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Eugene "Gene" Moore Fee: \$40.00
Cook County Recorder of Deeds
Date: 03/08/2004 09:27 AM Pg: 1 of 9

**AMENDMENT TO
THE DECLARATION
FOR BALMORAL
COURT TOWN
HOMES
ASSOCIATION**

F		A
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T	(Signature)	V
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Property of Cook County Clerk's Office

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration (hereafter the "Declaration") for the Balmoral Court Town Homes Association, (hereafter the "Association"), which Declaration was recorded on August 11, 1998 as Document Number 98706506, 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 Article Eleven, Section 11.01 of the aforesaid Declaration. Article Eleven, Section 11.01 of the Declaration provides that the Declaration may be amended by an instrument in writing approved by the Unit Owners having at least 75% of the total vote. No amendment is effective until recorded.

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been subjected to the covenants contained therein; and

WHEREAS, the Board and the Owners desire to amend the Declaration in order to provide for the orderly operation of the Property; and

WHEREAS, the following Amendment has been approved by the Unit Owners having at least seventy-five percent (75%) of the total vote, as evidenced by the attached ballots and petitions; and

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

KERRY T. BARTELL, ESQ.
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 — (847) 537-0500

RECORDING FEE 40.00
DATE 3-8-04 COPIES 6
OK BY BW

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NOW, THEREFORE, the Declaration for the Balmoral Court Town Homes Association is hereby amended in accordance with the text which follows (additions are indicated by underline, and deletions are indicated by ~~strikeout~~):

1. Article Three, Section 3.08(d) of the Declaration is amended as follows:

(d) Lease of Town Home: No room or rooms in any Town Home or parts thereof may be rented or leased and no paying guests shall be quartered in any Home. ~~Nothing contained in this paragraph, however, shall be construed as preventing the renting or leasing of an entire Town Home as a single unit to a single family as permitted in Article 3.14 hereof.~~

2. Article Three, Section 3.08 of the Declaration shall be amended by adding the following as Section 3.08(g) of the Declaration:

(g) All units and owners must be in compliance with any and all occupancy restrictions enacted by the local, state or federal government.

3. Article Three, Section 3.14 of the Declaration shall be amended as following:

3.14 LEASE OF HOME: ~~Any Owner shall have the right to lease all (and not less than all) of his Home. Notwithstanding any foregoing provisions of this Declaration to the contrary, rental or leasing of Units is prohibited, except as hereinafter provided:~~

(a) Only those Units that are leased on the effective date of this Amendment may be leased until the current lease expires, unless said lease is terminated by either party thereto prior to the expiration of the lease term. At the end of said Lease, said Unit must be brought into compliance with the restrictions contained in this Section 3.14. A copy of all current leases must be on file with the Board of Managers.

(b) Any lease shall be writing and shall provide that such lease shall be subject to the terms of this Declaration and the By-laws, and that any failure of the lessee to comply with the terms of this Declaration and By-laws shall be a default under the Lease. A lessee shall be bound by the provisions hereof regardless of whether the lease specifically refers to this Declaration and By-laws.

(c) To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to a Unit Owner to lease his Unit to a specified lessee for a

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period of not less than one (1) year on such reasonable terms as the Board may establish. Such permission may be granted by the Board only upon written application by the Unit 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 Unit Owner's application for a lease or extension of a lease. The Board's decision shall be final and binding. Any lease approved by the Board shall be subject to the Declaration, By-Laws and rules and regulations governing the Association.

(d) This Section 3.14 shall not apply to the rental or leasing of units to the immediate family members of the Owner. For purposes of this Section, "immediate family members" shall include the parents, children, grandparents, grandchildren and siblings of an Owner.

(e) The Board of Directors of the Association shall have the right to lease any Association owned Units or any Unit of which the Association has possession, pursuant to any court order or the provisions of this Declaration, and said Units shall not be subject to this Amendment.

(f) Any Unit being leased out in violation of this Amendment or any Unit 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.

(g) In addition to the authority to levy fines against the Unit 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 Unit 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.

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

(i) 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.

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4. Article Five of the Declaration shall be amended by adding the following as Section 5.12 of the Declaration:

5.12 TRANSFER OF A UNIT:

(a) Sale. Any Unit Owner who wishes to sell to any person not related by blood or marriage to the Unit Owner (including the beneficiary of any Unit held in trust) shall give to the Board no less than thirty (30) days' prior written notice of the terms of any contemplated sale, together with the name and address of the proposed purchaser and its or their financial and character references. The Board, acting on behalf of the other Unit Owners, shall at all times have the first right and option to purchase such Unit Ownership upon the same terms as the proposed sale, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If the Board shall fail to take affirmative action within said thirty (30) days period, the Board shall be deemed to have waived its option hereunder. If said option is not exercised by the Board within the aforesaid option period, or if said option is properly waived, the Unit Owner may, at any time within ninety (90) days after such waiver or the expiration of said period (whichever shall first occur), contract to sell such Unit Ownership to the proposed purchaser named in such notice upon the terms specified therein, and if he fails to close said proposed sale transaction within said ninety (90) days, his Unit Ownership shall again become subject to the Board's right of first option as herein provided.

(b) Financing of Purchase by Association. The Board shall have authority to make such mortgage arrangements and other financing arrangements, and to authorize such special assessments proportionately among the respective Unit Owners, as the Board may deem desirable, in order to close and consummate the purchase or lease of a Unit, or interest therein, by the Association. However, no such financing arrangement may be secured by an encumbrance on any interest in the Property other than the Unit, or interest therein, to be purchased or leased, and the percentage interest in the Common Elements appurtenant thereto.

(c) Consent of Voting Members. The Board shall not have the right to exercise any option set forth in this Section 5.12 to purchase any Unit Ownership or interest therein without the prior written consent of a majority of the Voting Members.

(d) Title to Acquired Interest. The Association shall hold title to or lease any Unit, pursuant to the terms hereof, in the name of the Association, or a nominee thereof delegated by the Board, for the sole benefit of all Unit Owners. The Board shall have the authority at any time to sell, lease or sublease said Unit on behalf of the Association upon such

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terms as the Board shall deem desirable. All of the net proceeds or deficit from such a sale, lease or sublease shall be applied in such manner as the Board shall determine.

(e) Release or Waiver of Option. Upon the written consent of at least three-fourths (3/4ths) of the Board members, the options set forth herein may be released or waived and the Unit Ownership or interest therein which is subject to an option set forth herein may be sold, conveyed, or transferred free and clear of the provisions of this Section 5.12.

5. This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois.

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

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EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION – PREMISES

LOTS 1 AND 3 IN MAVERICK SUBDIVISION UNI NO. 6 RECORDED AS DOCUMENT 98624641 BEING A RESUBDIVISION OF LOT 2 IN LOUCHIOS' SUBDIVISION, A SUBDIVISION IN PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 02-35-200-048

Commonly known as: 3926 – 3950 Balmoral Court
Rolling Meadows, IL

LEGAL DESCRIPTION – ADDITIONAL LAND

LOT 2 IN MAVERICK SUBDIVISION UNIT NO. 6 RECORDED AS DOCUMENT NO. 98624641 BEING A RESUBDIVISION OF LOT 2 IN LOUCHIOS' SUBDIVISION, A SUBDIVISION IN PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 02-35-200-048

Commonly known as: 3938 – 3950 Balmoral Court
Rolling Meadows, IL

<u>PIN NUMBERS</u>	<u>ADDRESS</u>
02-35-200-103-0000	3936 Balmoral Court
02-35-200-104-0000	3934 Balmoral Court
02-35-200-105-0000	3932 Balmoral Court
02-35-200-106-0000	3930 Balmoral Court
02-35-200-107-0000	3928 Balmoral Court
02-35-200-108-0000	3926 Balmoral Court
02-35-200-110-0000	3950 Balmoral Court
02-35-200-111-0000	3948 Balmoral Court
02-35-200-112-0000	3946 Balmoral Court
02-35-200-113-0000	3944 Balmoral Court
02-35-200-114-0000	3942 Balmoral Court
02-35-200-115-0000	3940 Balmoral Court
02-35-200-116-0000	3938 Balmoral Court

UNOFFICIAL COPY**EXHIBIT B****CERTIFICATION AS TO UNIT OWNER APPROVAL**

I, _____, do hereby certify that I am the duly elected and qualified ~~secretary~~ ^{President} for the Balmoral Court Town Home 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 for the Balmoral Court Town Home Association was duly approved by the affirmative vote of voting members representing at least 75% of the total vote, in accordance with the provisions of Article Eleven, Section 11.1 of the Declaration.

Paul F. Muehlfelt
~~Secretary~~ President

Dated at Buffalo Grove, Illinois this

03 day of 03, 2004.

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BALMORAL COURT TOWN HOME ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration of the Balmoral Court Town Home Association, specifically regarding the leasing of units, occupancy restrictions and the right of first refusal:

I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):

Property Address:

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PETITION TO APPROVE AMENDING THE DECLARATION FOR BALMORAL COURT TOWN HOME ASSOCIATION

We, the undersigned, do hereby approve the amendment to the Declaration of the Balmoral Court Town Home Association, specifically regarding the leasing of units, occupancy restrictions and the right of first refusal, as attached hereto.

Name (Signature)	Address/ Unit No.
<i>John A. Berger</i>	3942 Balmoral Ct 02-35-200-114-0000 Rolling Meadows, 60008
<i>John F. Mahoney</i>	02-35-200-112-0000 3946 Balmoral Ct Rolling Meadows
<i>Maryann Delacorte</i>	02-35-200-104-0000 ROLLING MEADOWS IL 3934 BALMORAL CT MEADOWS 60008
<i>[Signature]</i>	02-35-200-116-0000 3938 BALMORAL CT, Rolling Meadows
<i>[Signature]</i>	02-35-200-103-0000 ROLLING MEADOWS 60008 3936 BALMORAL CT MEADOWS, 60008
<i>Paul H. Muehlfelt</i>	3932 BALMORAL CT ROLLING MEADOWS IL 02-35-200-105-0000 60008
<i>Sandra Muzzari</i>	02-35-200-106-0000 3930 BALMORAL CT, ROLLING MEADOWS, IL 60008
<i>Charlotte L. Pietta</i>	02-35-200-115-0000 3940 BALMORAL CT, R.M. - 60008
<i>Lizbeth Gubowski</i>	3926 Balmoral Ct 02-35-200-108-0000
<i>Christina Stabile</i>	3928 BALMORAL CT, R.M. (60008) 02-35-200-107-0000