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**AMENDMENT TO  
DECLARATION  
COVENANTS,  
CONDITIONS,  
EASEMENTS AND  
RESTRICTIONS FOR  
LIBERTY SQUARE  
TOWNHOME  
ASSOCIATION**



Doc#: 0629906070 Fee: \$36.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/26/2006 11:01 AM Pg: 1 of 7

**For use by Recorder's Office only**

This Amendment to Declaration made and entered into the 11<sup>th</sup> day of October, 2006, is an amendment to that certain Declaration of Covenants, Conditions, Easements and Restrictions pursuant to the Condominium Property Act for Liberty Square Townhome Association (hereinafter referred to as "Declaration") recorded on March 9, 2004 as Document No. 0406933104.

WITNESSETH:

WHEREAS, the Board of Directors and members of Liberty Square Townhome Association (hereinafter referred to as the "Association") desire to amend the Declaration; and

WHEREAS, pursuant to Article 12, Section 12.4 of the Declaration, the Declaration may be amended by an instrument in writing signed by unit owners having at least a majority of the total votes or in the alternative, approved by owners having a majority of the total vote at a meeting called for such purpose. No Amendment shall be effective until recorded with the Cook County Recorder of Deeds.

NOW, THEREFORE, the Association hereby declares that the Declaration be and is hereby amended as follows (additions to text are shown as underlined and deletions to text are shown as a ~~strikeout~~):

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

**ROBERT B. KOGEN**  
Kovitz Shifrin Nesbit  
750 Lake Cook Road, Suite 350  
Buffalo Grove, IL 60089 – 847/537-0500

**1. Article 10 shall be amended to include the following language as follows:**

Any lease agreement between an Owner and a lessee shall be in writing and shall provide that the terms of such lease are subject in all respects to the

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provisions of this Declaration, the Articles of Incorporation, By-Laws and rules and regulations of the Association, and that failure by the lessee to comply with the terms of such documents shall be a default under the lease. To verify this, a Rider, which can be obtained from the Board, must be signed and attached to every lease and returned to the Board. Notwithstanding, no lease is to be less than thirty (30) days. ~~Other than the foregoing, there is no restriction on the right of any Owner, including Declarant or Developer, to lease any Lot it owns.~~

Leasing of Lots. Notwithstanding any foregoing provisions of this Declaration to the contrary, it is the intent of the Association that all Lots be owner occupied.

- (a) Those Lots that are leased on the effective date of this Amendment may continue to be leased until the current lease expires, unless said lease is terminated by either party thereto prior to the expiration of the lease term. A copy of all current leases must be on file with the Board of Directors. Said Lots must then be in compliance with this provision, including but not limited to, Section (b) below.
- (b) Except as provided in Paragraph (e) below, no more than twenty percent (20%) of the Lots may be leased at any given time. In the event that twenty percent (20%) of the Lots are being leased, a unit owner may be placed on a waiting list to lease the unit, which waiting list shall be maintained on a "first come, first served" basis. If an owner is granted the opportunity to lease, they must do so within four (4) months, or the next person on the waiting list will be given an opportunity.
- (c) Under no circumstances may a lease be for a period of less than one (1) year.
- (d) Under no circumstances may less than the entire unit be leased by an owner, nor may an owner lease certain rooms in a unit to a resident to the exclusion of other residents in the unit, nor may any Unit be leased for transient or hotel purposes.
- (e) 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 period of one (1) year on such reasonable terms as the Board may establish.
- (1) 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

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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.

- (2) 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.
- (3) Any lease approved by the Board shall be subject to the Declaration, By-Laws and rules and regulations governing the Association.
- (4) Any request by an Owner for an extension of the hardship waiver shall comply with the same requirements as dictated above.
- (f) This Section shall not apply to the rental or leasing of Lots to the immediate family members of the Owner, regardless of whether there is a written lease or other memorandum. "Immediate family members" shall be defined as parents, grandparents, children, grandchildren and siblings of an Owner. In addition, owners shall be permitted to have caretakers to care with a disability.
- (g) This Section shall not apply to various types of domestic assistance in which the owner also resides in the unit, including but not limited to medical care assistants, live-in maids, and nannies.
- (h) The Board of Directors of the Association shall have the right to lease any Association owned Lots or any Unit of which the Association has possession, pursuant to any court order, and said Lots shall not be subject to this Amendment.
- (i) 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.
- (j) 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

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5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

(k) 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.

(l) 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.

2. **Article II, Section 5 of Exhibit C to the Declaration shall be amended as follows:**

Section 5. Meetings. The Board shall meet at least ~~four (4)~~ **two (2)** times annually, on the first ~~Monday~~ **week** of February, ~~May, and November~~ and at such other times as the Board deems necessary. Meetings of the Board shall be open to any Lot Owner, notice of any such meeting shall be received at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice.

Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

This Amendment is executed by an instrument in writing, signed by unit owners having at least a majority of the total votes or in the alternative, approved by owners having a majority of the total vote at a meeting called for such purpose.

**UNOFFICIAL COPY****EXHIBIT A****Legal Description**

**THAT PART OF LOT 2 IN TENUTA SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 5, 2003, AS DOCUMENT NUMBER 0030305618, ALL IN COOK COUNTY, ILLINOIS.**

<b>LOT/Unit</b>	<b>Address</b>	<b>City</b>	<b>PIN NO.</b>
<b>A</b>	<b>201 Louis Street</b>	<b>Mount Prospect, IL</b>	<b>03-35-300-041-0000</b>
<b>B</b>	<b>201 Louis Street</b>	<b>Mount Prospect</b>	<b>03-35-300-042-0000</b>
<b>C</b>	<b>201 Louis Street</b>	<b>Mount Prospect</b>	<b>03-35-300-043-0000</b>
<b>D</b>	<b>201 Louis Street</b>	<b>Mount Prospect</b>	<b>03-35-300-044-0000</b>
<b>E</b>	<b>201 Louis Street</b>	<b>Mount Prospect</b>	<b>03-35-300-045-0000</b>
<b>A</b>	<b>203 Louis Street</b>	<b>Mount Prospect</b>	<b>03-35-300-046-0000</b>
<b>B</b>	<b>203 Louis Street</b>	<b>Mount Prospect</b>	<b>03-35-300-047-0000</b>
<b>C</b>	<b>203 Louis Street</b>	<b>Mount Prospect</b>	<b>03-35-300-048-0000</b>
<b>D</b>	<b>203 Louis Street</b>	<b>Mount Prospect</b>	<b>03-35-300-049-0000</b>
<b>E</b>	<b>203 Louis Street</b>	<b>Mount Prospect</b>	<b>03-35-300-050-0000</b>
<b>A</b>	<b>205 Louis Street</b>	<b>Mount Prospect</b>	<b>03-35-300-051-0000</b>
<b>B</b>	<b>205 Louis Street</b>	<b>Mount Prospect</b>	<b>03-35-300-052-0000</b>
<b>C</b>	<b>205 Louis Street</b>	<b>Mount Prospect</b>	<b>03-35-300-053-0000</b>
<b>D</b>	<b>205 Louis Street</b>	<b>Mount Prospect</b>	<b>03-35-300-054-0000</b>
<b>E</b>	<b>205 Louis Street</b>	<b>Mount Prospect</b>	<b>03-35-300-055-0000</b>
<b>A</b>	<b>207 Louis Street</b>	<b>Mount Prospect</b>	<b>03-35-300-056-0000</b>
<b>B</b>	<b>207 Louis Street</b>	<b>Mount Prospect</b>	<b>03-35-300-057-0000</b>
<b>C</b>	<b>207 Louis Street</b>	<b>Mount Prospect</b>	<b>03-35-300-058-0000</b>
<b>D</b>	<b>207 Louis Street</b>	<b>Mount Prospect</b>	<b>03-35-300-059-0000</b>
<b>E</b>	<b>207 Louis Street</b>	<b>Mount Prospect</b>	<b>03-35-300-060-0000</b>
	<b>61 E. Rand Rd (common area parcel)</b>	<b>Mount Prospect</b>	<b>03-35-300-061-0000</b>

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## APPROVAL BY THE MEMBERS OF THE BOARD OF OF LIBERTY SQUARE TOWNHOME ASSOCIATION

We, the undersigned, are the duly appointed members of the Board of Directors of Liberty Square Townhome Association, as established by the aforesaid Declaration. By our signature below, we hereby approve and consent to this Amendment for the Liberty Square Townhome Association. In witness whereof, we have signed this document and cast our vote in favor of this Amendment at a duly called meeting of the Association on OCTOBER 11, 2006.

Louie Forano

Treasurer

(Title)

Michael P. Langley

Secretary

(Title)

Maureen Carney

President

(Title)

\_\_\_\_\_

\_\_\_\_\_

(Title)

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## PETITION TO APPROVE AMENDING THE DECLARATION FOR LIBERTY SQUARE TOWNHOME ASSOCIATION

We, the undersigned, do hereby approve the amendment to the Declaration of Covenants, Conditions, Easements and Restrictions of Liberty Square Townhome Association, specifically regarding a cap on the number of Lots that may be rented to 20%:

Name (Signature)	Address	Name of Address of Mortgagee
Louie Iovane	2070 N. LOUIS	LOUIE IOVANE
Maureen Carney	2030 N. LOUIS	MAUREEN CARNEY
Martina Cab	203 E N. LOUIS	MARTINA CAB
Michael P. Langley	2011 D N. LOUIS	MICHAEL LANGLEY
Laura Morales	207 N. LOUIS	LAURA MORALES
BERNADETTE BUGADAN	207 E N. LOUIS	BERNADETTE BUGADAN
Jason Magill	203 N. LOUIS	JASON MAGILL
Ramesh Patel	201 N. LOUIS ST UNIT A	201 N LOUIS ST UNIT A
Kanchan S. Patel	201 N LOUIS ST UNIT C	201 N LOUIS ST UNIT C
Yelena Dor	207 N. LOUIS ST UNIT C	Yelena Livshitz
Rick K. Fisk	201 N. LOUIS ST. UNIT E	RICK K. FISK