

UNOFFICIAL COPY



Doc#: 0430219044
Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 10/28/2004 10:40 AM Pg: 1 of 7

F	36	A
P	<i>[Signature]</i>	P
T	2	V
I	10	

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP OF HAWTHORNE COURT CONDOMINIUMS AS AMENDED

This document is recorded for the purpose of amending the Declaration of Condominium Ownership of HAWTHORNE COURT CONDOMINIUMS (hereinafter the "Declaration") for the HAWTHORNE COURT CONDOMINIUM ASSOCIATION, (hereinafter the "Association"), which Declaration was recorded as Document No.94480138 in the Office of the Recorder of Deeds of Cook County, Illinois, and which Amended Declaration was recorded as Document No.94654415 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereinafter 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 VIII, Section 8.02, of the aforesaid Declaration. Said Section provides that this Amendment, the text of which is set forth below, shall become effective upon recording in the Office of the Recorder of Deeds of Cook County, Illinois, provided the same is signed and acknowledged by the Board of Managers of the HAWTHORNE COURT CONDOMINIUM ASSOCIATION (the "Board"), approved by at least a seventy-five percent (75%) 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 *bone fide* liens of record against any unit ownership, not less than ten days prior to the date of such affidavit.

RECITALS

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

WHEREAS, the Amendment has been approved in writing by the Board and by at least a seventy-five percent (75%) vote of the Unit Owners in compliance with Article VIII, Section 8.02 of the Amended Declaration, and due notice having been provided to all mortgagees, having *bone*

RECORDING FEE 36
DATE 10-28-04 COPIES 6
OK BY *[Signature]*

7p

UNOFFICIAL COPY

vide 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 **HAWTHORNE COURT CONDOMINIUM ASSOCIATION** is hereby amended as follows:

ARTICLE II

SCOPE OF DECLARATION AND CERTAIN PROPERTY RIGHTS

Article II, Section 2.11 is hereby deleted.

ARTICLE III

USE, OCCUPANCY AND MAINTENANCE OF THE PROPERTY

The following is added as Article III, Section 3.16.

3.16. Prohibited Use. It is the intent that the owner of each Unit shall occupy and use such Unit as a private dwelling, and for no other purpose including business purposes. Therefore, the leasing of Units to others for business, speculative, investment or other similar purposes is not permitted, as further delineated in sub-sections a through h below.

(a) Except as provided in Section 3.16, sub-sections b, c and d below, no dwelling Unit may be leased to or occupied by anyone other than the Unit owner, contract purchaser or family member of the Unit owner or contract purchaser, as these terms are defined in the Declaration and By-laws and Section 3.16, sub-section e.

(b) An Exempt Unit is defined as a dwelling Unit that is currently being leased by the Unit owner, or contract purchaser, and is occupied by someone other than the Unit owner, contract purchaser or family member of the Unit owner or contract purchaser. An Exempt Unit is not subject to Section 3.16, sub-section a until the earliest of the date that the Unit is reoccupied by the Unit owner, contract purchaser or family member of the Unit owner or contract purchaser or the Unit is sold or conveyed, by legal or equitable title, provided that the requirements set forth in Section 3.16, sub-section c are fulfilled.

(c) A dwelling Unit shall qualify as an Exempt Unit provided that the Board of Directors has been supplied a copy of the current lease on or prior to the recording of this amendment as proof that the dwelling Unit is in fact being leased on or prior to the effective date of this amendment. Any Exempt Unit that is leased on or after the effective date of this Amendment shall not be leased for a term which would extend past two years from the effective date of this amendment and shall continue

UNOFFICIAL COPY

to be subject to the Rules and Regulations promulgated by the Board of Directors regarding Rental Units.

(d) To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may grant permission to a Unit owner or contract purchaser to lease his Unit for a period of time not to exceed twelve consecutive months, provided that the Unit owner or contract purchaser has filed a written petition to lease his dwelling Unit with the Board of Directors in which he sets forth the explicit reason or reasons why he seeks permission to rent his Unit. The petition should also contain proof of extreme and unusual circumstances that preclude the Unit owner or contract purchaser from selling his dwelling Unit. Various reasons for granting a petition which the Board may consider include, but are not limited to: a short-term job transfer, adversely high mortgage interest rates or other adverse economic consideration, a short-term rental as a condition to consummating a sale of the dwelling Unit, or other good reason. However, the Board will not consider the owner's inability to sell the dwelling Unit at the optimal, most-desirable or requested asking price as a valid ground for allowing a petition. The Board of Directors, in its sole discretion, may allow or deny the petition.

(e) All terms as defined in the Declaration are incorporated by reference into this Amendment. "Family member" is defined as a parent, grandparent, spouse, child, grandchild, brother or sister of the Unit owner or contract purchaser.

(f) The Board of Directors is empowered with all legal and equitable remedies, including any procedure promulgated by the Board of Directors to enforce this Amendment. Any attorney's fees or other costs incurred by the Board of Directors to enforce this Amendment shall be paid by the Unit owner or contract purchaser in violation of this Amendment.

(g) All present and future owners or contract purchasers of a dwelling Unit shall be subject to this Amendment.

(h) This Amendment does not affect the Board's right to rent a Unit under the Forcible Entry and Detainer Act.

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
HAWTHORNE COURT CONDOMINIUM ASSOCIATION**

By: *Lisa Jett*
President

ATTEST:
Cecily L. Quinn
Secretary

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

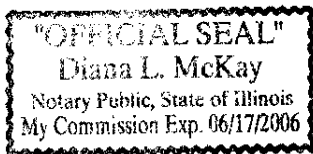
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Lynette Lake, President, and Roslyn Quinn, Secretary, respectively, of Hawthorne Court Condominium Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said Association, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25th day of Oct, 2004.



NOTARY PUBLIC

This document was prepared by Stephen W. Moore, 18141 Dixie Highway, Homewood, IL.



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

LOT 26 AND THE SOUTH ½ OF LOT 27 IN FRANK DELUGACH'S CENTRAL AVENUE GARDENS, BEING A SUBDIVISION OF THE EAST TWO-FIFTHS (E 2/5) OF THE EAST ONE-HALF (E ½) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Roslyn Quinn, the duly elected Secretary of Hawthorne Courts Condominium Association and a duly elected member of the Board of Directors of the Hawthorne Courts Condominium Association hereby affirm that due notice of the foregoing Amendment to the Declaration of Condominium Ownership has been sent by Certified Mail, Return Receipt Requested, to all Mortgagees having *bona fide* liens of record against any Unit Ownership ten days prior to the date herein.

Roslyn L. Quinn

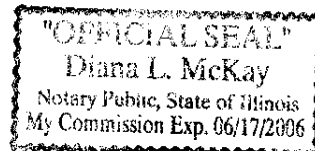
Secretary, Hawthorne Courts Condominium Association

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Roslyn Quinn, Secretary of Hawthorne Courts Condominium Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Secretary, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, and as the free and voluntary act of said Association, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2004.

Dianna L. McKay
 NOTARY PUBLIC



UNOFFICIAL COPY

EXHIBIT C

ADDRESSES AND TAX I.D. NUMBERS (All properties located in Chicago Ridge, IL 60415)

10609 S. Parkside

24-17-209-036-1001 - Unit 101
24-17-209-036-1002 - Unit 102
24-17-209-036-1003 - Unit 103
24-17-209-036-1004 - Unit 201
24-17-209-036-1005 - Unit 202
24-17-209-036-1006 - Unit 301
24-17-209-036-1007 - Unit 302

10611 S. Parkside

24-17-209-036-1008 - Unit 101
24-17-209-036-1009 - Unit 102
24-17-209-036-1010 - Unit 201
24-17-209-036-1011 - Unit 202
24-17-209-036-1012 - Unit 203
24-17-209-036-1013 - Unit 301
24-17-209-036-1014 - Unit 302
24-17-209-036-1015 - Unit 303

EXECUTIVE PROPERTY MANAGEMENT, INC.
18679 DIXIE HIGHWAY
HOMewood, IL 60430
ATTN. DIANA MCKAY