

UNOFFICIAL COPY



1125018037

**THIS DOCUMENT HAS BEEN
PREPARED BY, AND AFTER
RECORDING SHOULD BE
RETURNED TO:**

Doc#: 1125018037 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/07/2011 03:00 PM Pg: 1 of 7

Kovitz Shifrin Nesbit
750 W. Lake Cook Road
Suite 350
Buffalo Grove, Illinois 60089
Attn: David M. Bendoff, Esq.

**AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
LUNT COURT CONDOMINIUM**

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants (hereafter the "Declaration") for Lunt Court Condominium Association (hereafter the "Association"), which Declaration was recorded November 19, 1979 as Document No. 25246455 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 thereof.

This amendment is adopted pursuant to the provisions of Article XIII, Section 7 of the aforesaid Declaration and Section 17 and Section 27 of the Illinois Condominium Property Act (the "Act"). Said provisions provide that this amendment, the text of which is set forth below, shall become effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois, of an instrument in writing setting forth the change, provided the same is executed by the President of the Board of Managers of the Association (the "Board"), and approved by the affirmative vote of two-thirds (2/3) of the unit owners at a meeting, and provided further that it contains an affidavit by an officer of the Board, certifying that a copy of the change has been sent by certified mail to all mortgagees, having liens of record against any unit ownership, not less than ten (10) days prior to the date of such affidavit.

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been submitted to the provisions of the Act; and

WHEREAS, the Board and the Owners desire to amend the Declaration in order to restrict occupancy of units, and to limit the number of units that can be rented or leased at any one time with certain limited exceptions; and

UNOFFICIAL COPY

WHEREAS, the amendment has been executed by the President of the Association and approved by the affirmative vote of two-thirds (2/3) of the unit owners at a meeting, and due notice having been provided to all mortgagees holding liens of record against any unit ownership, all in compliance with Article XIII, Section 7 of the Declaration and Section 17 and Section 27 of the Act.

NOW THEREFORE, Article VIII, Section 1(j) of the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Lunt Court Condominium Association Condominium Association is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

“(j) (i) Notwithstanding any other provisions of the Declaration to the contrary, the leasing or rental of more than thirty percent (30%) of the units at any one time is prohibited, except as hereinafter provided in subsections (ii), (iii), (iv), and (v) is prohibited; provided that no Unit Owner may lease a Unit unless they have owned and occupied the Unit continuously for at least twenty four (24) months. The Board of Managers shall adopt rules for the creation, maintenance and administration of a waiting list so that in the event that the maximum number of units allowed to be leased or rented is reached, Unit Owners will have a reasonable, orderly and equitable method by which to rent or lease Units once the number of Units leased or rented falls below the maximum number allowed.”

(ii) In the event that the maximum number of Units permitted to be leased or rented pursuant to subsection (i) are being leased or rented, or if an Owner is not otherwise eligible to lease a Unit, 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 or rent his Unit to a specified lessee for a period of not more than twelve (12) consecutive months on such other reasonable terms as the Board may establish. Such permission may be granted by the Board only upon the 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. The Board has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease or extension of the lease. The Board's decision shall be final and binding.

(iii) Any Unit Owner that has a lease in force for his/her Unit, and whose Unit is occupied by a tenant, on the date of recording this Amendment (and if the Unit Owner provides a copy of said signed lease to the Board within thirty (30) days of the recording of this Amendment) is not affected by subsections (i) and (ii) with respect to such Unit, and such Unit Owner may lease such Unit until the second (2nd) anniversary of the date of recording this Amendment, provided; however, that subsections (i) and (ii) shall apply to all Units from and after the second (2nd) anniversary of the date of recording this Amendment.

(iv) The provisions of subsections (i), (ii), and (iii) shall not apply to the rental or leasing of a Unit to a Unit Owner's spouse, sibling, child, parent, grandparent, domestic partner, or to any one or more of them.

UNOFFICIAL COPY

(v) The provisions of subsections (i), (ii), and (iii) shall not apply to the rental or leasing of Units by the Association through its Board of Managers.

(vi) Except as provided in Subsection (ii) above, all leases permitted by this Amendment shall be for a term of twelve (12) months, and all leases shall be in writing and subject to the terms of the Declaration and the rules established by the Board. The provisions of the Condominium Property Act, the Declaration, By-Laws and rules and regulations 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. With regard to any lease, the unit owner leasing the Unit shall deliver a copy of the signed lease to the Board ~~or if the lease is oral, a memorandum of the lease,~~ not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the unit owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by the Act or by the Declaration, By-Laws, and rules and regulations. The Board may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by a tenant of any covenants, rules, regulations or By-Laws.

NOW THEREFORE, Article VII of the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Lunt Court Condominium Association is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

(l) Except for Units permitted to and being leased hereunder, each Unit shall be occupied by the Owner (including the beneficiary of a trust holding legal title to the Unit), said Owner's spouse, sibling, child, parent, grandparent, domestic partner, or any one or more of them; with respect to Units owned by a corporation, a partnership, or limited liability company, or if the beneficiary of a trust holding legal title to a Unit is a corporation, partnership, or limited liability company, such Unit shall be occupied by a shareholder of such corporation, partner of such partnership, member of such limited liability company, such shareholder's, partner's, or member's spouse, sibling, child, parent, grandparent, domestic partner, or any one or more of them.

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

END OF TEXT OF AMENDMENT

UNOFFICIAL COPY

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I PHILIP GOTTESMAN, am the President of the Board of Managers of Lunt Court Condominium Association, an Illinois not-for-profit corporation and condominium established by the aforesaid Declaration, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Section 17 of the Illinois Condominium Property Act.

EXECUTED this 18 day of August, 2011.

BY: Philip Gottesman
President

Property of Cook County Clerk's Office

UNOFFICIAL COPY

CERTIFICATION AS TO UNIT OWNER APPROVAL

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jennifer Caruso, state that I am the Secretary of the Board of Managers of Unit Court Condominium Association, an Illinois not-for-profit corporation and condominium, and as such Secretary and the keeper and custodian of the books and records of said condominium, I hereby certify that the foregoing amendment was approved by at least two-thirds (2/3) of the Unit Owners, at a special meeting of the Unit Owners duly noticed, convened and held for that purpose on Aug. 16, 2011 at which a quorum was present throughout, and that such approval by the Unit Owners has not been altered, modified or rescinded in any manner but remains in full force and effect.

BY: [Signature]
Secretary

DATE: Aug. 18, 2011

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

AFFIDAVIT OF NOTICE TO MORTGAGEES

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Jennifer Caruso, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of Lunt Court Condominium Association, an Illinois not-for-profit corporation and condominium, and that pursuant to Article XIII, Section 7 of the Declaration of Condominium Ownership for said condominium, written notice of the foregoing amendment has been sent by certified mail to all mortgagees of record against any unit in the aforesaid condominium, not less that ten (10) days prior to the date of this affidavit.

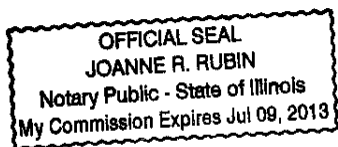
[Handwritten Signature]

 Secretary

SUBSCRIBED AND SWORN to
 before me this 1 day
 of September 2011

Joanne R. Rubin

 Notary Public



UNOFFICIAL COPY

EXHIBIT A **LEGAL DESCRIPTION**

Units 1215-1A, 1215-2A, 1215-3A, 1215-1B, 1215-2B, 1215-3B, 1217-1A, 1217-2A, 1217-3A, 1217-1B, 1217-2B, 1217-3B, 1219-1A, 1219-2A, 1219-3A, 1219-1B, 1219-2B, 1219-3B, 1221-1A, 1221-2A, 1221-3A, 1221-1B, 1221-2B, 1221-3B, 1223-1A, 1223-2A, 1223-3A, 1223-1B, 1223-2B, 1223-3B, 1225-1A, 1225-2A, 1225-3A, 1225-1B, 1225-2B, 1225-3B, 1227-1A, 1227-2A, 1227-3A, 1227-1B, 1227-2B and 1227-3B as delineated in survey of the following described property: Lots fourteen (14) and fifteen (15) in W. D. Preston's Subdivision of Blocks four (4), nine (9) and eight (8) with lot one (1) in block seven (7) in Circuit Court Partition of the East half of the North West quarter with the North East fractional quarter of Section thirty-two (32), Township forty-one (41) North, Range fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration made by Exchange National Bank of Chicago, a National Banking Association, not personally but as Trustee under Trust Agreement dated February 27, 1979 and known as Trust No. 34499, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 25246455.

Commonly Known As: 1215 - 1227 W. Lunt
Chicago, IL 60626

Permanent Index Number: 11-32-114-031-1001
through and including: 11-32-114-031-1042