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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
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**AMENDMENT TO
DECLARATION FOR THE
PONDS AT SUNSET RIDGE, A
GATED CONDOMINIUM
COMMUNITY**

For Use by Recorder's Office Only

This document is recorded for the purpose of amending the Declaration for the Ponds at Sunset Ridge, a Gated Condominium Community (hereafter the "Declaration") for the Ponds at Sunset Ridge, (hereafter the "Association"), which Declaration was recorded on October 20, 1999, as Document Number 99986634 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 Ten, Section 10.02 of the aforesaid Declaration. Said section provides that the Declaration may be amended, modified, enlarged or otherwise changed in whole or in part by an instrument executed by Owners representing at least seventy-five percent (75%) of the Undivided Interests. Further, such Amendment must be approved by first mortgagees that represent fifty-one percent (51%) of the Units subject to a mortgage. No amendment is effective until recorded.

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

**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

WHEREAS, the Board 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 Owners representing at

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least seventy-five percent (75%) of the Undivided Interests, which approvals are attached hereto; and

WHEREAS, a copy of the Amendment has been approved by mortgagees having fifty-one percent (51%) of bona-fide liens.

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

1. Article Eleven, Section 11.08 of the Declaration is amended as follows:

~~11.08 LEASES: In the event a Unit Owner leases a Unit owned by him, a copy of the executed lease and a copy of any sublease or assignment or lease, as and when executed, shall be furnished by such lessor, sub-lessor, or assignor to the Association, and the lessee, sub-lessee, or assignee thereunder shall be bound by and be subject to all of the obligations of the owner with respect to such Unit as provided in this Declaration, and the lease, sublease, or assignment shall not be relieved thereby from any of his obligations hereunder.~~

(a) Notwithstanding any foregoing provisions of this Declaration to the contrary, in order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Owners to reside on the premises. As of the effective date of this Amendment, only those Unit Owners that have occupied their Unit for at least two (2) years shall have the right to lease their Units. The Board shall determine whether the Owner has occupied the Unit for at least two (2) years. The Board's determination shall be binding and final. If an Owner has the right to lease, the term shall be for at least one (1) year.

(b) This restriction shall not apply to the leasing of a Unit to a blood relative. A blood relative shall be defined as parent(s), brother(s) and/or sister(s) and adult children. The Board reserves the right to request proof of the relationship. The Board's decision as to the proof of relationship shall be final and binding.

(c) Hardship: No Owner(s) other than as stated above, shall be permitted to lease their Residential Unit unless a written request is submitted to the Board, setting forth a hardship to the Owner. Hardship may include, but shall not be limited to: (a) illness of the Residential Owner or of a member of the Owner's blood relatives (as defined above); (b) the Residential Owner's loss of employment or job relocation; and (c) the death of the Residential Owner. If a hardship, as determined by the Board exists, the Owner may apply for a hardship waiver of the leasing restrictions set forth herein in the following manner:

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- (i) The Owner must submit to a request in writing to the Board requesting a twelve (12) month hardship waiver of this paragraph, setting forth the reasons why they are entitled to same.
- (ii) If, based on the data supplied to the Board by the Owner, the Board finds that a reasonable hardship exists, the Board may grant a waiver. Any lease entered into shall be in writing and for a period of at least twelve (12) months. The lease must also contain a provision that failure by the tenant or the Owner to abide by the Rules and Regulations of the Association may, in the discretion of the Board, result in termination of the lease by the Board. All decisions of the Board shall be final.
- (iii) In the event an Owner has been granted hardship status, they must re-apply within thirty (30) days prior to the expiration of each hardship period if they wish to request an extension.
- (d) The effective date of this Amendment shall be deemed to be the date of recording with the Office of the Recorder of Deeds of Cook County.
- (e) The Board shall have the authority to adopt rules and regulations to govern the leasing of units.
- (f) Any Unit being leased out in violation of this Amendment or any Owner found to be in violation of the Rules and Regulations adopted by the Board may be subject to a flat or daily fine to be determined by the Board upon notice and an opportunity to be heard.
- (g) 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 and/or tenant, under 735 ILCS 5/9 et. seq., an action for injunctive and other equitable relief, or an action at law for damages.
- (h) To the extent there is a dispute with regard to this leasing policy the Board's decision shall be final and binding.
- (i) Any action brought on behalf of the Association and/or the Board 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.
- (j) 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.

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(k) The Board of the Association shall have the right to lease any unit which the Association has possession pursuant to any court order, and said units shall not be subject to this Amendment.

(l) The Board of the Association shall have the right to lease any Association owned units and said units shall be subject to the provisions of this Amendment.

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

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION and PERCENTAGE OF INTEREST

The Ponds at Sunset Ridge, a Gated Condominium Community as delineated on a survey of part of the South East $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14, Township 42 North, Range 12 described as follows: Beginning at a point of intersection of the West line of South East $\frac{1}{4}$ of Section 14 with middle line of the South $\frac{1}{2}$ of the South East $\frac{1}{4}$ of Section 14 and running thence South along said West line of the South East $\frac{1}{4}$ of Section 14, 187.41 feet; thence South 80 degrees 02 minutes West 420.70 feet to center line of Waukegan Road (Timber Road); thence North 30 degrees 46 $\frac{1}{2}$ minutes West 197.46 feet along center line of said road to a point which is North 30 degrees 46 $\frac{1}{2}$ minutes West 662.29 feet from intersection of South line said Section with center line of said road; thence North 80 degrees 01 minutes East 523.28 feet to place of beginning all in Cook County, Illinois; which survey is attached as Exhibit "B" to this Declaration.

Property Address: 2365 N. Waukegan Road, Northbrook, IL

Unit No.	PIN Number	Percentage of Interest
1A	04-14-301-006-1001	8.40
1B	04-14-301-006-1002	8.46
1C	04-14-301-006-1003	7.83
1D	04-14-301-006-1004	8.32
2A	04-14-301-006-1005	8.43
2B	04-14-301-006-1006	9.17
2C	04-14-301-006-1007	7.13
2D	04-14-301-006-1008	8.38
3A & 3B	04-14-301-006-1009 and 04-14-301-006-1010	16.78
3C	04-14-301-006-1011	7.83
3D	04-14-301-006-1012	8.77
	TOTAL	100%

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PETITION TO APPROVE AMENDING THE DECLARATION FOR THE PONDS AT SUNSET RIDGE, A GATED CONDOMINIUM COMMUNITY

We, the undersigned, do hereby approve the amendment to the Declaration for the Ponds at Sunset Ridge, a Gated Condominium Community, specifically regarding leasing restrictions, as attached hereto.

Name (Signature)	Address	Name and Address of Mortgagee
<i>Karen E. Paulson</i>	6365 WAUKEGAN NORTHBROOK, IL UNIT 2B	*
<i>Tommy Ben</i>	2365 WAUKEGAN NORTHBROOK, IL UNIT 3C	
<i>Latherine Reisinger</i>	2365 WAUKEGAN RD 1C NORTHBROOK, IL 60062	
<i>Michael Busulca</i>	# D	
<i>Genelia Kalozny</i>	1A	
<i>Paul Kalpak</i>	381 & 3B	
<i>Kon san ant</i>	# 1D	
<i>Promote Tracy</i>	"	
	"	
	"	
	"	
	"	

* ATTACHED BANK OF AMERICA