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This Instrument Prepared By:

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946 S. Oak Park Avenue
Oak Park, IL 60304



Doc#: 0706539124 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
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MAIL TO:

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Oak Park, IL 60304

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR 339 HOME AVENUE CONDOMINIUM

This First Amendment to the Declaration of Condominium made and entered into this 16th day of February, 2007, by the Board of Managers of 339 Home Avenue Condominium (the "Board").

WITNESSETH:

The Board administers the Condominium property located in the Village of Oak Park, County of Cook, State of Illinois, legally described as Exhibit A attached hereto and made a part hereof;

WHEREAS, by a Declaration of Condominium (the "Declaration") recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as document number 20 240 085, the property was submitted to the provisions of the Illinois Condominium Property Act (the "Act"); and

WHEREAS, the Board and Unit Owners desire to amend the Declaration to modify the occupancy and lease provisions in order to make and determine the property to be one completely owner occupied and to prohibit the leasing of any of the units; and

WHEREAS, Article 17 of the Declaration states the provisions of the Declaration of Condominium may be amended, changed or modified, by (i) an instrument in writing setting forth such amendment, change or modification, (ii) signed and acknowledged by all the members of the Board, (iii) signed and acknowledged by at least seventy-five (75%) per cent of the Unit Owners, and (iv) contain an Affidavit by an officer of the

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Board certifying that a copy of the Amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit, not less than ten (10) days prior to the date of such Affidavit, and (v) Amendment, change or modification shall conform to the provisions of the Condominium Property Act and shall be effective upon recordation thereof; and

WHEREAS, pursuant to the Secretarial Certification attached hereto, made a part hereof, and marked as Exhibit B, the Amendment set forth below: (i) has been signed by at least seventy-five (75%) per cent of the Unit Owners, and (ii) a copy of this Amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit ownership.

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

1. Article 7 entitled "Sale, Leasing or Other Alienation" is modified by retitling Article 7 as "Sale or Other Alienation", and replacing subsection (a) of said Article 7 as follows:

"Sale or Other Alienation. (a) Any unit owner other than the Developer or the Trustee who wishes to sell his unit to any person shall give to the Board of Managers (hereinafter referred to as the "Board") no less than thirty (30) days' prior written notice of any such sale, setting forth in detail the terms of any contemplated sale, which notice shall specify the name and address of the proposed purchaser. The members of the Board and their successors in office shall have the first right and option to purchase such unit upon the same terms, which option shall be exercisable for a period of thirty (30) days after receipt of such notice. If said option is not exercised by the Board within the said thirty (30) days, the unit owner may, at the expiration of said thirty day period and at any time within sixty (60) days after the expiration of said thirty (30) day period, contract to sell such unit to the proposed purchaser named in such notice upon the terms specified therein."

2. Subsection (g) of said Article 7 shall be amended by replacing subsection (g) of Article 7 as follows:

"(g) Upon the written consent of all the members of the Board, any of the options contained in this Paragraph 7 may be released or waived and the unit which is subject to an option in this paragraph may be sold, conveyed, given or devised free and clear of the provisions of this paragraph."

3. Subsection (n) of said Article 7 shall be amended by replacing subsection (n) of Article 7 as follows:

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“(n) Units or interest therein acquired pursuant to the terms of this paragraph shall be held of record in the names of the members of the Board and their successors in office or such nominee or entity as the Board shall designate, for the use and benefit of all the unit owners in the same proportions that the Board could levy a special assessment under the terms of sub-Paragraph (m) hereof. Said units shall be sold by the Board for the benefit of the unit owners upon such price and terms as the Board shall determine. All proceeds of such sale shall be deposited in the maintenance fund and may thereafter be disbursed at such time and in such manner as the Board shall determine.”

4. Subsection (o) of Article 7 shall be amended by replacing subsection (o) of Article 7 as follows:

“(o) If a proposed lease of any unit is made by any unit owner, after compliance with and Board approval of any a hardship exception allowing the lease of a unit, as hereinafter described, a copy of the lease as and when executed shall be furnished by such unit owner to the Board, and the lessee thereunder shall be bound by and be subject to all of the obligations of such unit owner with respect to such unit as provided in this Declaration, and the lease shall expressly so provide. The unit owner making any such lease shall not be relieved thereby from any of his obligations. Upon the expiration or termination of such lease,

5. Article 10 entitled “Use and Occupancy of Units and Common Elements” shall be amended by replacing subsection (a) of Article 10 as follows:

“(a) No part of the property shall be used for other than housing and the related common purposes for which the property was designed. Each unit shall be used as a residence for a single family and for no other purpose. Additionally, except for the Special Circumstances described below, the leasing of any unit is strictly prohibited.”

Subsection (b) is hereby amended to strike all references to “For Rent” signs in that subsection and, in pursuance of the stated purpose of eliminating all leasing of units, that section is amended to prohibit “For Rent” signs in any shape, manner or form.

6. Article 10 shall be modified by adding the following new subsection numbered (a1) entitled “Hardship Exception” which shall read as follows, and which shall be inserted after subsection (a) of that Article:

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“(a1). Hardship Exception. To avoid undue hardship, the Board may grant permission to Unit Owners to lease their individually owned units, only under the Special Circumstances described below and following the affirmative vote of the Board. The term “Special Circumstances” shall be defined as one of the following:

- (i) Temporary out of town job assignment for a maximum of two (2) years;
- (ii) Military Service or reserve call up for a maximum of the assigned tour of duty;
- (iii) Undue hardship caused by illness or other similar difficulties;
- (iv) Death of an owner, but only for the time necessary to reasonable settle the affairs of the estate.

In order for the Board to consider the granting of a hardship exception pursuant to this subsection, the proposed lessor must submit to the Board a written application that sets forth the facts justifying the grant of a hardship exception and applicability of the “Special Circumstances” together with such other information concerning the proposed lessee(s), that the Board requests.

The Board shall respond to each application within thirty (30) days by granting or denying the hardship exception. The Board has the sole discretion to approve an application for a Hardship Exception, and any decisions of the Board shall be final and binding upon the party seeking the Hardship Exception. If the Board shall grant an exception, it shall not be required to grant future exceptions even if the facts and circumstances are similar or identical to the facts and circumstances for which it previously granted an exception, all in its sole discretion. The Board may for any reason or for no reason deny a request to grant an exception hereunder.

Any lease entered into in violation of this paragraph shall be null and void and the Association shall have the right to pursue an action at law or in equity in order to enforce its rights hereunder, including, without limitation, an action to cause any tenant to vacate the unit. The cost of any such action, including reasonable attorneys’ fees and costs, shall be such Owner’s personal obligation and shall become a continuing lien or charge against the unit of any such owner and which may be foreclosed in an action brought in the name of the Board as in the case of foreclosure of mortgage liens against real estate.”

7. All remaining provisions of the Declaration shall remain in full force and effect in accordance with their terms.

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IN WITNESS WHEREOF, the undersigned being all of the members of the Board have duly executed this Amendment on the day and year first above written.

BOARD OF MANAGERS OF 339 HOME AVENUE CONDOMINIUM

Leslie J. Wilson
Leslie J. Wilson

Joseph Monti
Joseph Monti

Linda B. Hunt
Linda Hunt

Phyllis H. Courtney
Phyllis H. Courtney

Mary Monti
Mary Monti

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EXHIBIT A

Lot 10 and the North 40 feet of Lot 11 in Block 1 of Central Subdivision of part of the West Half of the Southwest quarter of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County Illinois

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EXHIBIT B TO THE FIRST AMENDMENT OF CONDOMINIUM FOR 339 HOME AVENUE CONDOMINIUM

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

SECRETARY CERTIFICATION

I, Linda Hunt, being first duly sworn upon my oath, do hereby state that:

1. I am duly elected, qualified and acting Secretary of 339 Home Avenue Condominium Association.
2. I am the Keeper of the corporate records of such Association.
3. That on or about the 10th day of January, 2007, the Board of Managers made preliminary inquiry as to the Unit Owners feelings toward the prohibition of leasing units in the building. Upon a preliminary finding of the requisite number of affirmative votes, the Board authorized counsel to draft an Amendment to implement the change proposed and to submit same to the Voting Members for approval and adoption.
4. That said Amendment, after review by the Board of Managers, was submitted to the Voting Members on or about February 11, 2007, by personal delivery to the Voting Members for the purpose of indicating their approval or disapproval of said First Amendment.
5. That on or about the 16th day of February, 2007, the voting was completed with signatures obtained in favor of the First Amendment by at least seventy-five (75%) percent of the Unit Owners.
6. That on the 20th day of February, 2007, the First Amendment to Declaration of Condominium was mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than ten (10) days prior to the date of this Affidavit.

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FURTHER AFFIANT SAYETH NOT.

Linda B. Hunt

Linda Hunt, Secretary
339 Home Avenue Condominium Association

Subscribed and sworn to before me
this 4th day of March, 2007.

David M Spala
NOTARY PUBLIC



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339 S. Home Avenue, Oak Park, Illinois
Unit Number – Permanent Identification Number

Unit 1A – 16-07-316-045-1001

Unit 2A – 16-07-316-045-1002

Unit 2B – 16-07-316-045-1003

Unit 2C – 16-07-316-045-1004

Unit 2D – 16-07-316-045-1005

Unit 2E – 16-07-316-045-1006

Unit 2F – 16-07-316-045-1007

Unit 3A – 16-07-316-045-1008

Unit 3B – 16-07-316-045-1009

Unit 3C – 16-07-316-045-1010

Unit 3D – 16-07-316-045-1011

Unit 3E – 16-07-316-045-1012

Unit 3F – 16-07-316-045-1013

Unit 4A – 16-07-316-045-1014

Unit 4B – 16-07-316-045-1015

Unit 4C – 16-07-316-045-1016

Unit 4D – 16-07-316-045-1017

Unit 4E – 16-07-316-045-1018

Unit 4F – 16-07-316-045-1019