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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/01/2011 09:54 AM Pg: 1 of 13

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR SHARES OF INVERNESS TOWNHOME I ASSOCIATION

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants (hereafter the "Declaration") for Shares of Inverness Townhome I Association, (hereafter the "Association"), which Declaration was recorded as Document Number 24537556 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 Association is the assignee of the developer's rights as set forth and described in the Declaration; and

WHEREAS, pursuant to Article Thirteen, Section 13.08 of the Declaration, the Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, approved by Owners having not less than seventy-five percent (75%) of the total votes, and containing an affidavit of a member of Board certifying that a copy of the change,

modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against Unit Ownerships, not less than ten (10) days prior to the date of such affidavit.

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

RECORDING FEE 60

DATE 03-01-11 COPIES 6

OK BY KJ

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WHEREAS, said instrument has been signed and acknowledged by the President and the Secretary of the Association;

WHEREAS, an affidavit signed by an officer of the Association is attached hereto as Exhibit B certifying that said instrument has been approved by the Unit Owners having, in the aggregate, at least seventy-five percent (75%) of the total vote, as evidenced by the affidavit and the attached ballots of said owners; and

WHEREAS, an affidavit signed by an officer of the Association is attached hereto as Exhibit C certifying that a complete copy of the amendment has been mailed to all First Mortgagees having bona fide liens of record against any Unit, not less than ten days prior to the date of such affidavit.

NOW, THEREFORE, the Association hereby declares that Article Eight of the Declaration be and is hereby amended by adding the following as Section 8.12 (additions in text are indicated by underline and deletions in text are indicated by ~~strike-out~~):

8.12 Lease of A Unit. Notwithstanding any foregoing provisions of this Declaration to the contrary, rental or leasing of Units is prohibited and all units must be owner-occupied, except as hereinafter provided:

a). Occupancy of a Unit by a Family Member(s) of a Unit Owner is permitted, and shall not constitute a lease as defined under this Amendment, even if there is a written memorandum or agreement executed between the parties. Family Member shall be defined as parents, grandparents, children, (natural or adopted), grandchildren and siblings of the Unit Owner

b). Hardship. If a Unit is vacated by a tenant in occupancy as of the recording date of this Amendment, or vacated by a Unit Owner for reasons beyond his control, the 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 this paragraph 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 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.

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

ii). 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.

c). 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 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.

d). 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.

e). 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.

f). 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.

g). 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.

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

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

(END OF TEXT)

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APPROVED THIS 17th DAY OF February, 2011.

SHIRES OF INVERNESS TOWNHOME I
ASSOCIATION

By: *Costanzo Mustanize*
Its President

ATTEST:

By: *Patricia Kessler*
Secretary

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1

THE PROPERTY DESCRIBED AS LOTS 1, 2, 3, 4, 5, 6 and 7 and OUT-LOTS 1, 2 AND 3, THE SHIRES OF INVERNESS UNIT 1, A PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 2:

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST 95 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28, THENCE SOUTH 0 DEGREE 00 MINUTES 26 SECONDS WEST, ALONG THE WEST LINE OF SAID EAST 95 FEET, A DISTANCE OF 234 FEET, THENCE SOUTH 64 DEGREES 00 MINUTE 26 SECONDS WEST, A DISTANCE OF 50 FEET TO THE PLACE OF BEGINNING, THENCE CONTINUING SOUTH 64 DEGREES 00 MINUTES 26 SECONDS WEST, A DISTANCE OF 150 FEET, THENCE SOUTH 25 DEGREES 59 MINUTES 34 SECONDS EAST AT RIGHT ANGLES TO LAST DESCRIBED LINE, A DISTANCE OF 85 FEET, THENCE NORTH 64 DEGREES 00 MINUTES 26 SECONDS EAST AT RIGHT ANGLES TO LAST DESCRIBED LINE, A DISTANCE OF 150 FEET, THENCE NORTH 25 DEGREES 59 MINUTES 34 SECONDS WEST AT RIGHT ANGLES TO LAST DESCRIBED LINE, A DISTANCE OF 85 FEET TO THE PLACE OF BEGINNING.

ALSO

PARCEL 3:

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF THE EAST 85 FEET OF THE NORTHWEST QUARTER OF THE SOUTH WEST QUARTER OF SAID SECTION 28, THENCE SOUTH 0 DEGREES 00 MINUTES 26 SECONDS WEST ALONG THE WEST LINE OF SAID EAST 85 FEET, A DISTANCE OF 231 FEET; THENCE SOUTH 64 DEGREES 00 MINUTES 26 SECONDS WEST, A DISTANCE OF 351.23 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 24 DEGREES 30 SECONDS 26 MINUTES EAST A DISTANCE OF 32.73 FEET, THENCE NORTH 65 DEGREES 29 MINUTES 34 SECONDS AT RIGHT ANGLES TO LAST DESCRIBED LINE, A DISTANCE OF 160 FEET; THENCE SOUTH 24 DEGREES 30 MINUTES 26 SECONDS WEST AT RIGHT ANGLES TO LAST DESCRIBED LINE A DISTANCE OF 80 FEET; THENCE SOUTH 65 DEGREES 29 MINUTES 34 SECONDS EAST AT RIGHT ANGLES TO LAST DESCRIBED LINE A DISTANCE OF 160 FEET; THENCE NORTH 24 DEGREES 30 MINUTES 26 SECONDS EAST AT RIGHT ANGLES TO LAST DESCRIBED LINE A DISTANCE OF 47.27 FEET TO THE PLACE OF BEGINNING.

PARCEL 4:

THE WEST HALF OF THE NORTH HALF OF THE SOUTH WEST QUARTER OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF THE NORTH WEST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 28, THENCE SOUTH 89 DEGREES 49 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTH WEST QUARTER OF SAID SECTION 28 A DISTANCE OF 433.00 FEET TO THE PLACE OF BEGINNING, THENCE CONTINUING SOUTH 89 DEGREES 49 MINUTES 02 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 899.52 FEET, MORE OR LESS TO THE NORTH EAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, THENCE SOUTH 0 DEGREES 00 MINUTES 26 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, A DISTANCE OF 1318.60 FEET, MORE OR LESS TO THE SOUTH EAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, THENCE NORTH 89 DEGREES 54 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, A DISTANCE OF 246.00 FEET; THENCE NORTH 0 DEGREES 05 MINUTES 19 SECONDS EAST AT RIGHT ANGLES TO LAST DESCRIBED COURSE, A DISTANCE OF 239.00 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 41 SECONDS WEST AT RIGHT ANGLES TO LAST DESCRIBED COURSE, A DISTANCE OF 251.00 FEET; THENCE SOUTH 0 DEGREES 05 MINUTES 19 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 10.01 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 41 SECONDS WEST AT RIGHT ANGLES TO LAST DESCRIBED COURSE, A DISTANCE OF 35.00 FEET; THENCE SOUTH 0 DEGREES 05 MINUTES 19 SECONDS WEST AT RIGHT ANGLES TO LAST DESCRIBED COURSE, A DISTANCE OF 30.00 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 41 SECONDS WEST AT RIGHT ANGLES TO LAST DESCRIBED COURSE, A DISTANCE OF 130.00 FEET; THENCE SOUTH 0 DEGREES 05 MINUTES 19 SECONDS WEST AT RIGHT ANGLES TO LAST DESCRIBED COURSE, A DISTANCE OF 43.99 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 41 SECONDS WEST AT RIGHT ANGLES TO LAST DESCRIBED COURSE, A DISTANCE OF 198.00 FEET; THENCE NORTH 0 DEGREES 05 MINUTES 19 SECONDS EAST, A DISTANCE OF 178.04 FEET; THENCE SOUTH 74 DEGREES 00 MINUTES 15 SECONDS WEST A DISTANCE OF 51.27 FEET; THENCE NORTH 15 DEGREES 50 MINUTES 05 SECONDS WEST AT RIGHT ANGLES TO LAST DESCRIBED COURSE, A DISTANCE OF 50.00 FEET; THENCE NORTH 74 DEGREES 00 MINUTES 15 SECONDS EAST AT RIGHT ANGLES TO LAST DESCRIBED COURSE A DISTANCE OF 71.95 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG AN ARC OF A CIRCLE, BEING CONVEX TO THE NORTH HAVING A RADIUS OF 375 FEET THE CHORD THEREOF HAVING A BEARING OF NORTH 80 DEGREES 14 MINUTES 04 SECONDS EAST AND A LENGTH OF 79.44 FEET AN ARC DISTANCE OF 79.59 FEET, THENCE NORTH 0 DEGREES 00 MINUTES 26 SECONDS EAST, A DISTANCE OF 231.04 FEET; THENCE NORTH 11 DEGREES 52 MINUTES 05 SECONDS EAST, A DISTANCE OF 184.68 FEET, THENCE NORTH WESTERLY ALONG AN ARC OF A CIRCLE BEING CONVEX TO THE SOUTH WEST HAVING A RADIUS OF 1165 FEET, THE CHORD THEREOF HAVING A BEARING OF NORTH 76 DEGREES 19 MINUTES 05 SECONDS WEST, AND A LENGTH OF 102.69 FEET, AN ARC DISTANCE OF 102.72 FEET, THENCE NORTH 16 DEGREES 12 MINUTES 28 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTHEAST ALONG AN ARC OF A CIRCLE, BEING CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 1115 FEET THE CHORD THEREOF HAVING A BEARING OF SOUTH 74 DEGREES 27 MINUTES 20 SECONDS EAST AND A LENGTH OF 25.82 FEET AN ARC DISTANCE OF 25.83 FEET; THENCE NORTH 41 DEGREES 03 MINUTES 23 SECONDS EAST, A DISTANCE OF 89.16 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 27 SECONDS WEST, A DISTANCE OF 240.00 FEET; THENCE NORTH OF BEGINNING 10 MINUTES 58 SECONDS EAST A DISTANCE OF 120.00 FEET, MORE OR LESS TO THE PLACE OF BEGINNING) ALL IN COOK COUNTY, ILLINOIS.

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Shires of Inverness Townhome

<u>Perm. No.</u>	<u>Unit No.</u>
02-28-300-033-1001	1544
02-28-300-033-1002	1546
02-28-300-033-1003	1548
02-28-300-033-1004	1542
02-28-300-033-1005	1540
02-28-300-033-1006	1538
02-28-300-033-1007	1536
02-28-300-033-1008	1534
02-28-300-033-1009	1532
02-28-300-033-1010	1530
02-28-300-033-1011	1533
02-28-300-033-1012	1531
02-28-300-033-1013	1529
02-28-300-033-1014	1541
02-28-300-033-1015	1539
02-28-300-033-1016	1537
02-28-300-033-1017	1545
02-28-300-033-1018	1547
02-28-300-033-1019	1523
02-28-300-033-1020	1521
02-28-300-033-1021	1519
02-28-300-033-1022	1517
02-28-300-033-1023	1515
02-28-300-033-1024	1513
02-28-300-033-1025	1511
02-28-300-033-1026	1525
02-28-300-033-1027	1527

Property Services
County Clerk's Office

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EXHIBIT B

CERTIFICATION AS TO UNIT OWNER APPROVAL

I, PATRICIA L KEISLER, do hereby certify that I am the duly elected and qualified secretary for the Shires of Inverness Townhome I Association, and as such Secretary, I am the keeper of the books and records of the Association.

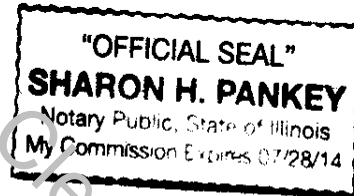
I further certify that the attached Amendment to the Declaration for the Shires of Inverness Townhome I Association, was duly approved by seventy-five percent (75%) of the owners, in accordance with the provisions of Article Thirteen, Section 13.08 of the Declaration.

Patricia L Keisler
Secretary

Subscribed and Sworn to before me
this 17 day of February, 2010.

SH Pankey
Notary Public

My Commission Expires: 7/28/14



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EXHIBIT C

AFFIDAVIT AS TO MORTGAGEE NOTIFICATION

I, PATRICIA L KEISLER, do hereby certify that I am the duly elected and qualified Secretary for the Shires of Inverness Townhome I Association, and as such Secretary, I am the keeper of the books and records of the Association.

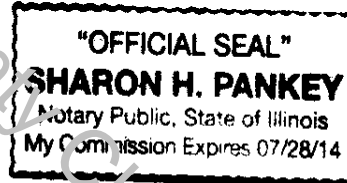
I further certify that the attached Amendment to the Declaration for the Shires of Inverness Townhome I Association was mailed to all mortgagees having bona fide liens of records no less than ten (10) days prior to the date of this affidavit.

Patricia L Keisler
Secretary

Subscribed and sworn to before me
this 17 day of February 2010.

Sharon H Pankey
Notary Public

My Commission Expires: 7/28/14



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PETITION TO APPROVE AMENDING THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE SHIRES OF INVERNESS TOWNHOME I ASSOCIATION

We, the undersigned, do hereby approve the amendment to the Declaration for the Shires of Inverness Townhome I Association, specifically regarding the restriction on leasing.

NAME(SIGNATURE)	ADDRESS
Costanza Maestroni	1541 Shire Circle
Carville Harris	1530 Shire Circle
Gyome M. Aville	1548 Shire Circle
Patricia L. Keiser	1511 Shire Circle
Kathleen O'Neil	1532 Shire Circle
Bethmann Hansen	1544 Shire Circle
Susan Truman	1537 Shire Circle
Anna D. Top	1535 Shire Circle
Steve Williams	1513 Shire Circle
Phil E. Luda	1525 SHIRE CIRCLE
Jim Hill	1539 Shire Circle
Theron A. Bushnell	1545 Shire Circle
Carol J. Plister	1529 Shire Circle
Bob L. Hill	1515 Shire Circle
Eugene B. Taylor	1547 Shire Circle

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PETITION TO APPROVE AMENDING THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE SHIRES OF INVERNESS TOWNHOME I ASSOCIATION

We, the undersigned, do hereby approve the amendment to the Declaration for the Shires of Inverness Townhome I Association, specifically regarding the restriction on leasing.

NAME(SIGNATURE)	ADDRESS
<i>[Signature]</i>	1531 Shire Circle
<i>[Signature]</i>	1546 Shire Circle
<i>[Signature]</i>	1538 SHIRE CIRCLE
<i>[Signature]</i>	1521 Shire Circle

COOK County Clerk's Office

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BALLOT FOR

SHIRES OF INVERNESS TOWNHOME I ASSOCIATION

I approve of the amendment regarding the restriction of leasing.

I do not approve of the amendment regarding the restriction of leasing.

Catherine A. Trawinski, trustee

Signature line

Catherine A. Trawinski, trustee

Printed Name

Property Address: 1534 Mine circle Unit # _____
Inverness, Illinois

Percentage of Ownership: _____ %

Name and Address of Mortgage Lender (if any):

Glenview state Bank

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BALLOT FOR

SHIRES OF INVERNESS TOWNHOME I ASSOCIATION

I approve of the amendment regarding the restriction of leasing.

I do not approve of the amendment regarding the restriction of leasing.

Richard J. Brumm
Signature line

RICHARD J. BRUMM
Printed Name

Property Address: 1523 Skov Avale Unit # _____
Inverness, Illinois

Percentage of Ownership: 100 %

Name and Address of Mortgage Lender (if any):

