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AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE THE MOUNT GREENWOOD CONDOMINIUM ASSOCIATION



Doc#: 0800949053 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/09/2008 12:54 PM Pg: 1 of 10

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership (hereafter the "Declaration") for The Mount Greenwood Condominium Association, (hereafter the "Association"), which Declaration was recorded on July 16, 1998 as Document Number 98619343 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 hereof.

This Amendment is adopted pursuant to the provisions of Article VI Section 6.04 of the Declaration which may be amended by an instrument in writing, and approved by owners having seventy-five (75%) percent of the total vote

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been subjected to the covenants contained therein; and

WHEREAS, the Board of Directors and the Owners desire to amend the Declaration in order to provide for the orderly operation of the Property; and

WHEREAS, the following Amendment has been approved by seventy-five (75%) percent of the Unit Owners as evidenced by the attached ballots and petitions; and

WHEREAS, a copy of the Amendment has been approved by all of the Mortgagees having bona fide liens of record as evidenced by the Certification attached hereto as Exhibit B.

NOW, THEREFORE, the Declaration of Condominium Ownership for The Mount Greenwood Condominium Association is hereby amended in accordance with the text which follows (deletions are struck out, additions are underlined):

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

ROBERT B. KOGEN, ESQ.
Kovitz Shifrin Nesbit
750 Lake Cook Road
Suite 350
Buffalo Grove, IL 60089 — (847) 537-0500

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1. The Declaration is amended as follows:

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

- (a) Those Units 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 Managers. Said units 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 ten percent (10%) of the units may be leased at any given time. In the event that ten percent (10%) of the units 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. Once the lease expires, the owner may re-petition the Board for the right to re-lease the Unit. If a lease is terminated by the tenant or the owner prior to the expiration of the one (1) year period, the owner may not re-let the unit until the one (1) year period has expired, as calculated from the commencement date of the subject lease, and as required by Section (b) above. The only exception to this rule is in the event the owner petitions the Board for a hardship waiver for a new one (1) year lease pursuant to Section (e) below.
- (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.

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- (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 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 units 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 aid 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 Units or any Unit of which the Association has possession, pursuant to any court order, and said Units 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.

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(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 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. **This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County Illinois.**

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

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 12 THROUGH 17 BOTH INCLUSIVE, IN BLOCK 4 IN M. ROZENSKI'S ADDITION TO MOUNT GREENWOOD, BEING A SUBDIVISION TO THE EAST 20 ACRES OF THE SOUTH 40 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 13 OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Individual Legal Description:

Units One (1) through forty (40) of Mount Greenwood Condominium, together with an easement for parking purposes and also together with an undivided percentage of interest in the Common Elements, as delineated and set forth in the Plat of Survey attached to Mount Greenwood Declaration of Condominium.

PROPERTY ADDRESS: 3838 111th Street, Chicago, IL 60655

PIN NO: 24-14-315-043

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PERCENTAGE OF OWNERSHIP

101	6.64
102	2.51
104	2.28
106	1.55
107	6.64
108	2.51
110	2.51
201	1.95
202	2.50
203	2.00
204	2.53
205	2.72
206	1.72
207	2.72
208	2.53
209	2.00
210	2.50
211	1.95
301	1.95
302	2.50
303	2.00
304	2.53
305	2.72
306	1.72
307	2.72
308	2.53
309	2.00
310	2.50
311	1.95
401	1.95
402	2.50
403	2.00
404	2.53
405	2.72
407	2.72
408	2.53
409	2.00
410	2.50
411	<u>1.95</u>
	100%

Property of Cook County Clerk's Office

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EXHIBIT B

AFFIDAVIT OF MORTGAGEE SERVICE

I, Roy A. Witty, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of The Mount Greenwood Condominium Association, and that a copy of the foregoing Amendment was mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than 10 days prior to the date of this in accordance with Article _____, Section _____ of the Amended and Restated Declaration.

Roy A. Witty
 Secretary of The Mount Greenwood Condominium Association

Subscribed and sworn to before me
 this 1st day of September, 2006.

Rochelle Linares
 Notary Public



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PETITION TO APPROVE THE AMENDED AND RESTATED DECLARATION FOR THE MOUNT GREENWOOD CONDOMINIUM ASSOCIATION

We, the undersigned, do hereby approve the Amended and Restated Declaration of the Mount Greenwood Condominium Association, specifically regarding the leasing of units as included in the copy we received.

Name (Signature)	Address (UNIT #)	Name of Address of Mortgagee
Robert [Signature]	309	Robert Contino #309 3838 W. 111th St. 60615
[Signature]	411	John Frank 3838 W. 111th St. 60615
Reguelle A. Celton	410	Reguelle Alston 3838 W. 111th St. Unit 410
Chris Bocca	407	Rick Rocco 3838 W. 111th St
William J. Murphy	405	WILLIAM J. MURPHY 3838 W. 111TH ST. - 405
Elizabeth Schmidt	403	Elizabeth Schmidt 3838 W. 111th St 403
Allen Brown	302	ALICE T BROWN 3838 W. 111th St 302
[Signature]	310	ALICE T BROWN 3838 W. 111th St 310
[Signature]	409	John Yussman
Russell [Signature]	404	Russell [Signature]
Christine Nicholson	402	Henry & Christine Nicholson 3838 W. 111th St #402
Tim O'Connor	210	Tim O'Connor 3838 W. 111th St #210
Michael J. Gavin	306	MICHAEL J. GAVIN 3838 W. 111th St #306
Francine Bailey	304	FRANCINE BAILEY 3838 W. 111th St #304
John Angelastro	305	MR. & MRS. MICHAEL ANGLASTRO 3838 W. 111th St #305
[Signature]	208	Daniel Kobel 3838 W. 111th St #208

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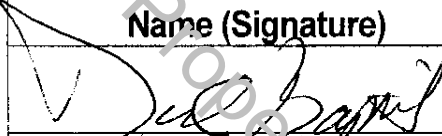
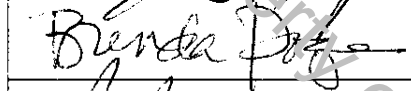
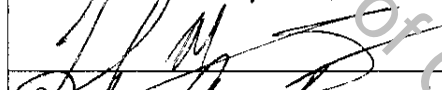

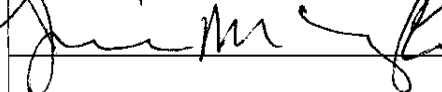
We, the undersigned, do hereby approve the Amended and Restated Declaration of the Mount Greenwood Condominium Association, specifically regarding the leasing of units as included in the copy we received.

Name (Signature)	Address UNIT #	Name of Address of Mortgagee
<i>[Signature]</i>	3835 W. 111 ST. 408	ROY A. WITTY
<i>[Signature]</i>	3835 W. 111 ST. 211	CAROL TURNER
<i>[Signature]</i>	8838 W. 111 ST. 209	TIM BALASZ
<i>[Signature]</i>	307	Thomas Williams
<i>[Signature]</i>	204	LOUIS J. GAAL
<i>[Signature]</i>	206	AGNES C. BURKE
<i>[Signature]</i>	406	AGNES C. BURKE
<i>[Signature]</i>	205	BRIAN E. WOODS
<i>[Signature]</i>	207	ANTHONY GALLARDO
<i>[Signature]</i>	308	DAN BROWNE
<i>[Signature]</i>	401	ROY CARANINI

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Name (Signature)	Address UNIT	Name of Address of Mortgagee	
	111	DAVID BAPTIST UNIT 111 3838 W. 111 TH	4.29
	106	BRENDA POGUE UNIT 106 3838 W 111TH	1.55
	105	FRANK MCGOWAN 3838 W 111 ST	4.96
	102	JOHN W. SEREDA, JR	2.51
	110	JEROME M SLISZ	2.00