



Doc#: 0820022085 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 07/18/2008 11:34 AM Pg: 1 of 8

**AMENDMENT TO
THE AMENDED
AND RESTATED
DECLARATION OF
CONDOMINIUM
OWNERSHIP AND
EASEMENTS,
RESTRICTIONS
AND COVENANTS
FOR DEPOT SQUARE
SENIOR
CONDOMINIUM
ASSOCIATION**

For Use by Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants (hereafter the "Declaration") for the Depot Square Senior Condominium Association (hereafter the "Association"), which Declaration was recorded on April 17, 1996, as Document Number 96288603 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.

WITNESSETH:

WHEREAS, the Board and Members of the Association desire to amend the Declaration; and

WHEREAS, pursuant to Article XIX, Section 6 of the Declaration, the Declaration may be amended, changed, modified or rescinded by an instrument in writing, signed and acknowledged by all the members of the Board and executed by owners having three-fourths (3/4) of the total vote and containing an affidavit of an officer of the Board stating that a copy of the Amendment has been sent by certified mail to all mortgagees having bona-fide liens of record against any Unit. Such amendment shall not be effective until recorded.

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

WHEREAS, said instrument has been executed by the Board and Owners having three-fourths (3/4ths) of the Owners, their signatures being attached hereto; and

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WHEREAS, an affidavit by an Officer of the Board is attached hereto as Exhibit "B" setting forth that a copy of the amendment, change, modification or rescission to the Declaration has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit in accordance with the Declaration;

WHEREAS, the effective date of the Amendment shall be the date of recordation.

NOW, THEREFORE, the Association hereby declares that the Declaration is hereby amended as follows (additions in text are indicated by double underline and deletions in text are indicated by ~~strike through~~):

ARTICLE IX, SECTION IV

OWNER OCCUPANTS/TENANTS-OCCUPANTS: The determination of whether a person is a Permitted Occupant shall be made without regard to the legal arrangements under which occupancy of a Dwelling Unit is established. In the case of occupancy of a Dwelling Unit by anyone who is not the Owner thereof, such occupancy shall be considered, for purposes of Declaration, to exist on the basis of a lease from the Owner (regardless of the description used by the parties themselves in defining their relationship). ~~Although the Developer, the Association and the Resale Entity expect that the Property will be principally occupied by persons who own their respective Dwelling Units, occupancy of Dwelling Units by tenants is considered to be consistent with the objective stated in Section 1 of this Article IX only where the tenant has leased the Dwelling Unit from the Resale Entity or the Developer. The tenant must qualify as a Permitted Occupant.~~

Leasing of Units: Notwithstanding any foregoing provisions of this Declaration to the contrary, the leasing of units in the Association is prohibited. Only those Owners leasing as of the effective date of this Amendment may continue to lease for the remainder of the current lease. Once the current lease expires, the unit may no longer be leased.

(a) The term "leasing of units" includes a transaction wherein the title holder of a unit, who does not reside therein, permits its occupancy by persons not on title regardless of whether a formal written lease exists or if consideration is paid therefore. Additionally, the term "leasing of units" shall include any transaction wherein possession of a unit is provided prior to transfer of title.

(b) The provisions of the Declaration, By-Laws and Rules and Regulations (the "Governing Documents") 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. In the event an Owner or Tenant violates any provision set forth herein or in the Governing Documents, said Owner or Tenant may be subject to a flat or daily

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fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

(c) In addition to the authority to levy fines against the 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 Owner or their tenant or both, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

(d) Any action brought on behalf of the Association or the Board of Managers or both to enforce this Amendment shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(e) All unpaid charges including legal fees 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.

(f) This Amendment shall not prohibit the Board from leasing any unit owned by the Association or any unit which the Association has been issued an Order of Possession by the Circuit Court of Cook County.

(g) Even under those circumstances wherein leasing is permitted, leasing less than the entire unit is prohibited.

(h) All Leases are subject to the Covenants, Conditions, Restrictions and Rules of the Association. The Owner shall be held responsible for any violations thereof.

(i) To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to an Owner to lease his Dwelling Unit to a specified lessee for a period of not more than one (1) year on such reasonable terms as the Board may establish. Such permission may be granted by the Board only upon written application by the Owner to the Board giving the reasons the Owner wishes to be considered for a hardship. The Board shall have ten (10) days from receiving the hardship application to approve or disapprove the application. The Board has sole and complete discretion to approve or disapprove any Owner's application for a lease. The Board's decision shall be final and binding. Any lease approved by the Board shall be in writing and subject to the Declaration, By-Laws and rules and regulations governing the Association.

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

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

APPROVED THIS 10th DAY OF June, 2008.

<u>Rei Jan Reidl</u>	<u>John E Dawson</u>
<u>John J Pelton</u>	<u>Robert J. Byers</u>
<u>Opune Heller</u>	

Being the Board of Directors of the Depot Square Senior Condominium Association

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UNOFFICIAL COPY**Exhibit "A"****Depot Square Senior Condominium Association**

Legal: Lots 3 & 4 in Pontarelli's Depot Square Resubdivision in Glenview, being a Resubdivision in that part of the Northwest quarter of Section 35, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

Unit	% Interest	Pin	Commonly known as (for informational purposes only)
101	1.31	04-35-106-036-1001	1220 DEPOT ST #101 GLENVIEW, IL 60025
102	1.44	04-35-106-036-1002	1220 DEPOT ST #102 GLENVIEW, IL 60025
103	1.87	04-35-106-036-1003	1220 DEPOT ST #103 GLENVIEW, IL 60025
104	1.87	04-35-106-036-1004	1220 DEPOT ST #104 GLENVIEW, IL 60025
105	1.99	04-35-106-036-1005	1220 DEPOT ST #105 GLENVIEW, IL 60025
106	1.49	04-35-106-036-1006	1220 DEPOT ST #106 GLENVIEW, IL 60025
109	1.09	04-35-106-036-1007	1220 DEPOT ST #109 GLENVIEW, IL 60025
110	1.87	04-35-106-036-1008	1220 DEPOT ST #110 GLENVIEW, IL 60025
111	1.87	04-35-106-036-1009	1220 DEPOT ST #111 GLENVIEW, IL 60025
112	1.49	04-35-106-036-1010	1220 DEPOT ST #112 GLENVIEW, IL 60025
113	1.31	04-35-106-036-1011	1220 DEPOT ST #113 GLENVIEW, IL 60025
114	1.31	04-35-106-036-1012	1220 DEPOT ST #114 GLENVIEW, IL 60025
115	2.14	04-35-106-036-1013	1220 DEPOT ST #115 GLENVIEW, IL 60025
116	1.26	04-35-106-036-1014	1220 DEPOT ST #116 GLENVIEW, IL 60025
201	2.03	04-35-106-036-1015	1220 DEPOT ST #201 GLENVIEW, IL 60025
202	1.55	04-35-106-036-1016	1220 DEPOT ST #202 GLENVIEW, IL 60025
203	1.87	04-35-106-036-1017	1220 DEPOT ST #203 GLENVIEW, IL 60025
204	1.87	04-35-106-036-1018	1220 DEPOT ST #204 GLENVIEW, IL 60025
205	1.99	04-35-106-036-1019	1220 DEPOT ST #205 GLENVIEW, IL 60025
206	1.49	04-35-106-036-1020	1220 DEPOT ST #206 GLENVIEW, IL 60025
207	1.31	04-35-106-036-1021	1220 DEPOT ST #207 GLENVIEW, IL 60025
208	1.31	04-35-106-036-1022	1220 DEPOT ST #208 GLENVIEW, IL 60025
209	1.13	04-35-106-036-1023	1220 DEPOT ST #209 GLENVIEW, IL 60025
210	1.87	04-35-106-036-1024	1220 DEPOT ST #210 GLENVIEW, IL 60025
211	1.87	04-35-106-036-1025	1220 DEPOT ST #211 GLENVIEW, IL 60025
212	1.49	04-35-106-036-1026	1220 DEPOT ST #212 GLENVIEW, IL 60025
213	1.31	04-35-106-036-1027	1220 DEPOT ST #213 GLENVIEW, IL 60025
214	1.31	04-35-106-036-1028	1220 DEPOT ST #214 GLENVIEW, IL 60025
215	2.14	04-35-106-036-1029	1220 DEPOT ST #215 GLENVIEW, IL 60025
216	1.26	04-35-106-036-1030	1220 DEPOT ST #216 GLENVIEW, IL 60025
301	2.03	04-35-106-036-1031	1220 DEPOT ST #301 GLENVIEW, IL 60025
302	1.55	04-35-106-036-1032	1220 DEPOT ST #302 GLENVIEW, IL 60025
303	1.87	04-35-106-036-1033	1220 DEPOT ST #303 GLENVIEW, IL 60025
304	1.87	04-35-106-036-1034	1220 DEPOT ST #304 GLENVIEW, IL 60025
305	1.99	04-35-106-036-1035	1220 DEPOT ST #305 GLENVIEW, IL 60025
306	1.49	04-35-106-036-1036	1220 DEPOT ST #306 GLENVIEW, IL 60025
307	1.31	04-35-106-036-1037	1220 DEPOT ST #307 GLENVIEW, IL 60025
308	1.31	04-35-106-036-1038	1220 DEPOT ST #308 GLENVIEW, IL 60025
309	1.13	04-35-106-036-1039	1220 DEPOT ST #309 GLENVIEW, IL 60025
310	1.87	04-35-106-036-1040	1220 DEPOT ST #310 GLENVIEW, IL 60025
311	1.87	04-35-106-036-1041	1220 DEPOT ST #311 GLENVIEW, IL 60025
312	1.49	04-35-106-036-1042	1220 DEPOT ST #312 GLENVIEW, IL 60025
313	1.31	04-35-106-036-1043	1220 DEPOT ST #313 GLENVIEW, IL 60025
314	1.31	04-35-106-036-1044	1220 DEPOT ST #314 GLENVIEW, IL 60025

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Unit	% Interest	Pin	Commonly known as (for informational purposes only)
315	2.14	04-35-106-036-1045	1220 DEPOT ST #315 GLENVIEW, IL 60025
316	1.26	04-35-106-036-1046	1220 DEPOT ST #316 GLENVIEW, IL 60025
401	2.03	04-35-106-036-1047	1220 DEPOT ST #401 GLENVIEW, IL 60025
402	1.73	04-35-106-036-1048	1220 DEPOT ST #402 GLENVIEW, IL 60025
403	1.87	04-35-106-036-1049	1220 DEPOT ST #403 GLENVIEW, IL 60025
404	1.87	04-35-106-036-1050	1220 DEPOT ST #404 GLENVIEW, IL 60025
405	1.99	04-35-106-036-1051	1220 DEPOT ST #405 GLENVIEW, IL 60025
406	1.49	04-35-106-036-1052	1220 DEPOT ST #406 GLENVIEW, IL 60025
407	1.49	04-35-106-036-1053	1220 DEPOT ST #407 GLENVIEW, IL 60025
408	1.31	04-35-106-036-1054	1220 DEPOT ST #408 GLENVIEW, IL 60025
409	1.15	04-35-106-036-1055	1220 DEPOT ST #409 GLENVIEW, IL 60025
410	1.87	04-35-106-036-1056	1220 DEPOT ST #410 GLENVIEW, IL 60025
411	1.87	04-35-106-036-1057	1220 DEPOT ST #411 GLENVIEW, IL 60025
412	1.49	04-35-106-036-1058	1220 DEPOT ST #412 GLENVIEW, IL 60025
413	1.31	04-35-106-036-1059	1220 DEPOT ST #413 GLENVIEW, IL 60025
414	1.31	04-35-106-036-1060	1220 DEPOT ST #414 GLENVIEW, IL 60025
415	2.14	04-35-106-036-1061	1220 DEPOT ST #415 GLENVIEW, IL 60025
416	1.26	04-35-106-036-1062	1220 DEPOT ST #416 GLENVIEW, IL 60025

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EXHIBIT B

CERTIFICATION AS TO UNIT OWNER APPROVAL

I, Robert L. Beyer, do hereby certify that I am the duly elected and qualified secretary for the Depot Square Senior Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

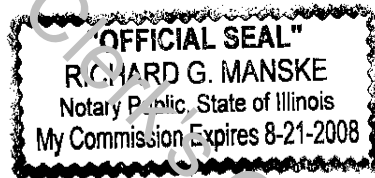
I further certify that the attached Amendment to the Declaration for the Depot Square Senior Condominium Association, was duly approved by three-fourths (3/4) of the owners, in accordance with the provisions of Article XIX, Section 6 of the Declaration.

Robert L. Beyer
Secretary

Subscribed and Sworn to before me
this 6 day of July, 2008.

Richard G. Manske
Notary Public

My Commission Expires: 8/21/08



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EXHIBIT C

AFFIDAVIT AS TO MORTGAGEE NOTIFICATION

I, Robert L. Beyor, do hereby certify that I am the duly elected and qualified Secretary for the Depot Square Senior Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the Depot Square Senior Condominium Association was mailed to all mortgagees having bona fide liens of records, no less than ten (10) days prior to the date of this affidavit.

Robert L. Beyor
Secretary

Subscribed and sworn to before me
this 6 day of July, 2008.

Richard G. Manske
Notary Public

My Commission Expires: 8/21/08

