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Doc#: 1126650027 Fee: \$68.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/23/2011 04:14 PM Pg: 1 of 17

FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE GREENS AT RIDGEMOOR CONDOMINIUM ASSOCIATION

This First Amendment to Declaration made and entered into the 9th day of September, 2011 is an amendment to that certain Declaration of Condominium Ownership and of By-Laws, Easements, Restrictions and Covenants for The Greens at Ridgemoor Condominium Association (hereinafter referred to as "Declaration") recorded with the Recorder of Deeds of Cook County on August 29, 2004, as Document Number 0418110022.

WITNESSETH:

WHEREAS, the Greens at Ridgemoor 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 XX, Section 6 of the Declaration, the Declaration may be amended by an instrument in writing setting forth such amendment, signed and acknowledged by all of the Members of the Board, at least three-fourths (3/4) of the Unit Owners, and the approval of any mortgagees required under the provisions of the condominium instruments and containing an affidavit by an officer of the Board certifying that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit, not less than ten (10) days prior to the date of such affidavit. Any amendment adopted pursuant to the above provisions shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois; and

WHEREAS, said instrument has been signed and acknowledged by all of the Members of the Board; and

WHEREAS, said instrument has been approved by at least three-fourths (3/4) of the Unit Owners as evidenced by the attached Certification (See Attached Exhibit A);

**This document prepared by and
after recording to be returned to:**

Myrna B. Goldberg, Esq.
Ruben & Goldberg, LLC
3605 Woodhead Drive Suite 108
Northbrook, IL 60062
(847) 790-7625

WHEREAS, pursuant to Article XIX, Section 1, the amendment of Article IX Section 1 has to be approved by two-thirds (2/3) of all First Mortgagees;

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WHEREAS, the Amendment of Article IX, Section 1 has been approved by two-thirds of all First Mortgagees of any Unit Owners (See Attached Exhibit B); and

WHEREAS, an affidavit is attached hereto as Exhibit C by an officer of the Board certifying that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit, not less than ten (10) days prior to the date of such affidavit.

NOW, THEREFORE, the Association hereby declares that the Declaration be and is hereby amended as follows:

The following language shall be added to Article IX Section 1 at the end of the last paragraph of Section 1.

Notwithstanding any foregoing provisions of this Declaration to the contrary, the following additional leasing restrictions shall apply:

- (a) The term "lease" 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 "lease" shall include any transaction wherein possession of a unit is provided prior to transfer of title.
- (b) 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. As of the date this Amendment is recorded with the office of the Recorder of Deeds of Cook County ("Effective Date") and subject to the provisions contained herein and in the Declaration, at no time shall there be more than three (3) of the total units leased. All owners desiring to lease their unit must follow the procedure as set forth herein and in the Declaration.
- (c) Occupancy of a Unit by an Immediate Family Member(s) of a Unit Owner is permitted, and shall not constitute a lease as defined under this Amendment, even if there is no written memorandum or agreement executed between the parties. Immediate Family Member(s) shall be defined as a spouse, parents, grandparents, children and grandchildren of the Unit Owner.
- (d) Any Unit Owner properly leasing his or her Unit prior to the Effective Date of this Amendment shall be allowed to continue to lease the Unit to the same tenant for so long as they own the Unit, provided that a copy of the current lease must be on file with the Board no later than ten (10) days subsequent to the execution of the renewal of the lease agreement. Upon sale or transfer of ownership of the unit the same tenants shall be allowed to enter into a lease agreement with the new Unit Owner, however, once the lease agreement expires and the current tenant vacates the Unit, the new Unit Owner shall come into compliance with the provisions of this entire section.
- (e) In the event that three (3) of the units are being leased, a Unit Owner must request in writing to be placed on a waiting list to be maintained by the Board. The waiting list shall be maintained on a "first come, first served" basis. If a Unit Owner is granted the

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opportunity to lease, they must do so within four (4) months or the approval shall be revoked and the next Unit Owner on the waiting list will be given an opportunity to lease their respective unit.

- (f) Hardship: If a hardship, as determined by the Board, exists, the Unit Owner may apply for a hardship waiver of the leasing restrictions set forth herein in the following manner:
- (1) The Unit Owner must submit a request in writing to the Board requesting not less than a six (6) month and not greater than a twelve (12) month hardship waiver setting forth the reasons why they are entitled to same.
 - (2) If, based on the data supplied to the Board by the Unit Owner, the Board finds that a reasonable hardship exists, the Board may grant a waiver of not less than six (6) months or not greater than twelve (12) months. Any lease entered into shall be in writing and evidence the period of the lease. 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, result in termination of the lease by the Board. All decisions of the Board shall be final.
 - (3) Copies of all lease agreements must be submitted to the Board no later than ten (10) days subsequent to the execution of the lease agreement.
 - (4) 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 no later than ten (10) days subsequent to the execution of the lease agreement.
 - (5) In the event a Unit Owner has been granted hardship status, they must re-apply in writing to the Board within thirty (30) days of the expiration of each hardship period if they wish to request an extension.
- (g) In the event that a Unit Owner or Tenant violates any provision set forth herein or in the Declaration, By-Laws and Rules and Regulations (the "Governing Documents"), said Owner or Tenant may be subject to a flat or daily fine to be determined by the Board upon notice and an opportunity to be heard.
- (h) 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 Unit 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.
- (i) Any action brought on behalf of the Association or the Board or both to enforce this Amendment shall subject the Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.
- (j) 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.
- (k) 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.

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(l) Leasing of less than the entire unit is strictly prohibited.

Article XVII, Section 7 is hereby deleted in its entirety and replaced with the following Section 7:

7. Pets.

- (a) No animals, dogs, cats, reptiles, rabbits, fowl, poultry or pets of any kind shall be raised, bred or kept in any unit or in the common elements.
- (b) Any household pets who are currently in a unit as of the Effective Date of this Amendment may continue to reside in the unit until such time as the pet dies or is permanently removed from the unit, provided that such pet is not kept, bred or maintained for any commercial purpose, is subject to rules and regulations adopted by the Board and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the unit upon three (3) days written notice from the Board.
- (c) The restriction contained in Section 7(a) shall not apply to Seeing Eye dogs.
- (d) Any Unit Owner found to be in violation of this Section, or any Rules and Regulations which the Board may adopt regarding animals, shall subject said Unit Owner to a daily fine as determined by the Board, until such violation is cured.

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.

APPROVED THIS 9 DAY OF September, 2011.

GREENS AT RIDGEMORE CONDOMINIUM
ASSOCIATION

By: *Giuseppe Lija*
Its President

ATTEST

By: *[Signature]*

Secretary

By: *Patricia Pomykalcki*

Treasurer

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LEGAL DESCRIPTION & PIN'S

THE GREENS AT RIDGEMOOR CONDO ASSN.

LOTS 3, 4, 5 AND 6 IN BLOCK 1 IN VOLK BROTHERS MONTROSE AND OAK PARK AVENUE SUBDIVISION BEING A SUBDIVISION OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE LYING EAST OF THE WEST 2,329.4 FEET (EXCEPT PARTS THEREOF CONVEYED TO CHICAGO TERMINAL TRANSFER RAILROAD COMPANY BY WARRANTY DEED RECORDED MAY 16, 1898 AS DOCUMENT 2686698 IN BOOK 6186, PAGE 303) IN COOK COUNTY, ILLINOIS

PIN	Address	Unit	City
13-18-403-020-1001	6635 W Norwood Ct	101	Harwood Heights
13-18-403-020-1002	6635 W Norwood Ct	201	Harwood Heights
13-18-403-020-1003	6635 W Norwood Ct	202	Harwood Heights
13-18-403-020-1004	6635 W Norwood Ct	203	Harwood Heights
13-18-403-020-1005	6635 W Norwood Ct	204	Harwood Heights
13-18-403-020-1006	6635 W Norwood Ct	205	Harwood Heights
13-18-403-020-1007	6635 W Norwood Ct	301	Harwood Heights
13-18-403-020-1008	6635 W Norwood Ct	302	Harwood Heights
13-18-403-020-1009	6635 W Norwood Ct	303	Harwood Heights
13-18-403-020-1010	6635 W Norwood Ct	304	Harwood Heights
13-18-403-020-1011	6635 W Norwood Ct	305	Harwood Heights
13-18-403-020-1012	6635 W Norwood Ct	401	Harwood Heights
13-18-403-020-1013	6635 W Norwood Ct	402	Harwood Heights
13-18-403-020-1014	6635 W Norwood Ct	403	Harwood Heights
13-18-403-020-1015	6635 W Norwood Ct	404	Harwood Heights
13-18-403-020-1016	6635 W Norwood Ct	405	Harwood Heights

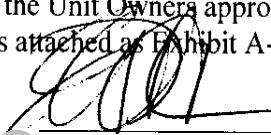
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EXHIBIT A

**CERTIFICATION AS TO UNIT OWNER APPROVAL OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS,
RESTRICTIONS AND COVENANTS FOR THE GREENS AT RIDGEMOOR
CONDOMINIUM ASSOCIATION**

I, ELAINE P. CALLAS, do hereby certify that I am a duly elected and qualified officer of the Board for the Greens at Ridgemoor Condominium Association and as such, I am the keeper of the books and records of the Association.

I further acknowledge and certify that the attached Amendment to the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for The Greens at Ridgemoor Condominium Association was duly approved by not less than three-fourths (3/4) of the Unit Owners, in accordance with the provisions of Article XX, Section 6 of the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for The Greens at Ridgemoor Condominium Association. A list of the Unit Owners approving the Amendment is attached as Exhibit A-1 hereto. A sample ballot is attached as Exhibit A-2 hereto.


Secretary

Deputy Cook County Clerk's Office

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Exhibit A-1

Votes for First Amendment to the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for
The Greens at Ridgemoor Condominium Association

We, the undersigned Unit Owners of The Greens at Ridgemoor Condominium Association do hereby approve the amendment to the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for The Greens at Ridgemoor Condominium Association, specifically regarding the leasing restrictions of units:

Name (Printed)	Name (Signature)	Address with Unit #	Percentage of Ownership
CRIVELLO LIGA	<i>[Signature]</i>	# 203	6.234%
PATRICK POMYRASKI	<i>[Signature]</i>	# 305	7.286%
Geraldine LaRume	<i>[Signature]</i>	# 201	7.610%
SARAH MUELLER	<i>[Signature]</i>	# 304	4.533%
Kateriyne Wladender	<i>[Signature]</i>	# 404	4.655%
BLANKEP	<i>[Signature]</i>	402	6.638%
CLAIRE CALLOS	<i>[Signature]</i>	204	4.371%
Josue Jeon	<i>[Signature]</i>	301	7.813%

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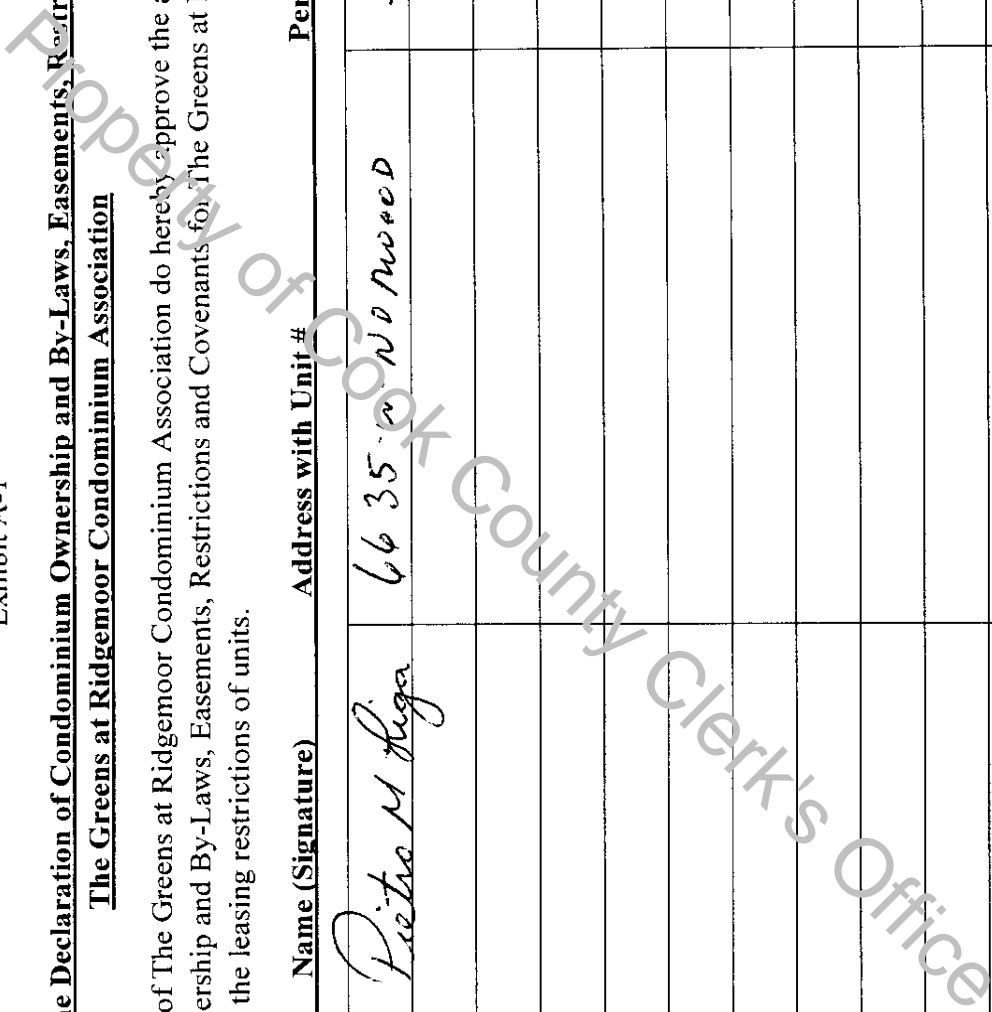
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<u>Name (Printed)</u>	<u>Name (Signature)</u>	<u>Address with Unit #</u>	<u>Percentage of Ownership</u>
PIETRO MARIO LIGA	<i>Pietro M Liga</i>	6635 WOODWOOD	5.93%




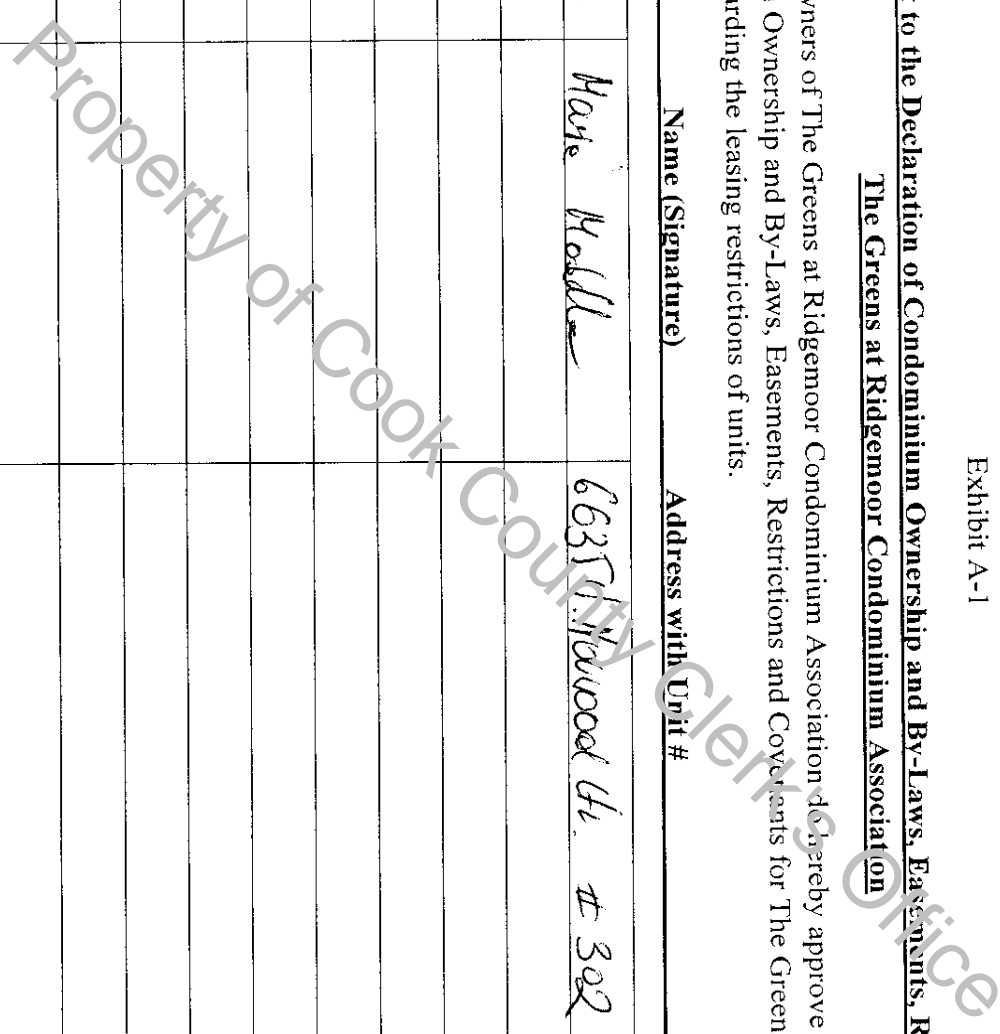
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Name (Printed)	Name (Signature)	Address with Unit #	Percentage of Ownership
MARKA WODELSKA		6635 Hawthood Ct. # 302	6.436%



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(FAX)

04/19/2011 09:11

18-Apr-2011 09:03 PM FAX OF ALEXA 0072590001

Exhibit A-1

Votes for First Amendment to the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for The Greens at Ridgemoor Condominium Association

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Name (Printed)	Name (Signature)	Address with Unit #	Percentage of Ownership
Dorothy Helms	<i>[Signature]</i>	6635 Ridgemoor Ct #85	100%
Sylvia Helms	<i>[Signature]</i>		

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Exhibit A-1

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Name (Printed)	Name (Signature)	Address with Unit #	Percentage of Ownership
CIT Co MC LITA	<i>Yvonne Ligo</i>	403	6.238%
Amaria Borykaski	<i>Amaria Borykaski</i>	# 305	7.286%
Cervellina LaFuria	<i>Cervellina LaFuria</i>	# 301	7.610%
Katerzyna Wiercimenko	<i>Katerzyna Wiercimenko</i>	# 404	4.655%
SARAH MUELLER	<i>SARAH K. MUELLER</i>	# 304	4.533%
BRAD KOP	<i>BRAD KOP</i>	402	6.638%
Elaine Callas	<i>Elaine Callas</i>	204	4.371%
Josue Jeon	<i>Josue Jeon</i>	301	7.813%

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Exhibit A-1

Notes for First Amendment to the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for The Greens at Ridgemoor Condominium Association

We, the undersigned Unit Owners of The Greens at Ridgemoor Condominium Association do hereby approve the amendment to the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for The Greens at Ridgemoor Condominium Association, specifically regarding the restrictions on pets.

Name (Printed)	Name (Signature)	Address with Unit #	Percentage of Ownership
PIERRE, MARIE, LIAM	<i>Pierre Marie</i>	6635 W. NORWOOD	5.93%

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**Notes for First Amendment to the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for
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Name (Printed)	Name (Signature)	Address with Unit #	Percentage of Ownership
MARIA MODELSKA	Maria Modelska	6635 S. Woodland Ct #302	6,436%

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04-19-2011 09:03 AM BANK OF AMERICA 0112500201

Exhibit A-1

Votes for First Amendment to the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for The Greens at Ridgemoor Condominium Association

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<u>Name (Printed)</u>	<u>Name (Signature)</u>	<u>Address with Unit #</u>	<u>Percentage of Ownership</u>
Danell Helms	<i>[Signature]</i>	6835 Lawrence Ct #85	1%
Sylvia Helms	<i>[Signature]</i>		

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Exhibit A-2

Greens at Ridgemoor Condominium Association Ballot

Regarding the proposed Amendment to the Declaration of Condominium, Ownership and of By-Laws, Easements, Restrictions and Covenants for the Greens at Ridgemoor Condominium Association:

Circle one of the statements below:

I AGREE THAT THE AMENDMENT TO ARTICLE IX, SECTION 1 CONCERNING LEASING RESTRICTIONS SHOULD BE PASSED.

I DO NOT AGREE THAT THE AMENDMENT TO ARTICLE IX, SECTION 1 CONCERNING LEASING RESTRICTIONS SHOULD BE PASSED.

Circle one of the statements below:

I AGREE THAT THE AMENDMENT TO ARTICLE XVII, SECTION 7 CONCERNING PET RESTRICTIONS SHOULD BE PASSED.

I DO NOT AGREE THAT THE AMENDMENT TO ARTICLE XVII, SECTION 7 CONCERNING PET RESTRICTIONS SHOULD BE PASSED.

Signature Line

Printed Name

Property Address: _____ Unit # _____

Harwood Heights, Illinois

Percentage of Ownership: _____ %

Ballot

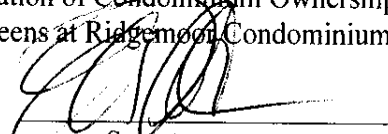
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EXHIBIT B

**CERTIFICATION AS TO FIRST MORTGAGEES OF UNIT OWNERS APPROVAL OF
AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-
LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE GREENS AT
RIDGEMOOR CONDOMINIUM ASSOCIATION**

I, ELAINE P. CALLAS, do hereby certify that I am a duly elected and qualified officer of the Board for the Greens at Ridgemoor Condominium Association and as such, I am the keeper of the books and records of the Association.

I further acknowledge and certify that the attached Amendment to Article IX, Section 1 of the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for The Greens at Ridgemoor Condominium Association was duly approved by not less than two-thirds (2/3) of all First Mortgagees (calculated on the basis of the percentage interests of their respective mortgages) of the Unit Owners, in accordance with the provisions of Article XX, Section 6 and Article XIX, Section 1 of the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for The Greens at Ridgemoor Condominium Association.


Secretary

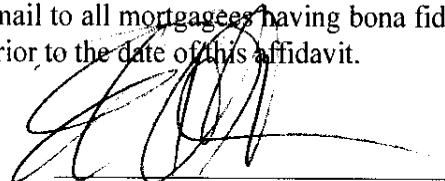
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EXHIBIT C AFFIDAVIT OF NOTICE TO FIRST MORTGAGEES

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ELIANE P. CALLAS, being first duly sworn on oath, depose and state that I am the Secretary of the Board of the Greens at Ridgemore Condominium Association and the pursuant to Article XX, Section 6 of the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for The Greens at Ridgemoor Condominium Association, a copy of the Amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit, not less than ten (10) days prior to the date of this affidavit.


Secretary

Subscribed and sworn to before me
this 9 day of September, 2011


Notary Public



Notary Public's Office