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Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 11/30/2004 02:24 PM Pg: 1 of 5

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURNED TO:

MARK D. PEARLSTEIN
HOWARD S. DAKOFF
LEVENFELD PEARLSTEIN
2 NORTH LASALLE STREET, SUITE 1300
CHICAGO, ILLINOIS 60602

(THIS SPACE FOR RECORDER'S USE ONLY)-

**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS AND PARTY WALL RIGHTS FOR
IVY COURT HOMEOWNERS' ASSOCIATION**

This Second Amendment to the Declaration of Covenants, Conditions, Restrictions, Easements and Party Wall Rights for Ivy Court Homeowners' Association (the "Declaration") made and entered into this 21 day of November, 2004, by the Board of Directors of the Ivy Court Homeowners' Association (the "Board").

W I T N E S S E T H:

The Board administers the property for the Ivy Court Homeowners' Association ("Association"), Evanston, Illinois, pursuant to the Declaration for the property legally described on Exhibit A attached hereto and made a part of this Second Amendment ("Second Amendment or Amendment"). The Declaration was recorded as Document No. 98373124 and amended by the First Amendment as Document No. 21044925.

Pursuant to Article 12 of the Declaration, the Board of Directors and the Association members desire to amend Article 10 the Declaration to prohibit leasing on a prospective basis as a regular practice of business, speculative or other purposes; but to permit leases only on hardship exceptions.

Article 12, Paragraph 12.1 of the Declaration requires that the provisions of the Declaration may be amended by an instrument in writing signed and acknowledged by seventy-five percent (75%) of the Association members and recorded with the Recorder of Deeds of Cook County, Illinois.

Paragraph 12.1 further provides that no material Amendment to the Declaration, the By-Laws or the Association's Articles of Incorporation shall be effective unless approval thereby is obtained from Eligible Mortgage Holders representing at least fifty-one percent (51%) of the Dwelling Units that are subject to the mortgages held by Eligible Mortgage Holders. "Material Amendment" is defined by Article 1.16 as:

"Any amendment to this Declaration, the By-Laws or the Association's Articles of Incorporation that would change any of the following in a manner other than as expressly provided herein: voting rights in the Association; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of the Common Area; responsibility for the maintenance

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and repair of the Common Area; allocation of interests in the Common Area, or rights to use the Common Area; boundaries of any Dwelling Unit; expansion or contraction of the Premises, or the addition, annexation or withdrawal of property from the Premises; insurance or fidelity bonds; leasing of Dwelling Units; imposition of any restrictions on an Owner's right to sell or transfer his or her Dwelling Unit; a decision by the Association to establish self-management when professional management had previously been required by an Eligible Mortgage Holder; requirements for the restoration or repair of the Premises; termination of the legal status of the Association or the Premises following substantial destruction or condemnation; or any provisions that expressly benefit holders, insurers or guarantors of mortgages secured by portions of the Premises." (Emphasis added).

"Eligible Mortgage Holder" is defined by Article 1.12 as:

"Each First Mortgagee that has requested in writing that the Association notify it of any proposed action that requires consent of a specified percentage of mortgage holders."

Pursuant to Article 12, the Second Amendment set forth below has been approved by the Board of Directors, more than seventy-five percent (75%) of the Owners whose signatures appear on Exhibit B and more than fifty-one percent (51%) of the Eligible Mortgage Holders certified by the Secretary of the Association and attached hereto as Exhibit C.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Section 10.8 shall be added as follows:

"10.8 Leasing of Dwelling Unit

- (a) In order to prevent transience and to preserve the residential character of the Association, all future Owners or contract purchasers of each Unit in the Association shall occupy and use such Unit as a private dwelling. Effective on three (3) years from the recording date of this Amendment, the leasing of Units to others as a regular practice for business, speculative or investment purposes, is not permitted; provided, however, that this Amendment shall not impair existing leases for the duration of their term.
- (b) To avoid undue hardship, the Board of Directors may grant permission to an Owner to lease his or her Unit once to a specified lessee for a period of not more than one (1) year; unless upon a showing of continuing hardship by the Owner, the Board may permit additional or renewal leases of a Unit for periods of one (1) year each.
- (c) As required by State law, Owners must deliver to the Board of Directors before the lease term or occupancy commences, a written lease or a memorandum of an oral lease for any permissible leases of the Unit not later than the date of occupancy or 10 days after the lease is signed, whichever occurs first.

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- (d) To lease a Unit under the hardship exception after the effective date of this Amendment, an Owner must submit a written application to the Board. The application must contain facts showing the hardship to justify the lease. The Board shall respond to each application within thirty (30) days by granting or denying the lease application. The Board has the sole discretion to approve all applications for hardship leases, and any decisions of the Board shall be binding upon the Owner.
- (e) If a sale, lease, devise or gift of any Unit is made by any Owner, the purchaser, lessee, devisee, or donee thereunder shall be bound by and be subject to all of the obligations of such Owner with respect to such Unit Ownership as provided in this Declaration. Any Owner making any lease subject to the terms herein, shall not be relieved thereby from any obligations under this Declaration.
- (f) 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."

2. This Amendment shall not take effect until three (3) years after the recording of this Amendment.

3. Except as expressly amended hereby, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Board undersigned, being a majority of the Board of Directors of the Ivy Court Homeowners' Association, hereby certify that the foregoing Second Amendment was adopted by the approval of more than seventy-five percent (75%) of the Membership and fifty-one percent (51%) of the Eligible Mortgage Holders, and a majority of the Board of Directors has executed this Second Amendment on behalf of such approving members and Eligible Mortgage Holders.

IVY COURT HOMEOWNERS' ASSOCIATION **ATTEST:**

By: [Signature] [Signature]
[Signature] Secretary

Signed and sworn to this
29 day of November, 2004
[Signature]
 Notary Public

H:\docs\36900\36971\Second Amendment.DOC



After recording mail to: TERRY L. APPLEBAUM
1889 ~~MAPLE~~ MAPLE Avenue (W-1)
3 Evanston, IL 60201

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EXHIBIT A

TO

DECLARATION
COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS
AND PARTY WALL RIGHTS

FOR
IVY COURT HOMEOWNERS' ASSOCIATION

THE PREMISES

LOTS 1 TO 31 BOTH INCLUSIVE, IN IVY COURT SUBDIVISION BEING A SUBDIVISION OF LOT 1 OF BROADACRE SUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NOS.:

(w-1) — 11-18-113-001-0000	11-18-113-006-8010	11-18-113-006-8021
11-18-113-003-0000	11-18-113-006-8011	11-18-113-006-8022
11-18-113-006-8001	11-18-113-006-8012	11-18-113-006-8023
11-18-113-006-8002	11-18-113-006-8013	11-18-113-006-8024
11-18-113-006-8003	11-18-113-006-8014	11-18-113-006-8025
11-18-113-006-8004	11-18-113-006-8015	11-18-113-006-8026
11-18-113-006-8005	11-18-113-006-8016	11-18-113-006-8027
11-18-113-006-8006	11-18-113-006-8017	11-18-113-006-8028
11-18-113-006-8007	11-18-113-006-8018	11-18-113-006-8029
11-18-113-006-8008	11-18-113-006-8019	11-18-113-006-8030
11-18-113-006-8009	11-18-113-006-8020	

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

EXHIBIT B

SECRETARY CERTIFICATION

TERRY L. APPELBAUM

I, Terry L. Appelbaum, being first duly sworn on oath, do hereby state that:

1. I am the duly elected, qualified and acting Secretary of Ivy Court Homeowners Association.
2. I am the keeper of the corporate records of such Association.
3. The Second Amendment herein was duly adopted by not less than seventy-five percent (75%) of the Owners.
4. On the 29 day of November, 2004, a notice of said Second Amendment was given to all "Eligible Mortgagees" whose consent was deemed granted unless objections were tendered in writing. More than fifty-one percent (51%) of the Eligible Mortgage Holders have thereafter consented to the adoption of the Second Amendment.

FURTHER AFFIANT SAYETH NOT.

Terry L. Appelbaum
Secretary
Ivy Court Homeowners Association

Signed and sworn to me before me
this 29 day of November, 2004

[Signature]
Notary Public

