

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR BOUNDARY COURT CONDOMINIUM ASSOCIATION



For Use By Recorder's Office Only

This Amendment to Declaration made and entered into the 19th day of May, 2002, is an amendment to that certain Declaration Of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for Boundary Court Condominium Association (hereinafter referred to as "Declaration") recorded on October 31, 2000 as Document No. 00856128.

WITNESSETH:

WHEREAS, the Board of Directors and members of Boundary Court Condominium Association (hereinafter referred to as the "Association") desire to amend the Declaration; and

WHEREAS, pursuant to Article XIX, Section 6, of the Declaration, the Declaration may be amended by an instrument executed by owners having at least two-thirds (2/3) of the total vote and containing an affidavit by an officer of the Board stating that the Amendment has been mailed to all bona-fide mortgagees. Any amendment adopted pursuant to the above provisions shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois; and

WHEREAS, said instrument has been signed and acknowledged by all the Board members of the Association (Exhibit B attached hereto); and

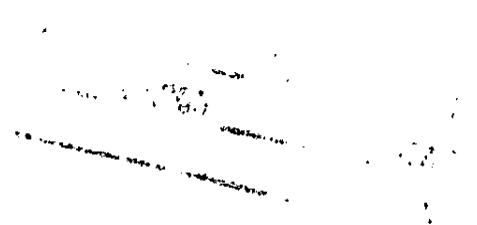
WHEREAS, said instrument has been executed by owners having two-thirds (2/3) of the total vote, their signatures being attached hereto; and

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DATE 9.24.02 COPIES 6
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Table with columns F, A, P, V and rows containing numbers and signatures.

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WHEREAS, a copy of the Amendment has been mailed to all mortgagees having bona fide record against any Unit not less than ten (10) days prior to the date of such Affidavit.

NOW, THEREFORE, the Association hereby declares that the Declaration be and is hereby amended as follows (additions to text are shown as underlined and deletions to text are shown as a ~~strikeout~~):

**Article IX of the Declaration shall be amended as follows:**

Leasing of Units. In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Owners to reside on the premises. No more than three (3) units shall be leased at one time. If three (3) units are being leased, an owner may request the right to be placed on a waiting list. Owners shall be permitted to lease when their name comes up on the list. Any Owners leasing their units as of the effective date of this amendment must provide the Board with a copy of the lease within fourteen (14) days of the recording of this document. Failure to do so require those owners to be placed on the waiting list to the extent three (3) units are being leased at that time. All leases must be for a term of one (1) year, and may be renewed. The Board may approve shorter or longer leases in special circumstances.

(1) This restriction shall not apply to the leasing of a unit to a blood relative. A blood relative shall be defined as parent(s), grandparent(s), children, brother(s) and/or sister(s). The Board reserves the right to request proof of the relationship. The Board's decision as to the proof of relationship shall be final and binding.

(2) Any Owner may apply for a one time hardship waiver of enforceability of this policy. The Owner must submit a request, in writing, to the Board of Directors, requesting a hardship waiver, setting forth all reasons why they are entitled to same. If the Board determines a hardship exists, the Unit Owner requesting such hardship will be permitted to lease their unit for a period of twelve (12) months. Once the tenant moves out or this period expires, whichever occurs first, the Owner must come into compliance with this amendment and may no longer lease their unit. Failure to abide by all Rules and Regulations of the Association may result in revocation of hardship status.

(3) 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.

(4) 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 tenant, under 735 ILCS 5/9 et. seq., an action for injunctive and other equitable relief, or an action at law for damages.

(5) 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.

(6) 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.

(7) The Board of Directors of the Association shall have the right to lease any Association owned units or any unit which the Association has possession pursuant to any court order, and said units shall not be subject to this amendment.

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.

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

This Amendment is executed by an instrument in writing and executed by owners having at least two-thirds (2/3) of the total vote, and the signatories hereby warrant that they possess full power and authority to execute this instrument.

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

ROBERT B. KOGEN  
Kovitz Shifrin Nesbit  
750 Lake Cook Road, Suite 350  
Buffalo Grove, IL 60089 — (847) 537-0500

**EXHIBIT A**

**LEGAL DESCRIPTION**

Numbers 2413-1, 2413-2, 2417-1, 2417-2, 2419-1, 2419-2, 2421-1, 2421-2, 2423-1, 2423-2, 2425-1, 2425-2, 2427-1, 2427-2, 2429-1 and 2429-2 in Boundary Court Condominiums, as delineated on a survey of the following described tract of land: That part of the West 222 feet of the North 1 ½ acres of the South 9 ½ acres of the East 24 Rods of the North 80 Rods of the Northeast ¼ of Section 36, Township 41 North, Range 13, East of the Third Principal Meridian, lying South of the South line of Fitch Avenue as dedicated by Plat recorded October 26, 1927 as Document 9821939 (excepting from the above described premises the West 33.81 feet thereof), also the South 55 feet of the North 495 feet of the West 222 feet of the East 396 feet of the Northeast ¼ of Section 36, Township 41 North, Range 13, East of the Third Principal Meridian, (excepting from the above described premises the West 33/81 feet thereof), in Cook County, Illinois, which survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document Number 00856128, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

| Unit Number | PIN Number         | Commonly Known As:                                    |
|-------------|--------------------|---|
| 2413-1      | 10-36-207-016-1001 | 2413 West Fitch, Unit 2413-1, Chicago, Illinois 60645 |
| 2413-2      | 10-36-207-016-1002 | 2413 West Fitch, Unit 2413-2, Chicago, Illinois 60645 |
| 2417-1      | 10-36-207-016-1003 | 2417 West Fitch, Unit 2417-1, Chicago, Illinois 60645 |
| 2417-2      | 10-36-207-016-1004 | 2417 West Fitch, Unit 2417-2, Chicago, Illinois 60645 |
| 2419-1      | 10-36-207-016-1005 | 2419 West Fitch, Unit 2419-1, Chicago, Illinois 60645 |
| 2419-2      | 10-36-207-016-1006 | 2419 West Fitch, Unit 2419-2, Chicago, Illinois 60645 |
| 2421-1      | 10-36-207-016-1007 | 2421 West Fitch, Unit 2421-1, Chicago, Illinois 60645 |
| 2421-2      | 10-36-207-016-1008 | 2421 West Fitch, Unit 2421-2, Chicago, Illinois 60645 |
| 2423-1      | 10-36-207-016-1009 | 2423 West Fitch, Unit 2423-1, Chicago, Illinois 60645 |
| 2423-2      | 10-36-207-016-1010 | 2423 West Fitch, Unit 2423-2, Chicago, Illinois 60645 |
| 2425-1      | 10-36-207-016-1011 | 2425 West Fitch, Unit 2425-1, Chicago, Illinois 60645 |
| 2425-2      | 10-36-207-016-1012 | 2425 West Fitch, Unit 2425-2, Chicago, Illinois 60645 |
| 2427-1      | 10-36-207-016-1013 | 2427 West Fitch, Unit 2427-1, Chicago, Illinois 60645 |
| 2427-2      | 10-36-207-016-1014 | 2427 West Fitch, Unit 2427-2, Chicago, Illinois 60645 |
| 2429-1      | 10-36-207-016-1015 | 2429 West Fitch, Unit 2429-1, Chicago, Illinois 60645 |
| 2429-2      | 10-36-207-016-1016 | 2429 West Fitch, Unit 2429-2, Chicago, Illinois 60645 |

EXHIBIT B

APPROVAL BY BOARD MEMBERS

We, the undersigned, are a majority of the Board of Directors of the Association. Upon a vote of the Board of Directors of the Association, we have been authorized to execute this document on behalf of the Association.

EXECUTED AND ACKNOWLEDGED this 19<sup>th</sup> day of May, 2002.

*Ginger Carney*

Ginger Carney, President

*Michael Foltz*

Michael Foltz, Treasurer

*Ellen Wein*

Ellen Wein

*Scott M. Simpson*

Scott M. Simpson sec.

Board of Directors of Boundary Court Condominium Association

**PETITION TO APPROVE AMENDING THE DECLARATION FOR  
BOUNDARY COURT CONDOMINIUM ASSOCIATION**

We, the undersigned, do hereby approve the amendment to the Declaration of Boundary Court Condominium Association, specifically regarding the leasing of units as attached hereto.

| Name (Signature)           | Address                     | Name of Address of Mortgagee   |
|----------------------------|-----------------------------|--|
| <i>Ellen [Signature]</i>   | 2419 W. Fitch Ave           | WELLS FARGO HOME MORTGAGE<br>1 HOME CAMPUS<br>DES MOINES, IA 50328                   |
| <i>Michael [Signature]</i> | 2417 W. Fitch #1            | GMAC MORTGAGE CORP.<br>P.O. BOX 9001719<br>LOUISVILLE, KY 40240-1719                 |
| <i>FRANCK SPONDES</i>      | 2421 W FITCH #1             | WASHINGTON MUTUAL<br>P.O. BOX 70308<br>CHARLOTTE, NC 28272-0308                      |
| <i>JACK FISHER</i>         | 2419 W FITCH                | HOMESIDE LENDING INC.<br>P.O. BOX 47524<br>SAN ANTONIO, TX 78265-7524                |
| <i>DICK DELIZO</i>         | 2423 W FITCH                | MP AMERICA BANK<br>1023 CENTRE POINT CIRCLE PO Box 3142<br>NAPERVILLE, IL 60566-9766 |
| <i>Scott [Signature]</i>   | 2423 #1 W FITCH.            | WASHINGTON MUTUAL<br>P.O. BOX 1093<br>NORTHBRIDGE, CA 91328                          |
| <i>Maria [Signature]</i>   | 2413 #1 W Fitch             | AMRO MORTGAGE GROUP<br>135 S. LASALLE ST. DEPT. 8335<br>CHICAGO, IL 60674-8335       |
| <i>Chinyue [Signature]</i> | 2419 W FITCH #1             | WASHINGTON MUTUAL HOME LOANS<br>P.O. BOX 1900<br>NORTHBRIDGE, CA 91328               |
| <i>Shen [Signature]</i>    | 2425 W. Fitch, 2nd          | ABN AMRO GROUP, INC.<br>135 S. LASALLE DEPT. 8335<br>CHICAGO, IL 60674-8335          |
| <i>Joy [Signature]</i>     | 2427 W. Fitch Ave unit #1   | WASHINGTON MUTUAL<br>P.O. BOX 1900<br>NORTHBRIDGE CA 91328                           |
| <i>Jorge Perez.</i>        | 2429 W. Fitch Ave, #1       | ABN AMRO GROUP, INC.<br>135 S. LASALLE ST. DEPT 8335<br>CHICAGO, IL 60674-8335       |
| <i>Anne Houston</i>        | 2427 W. Fitch #2            | COUNTRYWIDE<br>P.O. BOX 660614<br>DALLAS, TX 75216-0694                              |
| <i>Maria [Signature]</i>   | <del>2413 #3 W. FITCH</del> |  |
|                            |                             |  |
|                            |                             |  |
|                            |                             |  |

BOUNDARY COURT CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed amendment to the Declaration of Condominium for Boundary Court Condominium Association, specifically regarding the leasing of units:

(?)

I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):

Laslo Nagyfalusi

Property Address: 2413 W. Fitch Ave, #2

Name and Address of Mortgage Lender (if any):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

→ Note: His Proxy voted 'Yes', but later he would not sign the Petition, and would not give his lender's address.