



Doc#: 0905029052 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 02/19/2009 12:18 PM Pg: 1 of 14

**SECOND
AMENDMENT TO
DECLARATION OF
CONDOMINIUM
OWNERSHIP AND
BYLAWS,
EASEMENTS,
RESTRICTIONS AND
COVENANTS FOR
7051 RENAISSANCE
CONDOMINIUM**

For Use by Recorder's Office Only

This Amendment is made and entered into the 18th day of December, 2008, as an amendment to that certain Declaration of Condominium Ownership and Bylaws, Easements, Restrictions and Covenants for 7051 Renaissance Condominium.

WITNESSETH:

WHEREAS, the Declaration of Condominium Ownership and Bylaws, Easements, Restrictions and Covenants for 7051 Renaissance Condominium was recorded in the Office of the Recorder of Deeds of Cook County as Document No. 98086461 ("Declaration"), and

WHEREAS, the 7051 Renaissance Condominium Association (hereinafter referred to as "Association") is the assignee of the developer's rights as set forth and described in the Declaration; and

WHEREAS, pursuant to Article XIX, Paragraph 6 of the Declaration, the Declaration may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledge by all of the Members of the Board, at least three-fourths (3/4) of the Unit Owners, and containing an affidavit by an officer of the 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 records against any unit, not less than ten (10) days prior to the date of such affidavit; and

WHEREAS, said instrument has been approved by all of the Members of the Board and at least three-fourths (3/4) of the Unit Owners; and

This document prepared by and after recording to be returned to:
Pamela J. Park
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089
(847) 537-0500

WHEREAS, an officer of the Association has attested to said Unit Owner approval by execution of Exhibit B attached hereto and made a part hereof.

WHEREAS, an affidavit is attached hereto as Exhibit C certifying that all Mortgagees have been notified by certified mail of this Amendment.

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NOW, THEREFORE, the Association hereby declares that the Declaration be and is hereby amended accordance with the text which follows (**deletions are struck out, additions are underlined**):

1. Article IX, Paragraph 1 of the Declaration is hereby deleted in its entirety and replaced with the following:

1. Leasing of Units.

(a) In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Unit Owners to reside on the premises. Following the effective date of this Amendment and subject to the provisions contained herein, owners shall be prohibited from leasing a unit.

(b) Any Unit Owner as of the effective date of this Amendment shall be "grandfathered" and allowed to lease their unit until the sale or transfer of ownership of the unit. At that time, the new Owner(s) shall be immediately subject to the lease restrictions contained herein.

(c) A Unit Owner may apply for a one year hardship waiver in the following manner:

(i) The Unit Owner must submit a request in writing to the Board of Directors requesting a one year hardship waiver of the lease restriction setting forth the reasons why they are entitled to same.

(ii) If, based on the data supplied to the Board of Directors by the Unit Owner, the Board finds in its sole discretion that a reasonable hardship exists, the Board may grant a one year waiver. Any lease entered into shall be in writing and for a period of one year. The lease must also contain a provision that failure by the tenant or the Unit Owner to abide by the Rules and Regulations of the Association may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors. All decisions of the Board shall be final.

(iii) Copies of all leases must be submitted to the Board within ten (10) days after execution and prior to occupancy.

(iv) All tenants shall acknowledge in writing that they have received copies of the rules and regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors.

(v) In the event an Owner has been granted hardship status, they must re-apply within thirty (30) days of the expiration of each hardship period if they wish to request an extension.

(d) The effective date of this Amendment is the date of recording with the office of the Recorder of Deeds of Cook County.

(e) 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 of Directors

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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.

(f) 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 their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

(g) Any action brought on behalf of the Association and/or the Board of Directors 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.

(h) 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.

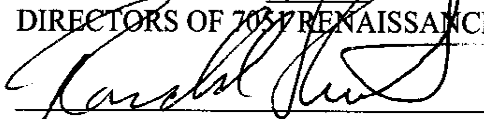
(i) This Amendment shall not prohibit the Board from leasing any Unit owned by the Association or any Unit which the Association has been issued an Order of Possession by the Circuit Court of Cook County.

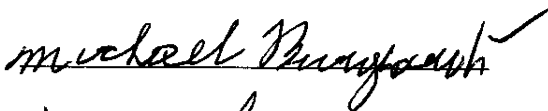
2. The following shall be added to Article V, Paragraph 1:

At the time of the sale of each Unit is closed, including resales, the new Unit Owner (the purchaser) shall pay to the Association an amount equal to three (3) times the full monthly assessment for such Unit.

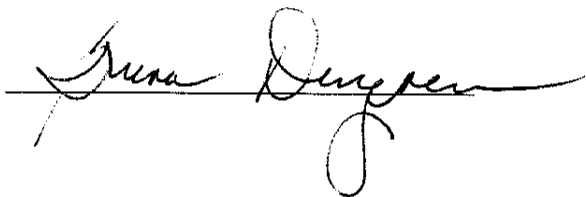
3. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

APPROVED THIS 18th DAY OF December, 2008 BY THE BOARD OF DIRECTORS OF 7037 RENAISSANCE CONDOMINIUM ASSOCIATION:









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EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF LOT 1 IN PONTARELLI'S RENAISSANCE SUBDIVISION BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 31, 1996 AS DOCUMENT NUMBER 96983057, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF TOUHY AVENUE; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID RIGHT OF WAY, 383.61 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 439.73 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES, 00 MINUTES 00 SECONDS EAST, 112.33 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 273.17 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 112.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 273.17 FEET TO THE POINT OF BEGINNING IN COOK COUNTY ILLINOIS.

Comprising the following Units, all at 7051 West Touhy Avenue, Niles, Illinois 60714:

Unit	PIN	Percentage of Ownership	Unit	PIN	Percentage of Ownership
201	10-31-100-014-1001	2.600	406	10-31-100-014-1026	2.500
202	10-31-100-014-1002	1.907	407	10-31-100-014-1027	1.461
203	10-31-100-014-1003	2.097	408	10-31-100-014-1028	2.023
204	10-31-100-014-1004	2.087	409	10-31-100-014-1029	2.055
205	10-31-100-014-1005	1.588	410	10-31-100-014-1030	1.525
206	10-31-100-014-1006	2.490	501	10-31-100-014-1031	2.600
207	10-31-100-014-1007	1.440	502	10-31-100-014-1032	1.961
208	10-31-100-014-1008	2.090	503	10-31-100-014-1033	2.045
209	10-31-100-014-1009	2.100	504	10-31-100-014-1034	2.014
210	10-31-100-014-1010	1.482	505	10-31-100-014-1035	1.674
301	10-31-100-014-1011	2.610	506	10-31-100-014-1036	2.510
302	10-31-100-014-1012	1.938	507	10-31-100-014-1037	1.473
303	10-31-100-014-1013	2.023	508	10-31-100-014-1038	2.035
304	10-31-100-014-1014	1.991	509	10-31-100-014-1039	2.067
305	10-31-100-014-1015	1.652	510	10-31-100-014-1040	1.536
306	10-31-100-014-1016	2.500	601	10-31-100-014-1041	2.650
307	10-31-100-014-1017	1.451	602	10-31-100-014-1042	1.971
308	10-31-100-014-1018	2.012	603	10-31-100-014-1043	2.067
309	10-31-100-014-1019	2.044	604	10-31-100-014-1044	2.045
310	10-31-100-014-1020	1.514	605	10-31-100-014-1045	1.643
401	10-31-100-014-1021	2.600	606	10-31-100-014-1046	2.590
402	10-31-100-014-1022	1.949	607	10-31-100-014-1047	1.505
403	10-31-100-014-1023	2.034	608	10-31-100-014-1048	2.590
404	10-31-100-014-1024	2.002	609	10-31-100-014-1049	2.060
405	10-31-100-014-1025	1.652	610	10-31-100-014-1050	1.547

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EXHIBIT B

CERTIFICATION AS TO UNIT OWNER APPROVAL

I, DOTTIE PINTO, do hereby certify that I am the duly elected and qualified secretary for the 7051 Renaissance 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 7051 Renaissance Condominium Association, was duly approved by three-fourths (3/4) of the Unit Owners of the owners, in accordance with the provisions of Article XIX, Paragraph 6 of the Declaration.

Dotie Pinto
Secretary

Dated at NILES, Illinois this

18th day of DECEMBER, 2006.

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EXHIBIT C

AFFIDAVIT AS TO MORTGAGEE NOTIFICATION

I, Dottie Pinto, do hereby certify that I am the duly elected and qualified Secretary for the 7051 Renaissance 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 7051 Renaissance 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.

Dottie Pinto
Secretary

Dated at Hiles, Illinois this

31st day of January, 2009.

UNOFFICIAL COPY**PETITION TO APPROVE AMENDING THE DECLARATION
FOR THE 7051 RENAISSANCE CONDOMINIUM ASSOCIATION**

We, the undersigned, do hereby approve the amendment to the Declaration for the 7051 Renaissance Condominium Association, specifically regarding leasing and payment by new owners.

Printed Name & Signature	Address & Unit Number	Name and Address of Mortgagee, if any ***
<u><i>Ronald Stewart</i></u> (signature) RONALD STEWART (print name)	7051 Touhy Niles, IL Unit: <u>209</u>	Loan No.
<u><i>Eraine R. Carr</i></u> (signature) ERAIN E R. CARR (print name)	7051 Touhy Niles, IL Unit: <u>204</u>	NO MTC Loan No.
_____ (signature) _____ (print name)	7051 Touhy Niles, IL Unit: <u>201</u>	Loan No.
<u><i>Dolores Hanc</i></u> (signature) Dolores HANC (print name)	7051 Touhy Niles, IL Unit: <u>202</u>	Loan No.
<u><i>Jeanne Rebotich</i></u> (signature) JEANNE REBOTICH (print name)	7051 Touhy Niles, IL Unit: <u>203</u>	Loan No.
<u><i>Waltraut Dorn</i></u> (signature) WALTRAUT DORN (print name)	7051 Touhy Niles, IL Unit: <u>205</u>	Loan No.
<u><i>Michael L. Lantz</i></u> (signature) Michael L. Lantz (print name)	7051 Touhy Niles, IL Unit: <u>206</u>	Loan No.

***This information is required in order to obtain the approval of mortgages for this amendment pursuant to the terms of the Association's Declaration.

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PETITION TO APPROVE AMENDING THE DECLARATION FOR THE 7051 RENAISSANCE CONDOMINIUM ASSOCIATION

We, the undersigned, do hereby approve the amendment to the Declaration for the 7051 Renaissance Condominium Association, specifically regarding leasing and payment by new owners.

Printed Name & Signature	Address & Unit Number	Name and Address of Mortgagee, if any ***
(signature) Joseph D. ... (print name)	7051 Touhy Niles, IL Unit: <u>207</u>	Loan No.
(signature) John P. Nordhaus (print name)	7051 Touhy Niles, IL Unit: <u>208</u>	Loan No.
(signature) ANTON DAMOURIS (print name)	7051 Touhy Niles, IL Unit: <u>209</u>	Loan No.
_____ (signature) _____ (print name)	7051 Touhy Niles, IL Unit: _____	Loan No.
_____ (signature) _____ (print name)	7051 Touhy Niles, IL Unit: _____	Loan No.
_____ (signature) _____ (print name)	7051 Touhy Niles, IL Unit: _____	Loan No.
_____ (signature) _____ (print name)	7051 Touhy Niles, IL Unit: _____	Loan No.

***This information is required in order to obtain the approval of mortgages for this amendment pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY**PETITION TO APPROVE AMENDING THE DECLARATION
FOR THE 7051 RENAISSANCE CONDOMINIUM ASSOCIATION**

We, the undersigned, do hereby approve the amendment to the Declaration for the 7051 Renaissance Condominium Association, specifically regarding leasing and payment by new owners.

Printed Name & Signature	Address & Unit Number	Name and Address of Mortgagee, if any ***
<u>Alan Losacco</u> (signature) HELEN LOSACCO (print name)	7051 Touhy Niles, IL Unit: <u>303</u>	— Loan No.
<u>Jude Killikelly</u> (signature) JUDE KILLIKELLY (print name)	7051 Touhy Niles, IL Unit: <u>301</u>	 Loan No.
<u>Joseph Martin</u> (signature) JOSEF MARTIN (print name)	7051 Touhy Niles, IL Unit: <u>310</u>	 Loan No.
<u>Laurayne Marshall</u> (signature) LAURAYNE MARSHALL (print name)	7051 Touhy Niles, IL Unit: <u>309</u>	 Loan No.
<u>Juniper L</u> (signature) Jungsoo Lim (print name)	7051 Touhy Niles, IL Unit: <u>304</u>	 Loan No.
<u>John E. Cook</u> (signature) JOHN E. COOK (print name)	7051 Touhy Niles, IL Unit: <u>308</u>	 Loan No.
<u>Andy Wodarski</u> (signature) Andy Wodarski (print name)	7051 Touhy Niles, IL Unit: <u>302</u>	 Loan No.

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PETITION TO APPROVE AMENDING THE DECLARATION FOR THE 7051 RENAISSANCE CONDOMINIUM ASSOCIATION

We, the undersigned, do hereby approve the amendment to the Declaration for the 7051 Renaissance Condominium Association, specifically regarding leasing and payment by new owners.

Printed Name & Signature	Address & Unit Number	Name and Address of Mortgagee, if any ***
<u>Mary Norton</u> (signature) <u>MARY NORTON</u> (print name)	7051 Touhy Niles, IL Unit: <u>403</u>	Loan No. <u>N/A</u>
<u>Mary Karut</u> (signature) <u>MARY KARUT</u> (print name)	7051 Touhy Niles, IL Unit: <u>407</u>	Loan No. <u>-</u>
<u>George Boesen</u> (signature) <u>GEORGE BOESEN</u> (print name)	7051 Touhy Niles, IL Unit: <u>406</u>	Loan No.
<u>Harold Packer</u> (signature) <u>HAROLD PACKER</u> (print name)	7051 Touhy Niles, IL Unit: <u>404</u>	Loan No.
<u>M.A. Giampietra</u> (signature) <u>GIAMPIETRA</u> (print name)	7051 Touhy Niles, IL Unit: <u>402</u>	Loan No.
<u>Sophie Dembek</u> (signature) <u>SOPHIE DEMBEK</u> (print name)	7051 Touhy Niles, IL Unit: <u>401</u>	Loan No.
<u>Florian Lech</u> (signature) <u>FLORIAN LECH</u> (print name)	7051 Touhy Niles, IL Unit: <u>409</u>	Loan No.

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PETITION TO APPROVE AMENDING THE DECLARATION FOR THE 7051 RENAISSANCE CONDOMINIUM ASSOCIATION


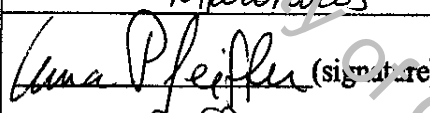
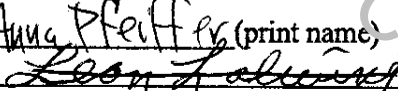
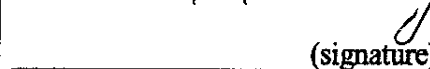
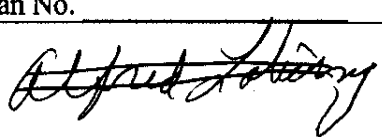
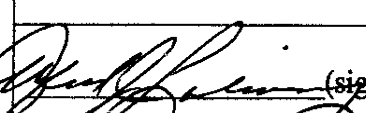
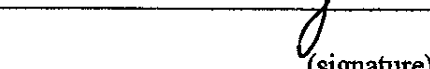


We, the undersigned, do hereby approve the amendment to the Declaration for the 7051 Renaissance Condominium Association, specifically regarding leasing and payment by new owners.

Printed Name & Signature	Address & Unit Number	Name and Address of Mortgagee, if any ***
<u><i>Tewa Mordell</i></u> (signature) <u>TEWA MORDALL</u> (print name)	7051 Touhy Niles, IL Unit: <u>408</u>	Loan No.
<u><i>Eleanor Dart</i></u> (signature) <u>ELEANOR DART</u> (print name)	7051 Touhy Niles, IL Unit: <u>306</u>	Loan No.
<u><i>Henry Wiele</i></u> (signature) <u>HENRY WIELE</u> (print name)	7051 Touhy Niles, IL Unit: <u>410</u>	<u>citimortgage</u> Loan No.
<u><i>Myung Kim</i></u> (signature) <u>MYUNG KIM</u> (print name)	7051 Touhy Niles, IL Unit: <u>609</u>	Loan No.
____ (signature) ____ (print name)	7051 Touhy Niles, IL Unit: _____	Loan No.
____ (signature) ____ (print name)	7051 Touhy Niles, IL Unit: _____	Loan No.
____ (signature) ____ (print name)	7051 Touhy Niles, IL Unit: _____	Loan No.

***This information is required in order to obtain the approval of mortgages for this amendment pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY**PETITION TO APPROVE AMENDING THE DECLARATION
FOR THE 7051 RENAISSANCE CONDOMINIUM ASSOCIATION**

We, the undersigned, do hereby approve the amendment to the Declaration for the 7051 Renaissance Condominium Association, specifically regarding leasing and payment by new owners.

Printed Name & Signature	Address & Unit Number	Name and Address of Mortgagee, if any ***
 (signature) DEMOSTHENES NIKOLOPOULOS (print name)	7051 Touhy Niles, IL Unit: <u>510</u>	NATIONAL CITY MORTGAGE 1 E. DELAWARE #200 CHICAGO IL 60611 Loan No. <u>50-147-5383908296</u>
 (signature) Anna Pfeiffer (print name)  (print name)	7051 Touhy Niles, IL Unit: <u>503</u>	NONE Loan No.
 (signature) (print name)	7051 Touhy Niles, IL Unit: <u>504</u>	 Loan No.
 (signature) ALFRED J. LOHRING (print name)	7051 Touhy Niles, IL Unit: <u>506</u>	Loan No.
 (signature) (print name)	7051 Touhy Niles, IL Unit: _____	Loan No.
 (signature) (print name)	7051 Touhy Niles, IL Unit: _____	Loan No.
 (signature) (print name)	7051 Touhy Niles, IL Unit: _____	Loan No.

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PETITION TO APPROVE AMENDING THE DECLARATION FOR THE 7051 RENAISSANCE CONDOMINIUM ASSOCIATION

We, the undersigned, do hereby approve the amendment to the Declaration for the 7051 Renaissance Condominium Association, specifically regarding leasing and payment by new owners.

Printed Name & Signature	Address & Unit Number	Name and Address of Mortgagee, if any ***
<i>M. E. Burghardt</i> (signature) Burghardt (print name)	7051 Touhy Niles, IL Unit: <u>501</u>	 Loan No.
<i>Kathy Fahey</i> (signature) Kathy Fahey (print name)	7051 Touhy Niles, IL Unit: <u>502</u>	US Bank 4801 Frederica Owensboro, Ky 42301 Loan No. <u>6800159639</u>
<i>Boquimila Gaska</i> (signature) BOQUIMILA GASKA (print name)	7051 Touhy Niles, IL Unit: <u>505</u>	 Loan No.
<i>Barbara Walsh</i> (signature) BARBARA WALSHE (print name)	7051 Touhy Niles, IL Unit: <u>508</u>	 Loan No.
<i>Anna Olczyk</i> (signature) ANNA OLCZYK (print name)	7051 Touhy Niles, IL Unit: <u>507</u>	BANK OF AMERICA Loan No. <u>6821056748</u>
<i>Renee Nowak</i> (signature) Renee Nowak (print name)	7051 Touhy Niles, IL Unit: <u>509</u>	Community Savings Bank. Loan No.
<i>M. Anne Reppen</i> (signature) M.A. REPPEN (print name)	7051 Touhy Niles, IL Unit: <u>504</u>	U.S. Bank Loan No.

***This information is required in order to obtain the approval of mortgages for this amendment pursuant to the terms of the Association's Declaration.

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**PETITION TO APPROVE AMENDING THE DECLARATION
FOR THE 7051 RENAISSANCE CONDOMINIUM ASSOCIATION**

We, the undersigned, do hereby approve the amendment to the Declaration for the 7051 Renaissance Condominium Association, specifically regarding leasing and payment by new owners.

Printed Name & Signature	Address & Unit Number	Name and Address of Mortgagee, if any ***
<u><i>Dorrie Pinto</i></u> (signature) <u>DORRIE PINTO</u> (print name)	7051 Touhy Niles, IL Unit: <u>609</u>	Loan No. <u>—</u>
<u><i>BRUNA DUKWANA</i></u> (signature) <u>BRUNA DUKWANA</u> (print name)	7051 Touhy Niles, IL Unit: <u>604</u>	403 722234 Loan No.
<u><i>Ralph Wisz</i></u> (signature) <u>Ralph J. Wisz</u> (print name)	7051 Touhy Niles, IL Unit: <u>606</u>	Countrywide Loan No. <u>187170871</u>
<u><i>Sireen Rowjee-Ahmed</i></u> (signature) <u>Sireen Rowjee-Ahmed</u> (print name)	7051 Touhy Niles, IL Unit: <u>610</u>	Countrywide Loan No. <u>29031959</u>
<u><i>Debra Shaffer</i></u> (signature) <u>Debra Shaffer</u> (print name)	7051 Touhy Niles, IL Unit: <u>602</u>	Loan No.
<u><i>DIANE MENCHETTI</i></u> (signature) <u>DIANE MENCHETTI</u> (print name)	7051 Touhy Niles, IL Unit: <u>603</u>	Loan No. <u>—</u>
<u><i>JOANNA KUBALSKA</i></u> (signature) <u>JOANNA KUBALSKA</u> (print name)	7051 Touhy Niles, IL Unit: <u>601</u>	Loan No. <u>—</u>

***This information is required in order to obtain the approval of mortgages for this amendment pursuant to the terms of the Association's Declaration.