>EMMA BINDER</i> ✓	#307

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#1

NAME (SIGNATURE)	ADDRESS
<i>Mr. Sam Proch</i>	#302
<i>Patricia Rulof</i>	#411
<i>Allen Kebab</i>	#413
<i>Donald Blansel</i>	#309
<i>Patricia Hemmer</i>	#109

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NAME (SIGNATURE)	ADDRESS
Sam M... ✓	313
Albert... ✓	315
Polly... ✓	318
DICK BRENNER #1 ✓	104
June Huska	208

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NAME (SIGNATURE)	ADDRESS
<i>Jessie Finch</i> ✓	UNIT 409
<i>Sylvia Polansky</i> ✓	" 410
<i>Monte Goldman</i> ✓	UNIT 405
<i>Ceil Pearce</i> ^{EV8} ✓	Unit 311
<i>Milly Aquino</i> ✓	212
<i>Isaac Bell</i> ✓	-1- CH03
<i>Mickey Dworkin</i> ^(EV8) ✓	Unit #12

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(58 TO 18)

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NAME (SIGNATURE)	ADDRESS
• Earl Heller ✓	unit #103
• David Schuman ✓	unit # 101
• Suzanne Spicili ✓ Ann K. Sun	UNIT # 106
• Harold & Fran Berlov ✓	UNIT # 117
• Ruth A. Altos ✓	105
• Irene E. Klesny ✓	" 113
• Mr & Mrs Sachs ✓	# 300
• June Skolnick ✓	# 314
• Peggy Cullen ✓	# 116
• Mr & Mrs J. Tarrson ✓	# 207
• Nancy Schwerdtlin ✓	102
• Gillian Fenley ✓	114
• Merril Seal ✓	215

20791831

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#1

NAME (SIGNATURE)	ADDRESS
<i>[Signature]</i> ✓	
<i>Ann Bennett</i> ✓	<i>Unit 115</i>
<i>Margaret A. Evans</i> ✓	<i>Unit 404</i>
<i>Jean Pinsky</i> ✓	<i>Apt. 416</i>
<i>John P. Burns</i> ✓	<i>UNIT 418</i>
<i>Martin Prager</i> ✓	<i>UNIT 408</i>
<i>Rachel Simon</i> ✓	<i>UNIT 203</i>
<i>[Signature]</i>	
<i>Marilyn Zippin</i> ✓	<i>Unit 407</i>
<i>[Signature]</i>	
<i>Carmela Brun</i> ✓	<i>#100</i>
<i>Elyzabeth (Betty) Schneider</i> ✓	<i>#417</i>
<i>Felix J. Miller</i> ✓	<i>118</i>

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NAME (SIGNATURE)	ADDRESS
J. Mayers Abell ✓	202
Natalie L. Barron ✓	204
Ruth Rosenberg ✓	205
Elizabeth Adetunji ✓	206
Michael Fink ✓	209
Hattie Segal ✓	213
Sarah Willman ✓	206
Arnetta Forsyth ✓	208
Miriam Rubin ✓	303
Ether Roubitchek ✓	214
ED WEINBERG ✓	217
Mary Puzyk	210

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