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Buffalo Grove, Illinois 60089
Attn: David M. Bendoff, Esq.

**SIXTH AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS
FOR
VILLAS OF PARK RIDGE POINTE CONDOMINIUMS**

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws (hereafter the "Declaration") for Villas of Park Ridge Pointe Condominium Association (hereafter the "Association"), which Declaration was recorded on as Document No. 97379086 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 thereof.

This amendment is adopted pursuant to the provisions of Article XV, Section 15.08 of the aforesaid Declaration and Section 17 of the Illinois Condominium Property Act (the "Act"). Said provisions provide 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 executed by the President of the Association or such other officer authorized by the Board of Managers of the Association (the "Board"), and approved by unit owners having at least sixty-seven percent (67%) of the total vote at a meeting called for that purpose, and approved in writing by First Mortgagees of the individual units representing at least fifty-one percent (51%) of the total vote, 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 First Mortgagees of record against any unit ownership.

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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 Act; and

WHEREAS, the Board and the Owners desire to amend the Declaration in order to restrict occupancy of Units, and to prohibit the leasing or rental of Units with certain limited exceptions; and

WHEREAS, the amendment has been executed by the President of the Association or such other officer authorized by the Board, and approved by unit owners having at least sixty-seven percent (67%) of the total vote at a meeting called for that purpose, and approved in writing by First Mortgagees of the individual units representing at least fifty-one percent (51%) of the total vote, and due notice having been provided to all mortgagees holding liens of record against any unit ownership, all in compliance with Article XV, Section 15.08 of the Declaration and Section 17 of the Act.

NOW THEREFORE, Article VII, Section 7.01(a) of the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Villas of Park Ridge Pointe Condominium Association is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

“(a) Each Unit (or any two or more adjoining Units used together) shall be used for housing and related common purposes for which the property was designed and for no other purpose. That part of the Common Elements separating any two or more adjoining Units which are owned by the same Unit Owner may be altered or removed to afford ingress and egress to and from such adjoining Units; provided, however, that (i) such alteration or removal shall not impair or weaken the structural integrity of any Unit or any portion of the Common Elements; (ii) the Unit Owner shall furnish to the Board not less than ten (10) days prior to the date the Unit Owner desires to commence such work all plans detailing the work to be done; (iii) the Board consents to the performance of such work; (iv) the expense of such alterations shall be paid in full by the Unit Owner making such alterations; and (v) such Unit Owner shall pay in full the expense of restoring such Common Elements to their former condition prior to such alterations in the event such Units cease to be used together. Except for Units permitted to and being leased hereunder, each Unit shall be occupied by the Owner, said Owner's spouse, sibling, child, parent, grandparent, or any one or more of them; with respect to Units owned by a corporation, a partnership, or limited liability company, or if the beneficiary of a trust holding legal title to a Unit is a corporation, partnership, or limited liability company, such Unit shall be occupied by a shareholder of such corporation, partner of such partnership, member of such limited liability company, such shareholder's, partner's, or member's spouse, sibling, child, parent, grandparent, or any one or more of them.”

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NOW THEREFORE, Article VII, Section 7.01 of the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Villas of Park Ridge Pointe Condominium Association is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

"n. Rental or Leasing of a Unit

(i) Notwithstanding any provision of the Declaration to the contrary, rental or leasing of Units except as hereinafter provided in subsections (ii), (iii), and (iv) is prohibited.

(ii) 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 or rent his Unit to a specified lessee for a period of not less than six (6) consecutive months nor more than twenty-four (24) consecutive months on such other reasonable terms as the Board may establish. Such permission may be granted by the Board only upon the 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 the lease; provided, however, that in no event shall any Unit Owner be permitted to rent or lease such Unit for more than twenty-four (24) months. The Board's decision shall be final and binding.

(iii) The provisions of subsections (i) and (ii) shall not apply to the rental or leasing of a Unit to a Unit Owner's spouse, sibling, child, parent, grandparent, or to any one or more of them.

(iv) The provisions of subsections (i) and (ii) shall not apply to the rental or leasing of Units by the Association through its Board of Managers.

(v) All leases permitted by this Amendment shall be subject to the terms of the Declaration and the rules established by the Board. The provisions of the Condominium Property Act, the Declaration, By-Laws and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease. With regard to any lease, the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-Owner to comply with the leasing requirements prescribed by the Act or by the

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Declaration, By-Laws, and rules and regulations. The Board of Managers may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by a tenant of any covenants, rules, regulations or By-Laws. A Unit Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a Unit Owner under the Condominium Property Act, the condominium instruments, or rules and regulations of the Association; and such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void.

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

END OF TEXT OF AMENDMENT

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I Ed Siemens am the President of the Board of Managers of Villas of Park Ridge Pointe Condominium Association, an Illinois not-for-profit corporation and condominium established by the aforesaid Declaration, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Section 17 of the Illinois Condominium Property Act.

EXECUTED this 11 day of Nov, 2004

BY: Ed Siemens
President

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

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Suzanne Starits, state that I am the Secretary of the Board of Managers of Villas of Park Ridge Pointe Condominium Association, an Illinois not-for-profit corporation and condominium, and as such Secretary and the keeper and custodian of the books and records of said condominium, I hereby certify that the foregoing amendment was approved by Unit Owners having, in the aggregate, at least sixty-seven percent (67%) of the total vote, at a special meeting of the Unit Owners duly noticed, convened and held for that purpose on November 8, 2004 at which a quorum was present throughout, and that such approval by the Unit Owners has not been altered, modified or rescinded in any manner but remains in full force and effect.

BY: Suzanne Starits
 Secretary

DATE: November 11, 2004

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EXHIBIT A **LEGAL DESCRIPTION**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 of Park Ridge Pointe being a Resubdivision of Park Ridge Office Campus as recorded January 27, 1993 as Document No. 93070777 being a Resubdivision of Part of the East Half of the Northeast Quarter of Section 21 Township 41 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

Commonly Known As: Park Ridge Pointe
Park Ridge, Illinois 60068

Permanent Index Number: 09-21-202-073-1001
through and including: 09-21-202-073-1061