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COOK COUNTY  
RECORDER  
JESSE WHITE  
BRIDGEVIEW OFFICE

SECOND AMENDMENT TO THE  
DECLARATION OF THE CONDOMINIUM OWNERSHIP  
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR  
CHESTNUT HILLS CONDOMINIUM ASSOCIATION

THIS document is recorded for the purpose of amending the Declaration of Condominium Ownership (hereafter the "Declaration") for the CHESTNUT HILLS CONDOMINIUM ASSOCIATION, as amended, (hereafter the "Association"), which Declaration was recorded on May 9, 1977, as Document No. 23918750, and the First Amendment to Declaration was recorded July 11, 1977, as Document No. 24007107 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A", which is attached hereto and made a part hereof.

THIS Amendment is adopted pursuant to the provisions of Section 18, of the aforesaid Declaration. Said Section provides 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 the Board of Managers of the CHESTNUT HILLS CONDOMINIUM ASSOCIATION (the "Board"), approved by at least a three-fourths (3/4) vote of the Unit Owners and provided further that it contains an affidavit by an officer of the Board, certifying that a copy of the change has been sent by certified mail to all mortgagees, having bona fide liens of record against any unit ownership, not less than ten (10) days prior to the date of such affidavit.

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 Illinois Condominium Property Act; and

WHEREAS, the Board and the Owners desire to amend the Declaration in order to restrict rental or leasing of units with some exceptions; and

MAIL TO:

JOHN E. TOSCAR  
ATTORNEY AT LAW  
12130 S. HARLEM AVE., SUITE 3  
PAULS HEIGHTS, IL 60463

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WHEREAS, the Amendment has been approved in writing by the acknowledged signatures of all Board members and by at least a three-fourths (3/4) vote of the Unit Owners, in compliance with Paragraph 18 of the Declaration, and due notice having been provided to mortgagees holding bona fide liens of record against any unit ownership as evidenced by the Affidavit of the Secretary of the Board, attached hereto as Exhibit "B";

NOW, THEREFORE, the Declaration of Condominium Ownership for the CHESTNUT HILLS CONDOMINIUM ASSOCIATION is hereby amended in accordance with the text which follows:

## 1. Paragraph 7

m. Each Unit Owner shall occupy and use such Unit as a private dwelling for himself and his immediate family. Rental or leasing of Units is prohibited, except as herein provided. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Managers may, but is not required to, grant permission to a Unit Owner to lease his Unit to a specified lessee for a period of not less than six (6) consecutive months nor more than twelve (12) months or such other reasonable terms as the Board may establish. Such permission may be granted by the Board of Managers only upon a written application by the Unit Owner to the Board. The Board of Managers shall respond to each application in writing within thirty (30) days of submission thereof. All requests for extension of an original lease must also be submitted to the Board of Managers in the same manner as set forth in the original application. The Board of Managers has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease or extension of lease; provided, however, that in no event shall any Unit Owner be permitted to lease or rent such Unit for more than twenty-four (24) consecutive months. The Board's decision shall be final and binding.

n. Any and all existing Unit Owners as of the date of adoption of this amendment and any and all leases in force at the date of adoption of this amendment are not effected; provided, however, that once title to a Unit changes hands, no leases may be assigned by the new title holder. In addition, this section shall not apply to the rental or leasing of Units to the immediate family members of the Unit Owner. For purposes of this paragraph, the term "immediate family members" shall mean a Unit Owner's spouse, mother, father, grandmother, grandfather, brother, sister, son,

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daughter, whether any such relation is a natural blood relation or adopted. This Amendment does not affect the Board's right to rent a Unit under the Forcible Entry and Detainer Act.

o. After a sale, lease, devise, or gift of any Unit Ownership is made by any Unit Owner, the Purchaser, lessee, devisee, or donee thereunder shall be bound by and be subject to all of the obligations of such Unit Owner with respect to such Unit Ownership as provided in this Declaration, and in the case of a lease, said lease shall expressly so provide. Copies of all leases, which must be executed, must be submitted to the Board no later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. The Unit Owner making any such lease shall not be relieved thereby from any of his obligations hereunder. Further, any failure by the lessee or sublessee to comply with the terms of the Declaration shall constitute a default under the lease and if the Board is required to enforce or break such lease, the Board is permitted to take whatever legal action is necessary, including charging back all attorneys' fees and Court costs against the lessor's account as a special assessment. Upon the expiration or termination of such lease, or in the event of any subleasing thereunder, the provisions hereof, shall apply to such Unit Ownership. The Board may adopt rules and regulations, from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the same. No Residential Unit shall be made subject to a lease under which less than the entire Unit is leased or under which the Unit is leased for a term of less than one (1) year.

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

THE BOARD OF MANAGERS OF THE CHESTNUT HILLS  
CONDOMINIUM ASSOCIATION

By: Donna McCurdy

Its: President

Attest: Mary K. Powell

Its: Secretary

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STATE OF ILLINOIS

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) SS.

COUNTY OF COOK

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I, JOHN Z. TOSCAR, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DONNA McCURDY, President of the Chestnut Hills Condominium Association, personally known to me to be the same person whose name is subscribed to the foregoing SECOND AMENDMENT TO THE DECLARATION OF THE CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR CHESTNUT HILLS CONDOMINIUM ASSOCIATION, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 23<sup>rd</sup> day of NOVEMBER, 1994.



[Signature]  
Notary Public

STATE OF ILLINOIS

)

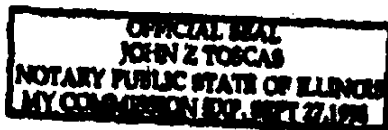
) SS.

COUNTY OF COOK

)

I, JOHN Z. TOSCAR, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARY K. PAVELA, Secretary of the Chestnut Hills Condominium Association, personally known to me to be the same person whose name is subscribed to the foregoing SECOND AMENDMENT TO THE DECLARATION OF THE CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR CHESTNUT HILLS CONDOMINIUM ASSOCIATION, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act, for the uses and purposes therein set forth.

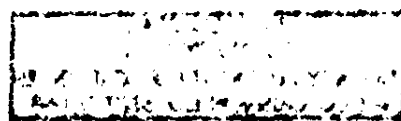
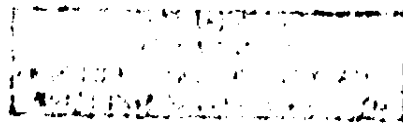
GIVEN under my hand and seal, this 23<sup>rd</sup> day of NOVEMBER, 1994.



[Signature]  
Notary Public

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Property of Cook County Clerk's Office



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## EXHIBIT A

Units 101, 102, 103, 104, 105 106, 107, 108, 201, 202, 203, 204, 205, 206, 207 and 208, and Garage Units 101A, 102A, 103A, 104A, 105A, 106A, 107A, 108A, 201A, 202A, 203A, 204A, 205A, 206A, 207A and 208A as delineated on the survey of,

Lot 42 in Frederick H. Bartlett's Palos Township Farms Second Addition being a Subdivision of Lots 36 to 41 inclusive in Frederick H. Bartlett's Palos Township Farms First Addition being a Subdivision of the West 3/4 of the South 1/2 of the South 1/2 of the Northwest 1/4; also the West 33 feet of the East 1/4 of Section 1, Township 37 North, Range 12 also the West 3/4 (except the South 33 feet thereof) of the North 1/2 of the North 1/2 of the Southwest 1/2 and also the West 33 feet of the East 1/4 of said North 1/2 of the North 1/2 of the Southwest 1/4 of Section 1, Township 37 North, Range 12 (except the South 33 feet thereof) in Cook County, Illinois., which survey is attached as Exhibit "C" to the Declaration of Condominium made by Bank of Hickory Hills, as Trustee under Trust Agreement dated March 26, 1976 and known as Trust No. 410, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 23918750, as amended by First Amendment recorded as Document No. 24007107.

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## EXHIBIT "B"

State of Illinois) )  
County of Cook ) SS.

### AFFIDAVIT

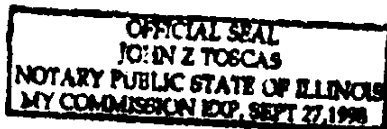
I, MARY K. PAVELL, the duly elected Secretary of the Chestnut Hills Condominium Association and a duly elected member of the Board of Managers of the Chestnut Hills Condominium Association hereby affirms that due notice of the foregoing Second Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the ~~XXXXXXXXXX~~ CHESTNUT HILLS Condominium Association has been sent by Certified Mail, Return Receipt Requested to all Mortgagees having bona fide liens of record against any Unit Ownership ten (10) days prior to the date herein.

Mary K. Pavell  
Secretary, Chestnut Hills  
Condominium Association

State of Illinois) )  
County of Cook ) SS.

I, JOHN Z. TOSCAS, a notary public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that MARY K. PAVELL, Secretary of the Chestnut Hills Condominium Association, personally known to me to be the same person whose name is subscribed to the foregoing AFFIDAVIT, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 23<sup>rd</sup> day of NOVEMBER, 1994.



[Signature]  
Notary Public

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EXHIBIT B

<u>UNIT</u>	<u>UNDIVIDED INTEREST IN THE COMMON ELEMENTS</u>
101	.061
102	.063
103	.063
104	.061
105	.062
106	.064
107	.064
108	.062
201	.062
202	.063
203	.063
204	.061
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206	.063
207	.063
208	.062

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