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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/17/2014 03:20 PM Pg: 1 of 10

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

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

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**THIRD AMENDMENT TO  
THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
THE LINCOLN COURT LOFTS TOWNHOMES**

This document is recorded for the purpose of amending the Declaration of Covenants, Restrictions and Easements (hereafter the "Declaration") for The Lincoln Court Lofts Townhomes (hereafter the "Association"), which Declaration was recorded on March 17, 2002, as Document No. 0020507670 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 VIII, Section 8.3 of the aforesaid Declaration. Said provisions provide that this amendment, the text of which is set forth below, shall become effective upon recording 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 and acknowledged by the Board of Directors of the Association (the "Board"), and approved by Owners of not less than three-fourths (3/4) of the Dwelling parcels which are subject to the provisions of the Declaration, and provided further that it contains an affidavit by an officer of the Board, certifying that a copy of the amendment has been sent by certified mail to all mortgagees having liens of record against any Dwelling Parcel, no less than five (5) 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 Declaration; and

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

WHEREAS, the amendment has been executed and acknowledged by the Board of Directors of the Association (the "Board"), and approved by Owners of not less than three-fourths (3/4) of the Dwelling parcels which are subject to the provisions of the Declaration, and due notice having been provided to all mortgagees holding liens of record against any Dwelling Parcel, all in compliance with Article VIII, Section 8.3 of the Declaration.

NOW THEREFORE, Article IV of the Declaration of Covenants, Restrictions and Easements for The Lincoln Court Lofts Townhomes is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

"4.12 Unit Occupancy: Except for Dwelling Structures permitted to and being leased hereunder, each Dwelling Structure shall be occupied by the Owner (including the beneficiary of a trust holding legal title to the Dwelling Structure), said Owner's spouse, sibling, child, parent, grandparent, partner in a civil union, or any one or more of them; with respect to Dwelling Structures owned by a corporation, a partnership, or limited liability company, or if the beneficiary of a trust holding legal title to a Dwelling Structure is a corporation, partnership, or limited liability company, such Dwelling Structure 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, partner in a civil union, or any one or more of them."

"4.13 Transfer of a Dwelling Structure:

(i) Notwithstanding any other provisions of the Declaration to the contrary, the leasing or rental of more than two (2) of the Dwelling Structures at any one time is prohibited, except as hereinafter provided in subsections (ii), (iii), (iv), and (v).

(ii) Any and all leases in force on the date of recording this Amendment (and if the Owner provides a copy of said signed lease to the Board within thirty (30) days of the recording of this Amendment) are not affected by subsections (i) and (iii); provided, however, that subsections (i) and (iii) shall apply to a Dwelling Structure that is subject to such lease from and after the earlier of the date that the current term of such lease expires or the date that such lease is otherwise terminated.

(iii) In the event that the maximum number of Dwelling Structures permitted to be leased or rented pursuant to subsection (i) are being leased or rented, to meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to an Owner to lease or rent his Dwelling Structure to a

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specified lessee for a period of not less than twelve (12) consecutive months nor more than twenty-four (24) 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 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 Owner's application for a lease or extension of the lease; provided, however, that in no event shall any Owner be permitted to rent or lease such Dwelling Structure for more than twenty-four (24) months. The Board's decision shall be final and binding.

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

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

(vi) No Dwelling Structure permitted to be leased shall be used for hotel or transient purposes, and all leases permitted by this Amendment shall be in writing, for a term of at least twelve (12) months and not more than twenty four (24) months, and shall be subject to the terms of the Declaration, By-Laws, and the rules established by the Board. The Owner of a Dwelling Structure being leased as permitted hereunder shall provide the Association with the names of all tenants of the Dwelling Structure, including the tenants' family members who will occupy the Dwelling Structure. The provisions of Declaration, By-Laws and rules and regulations that relate to the use of the individual Dwelling Structure or the Common Elements shall be applicable to any person leasing a Dwelling Structure and shall be deemed to be incorporated in any lease. With regard to any lease, the Owner leasing the Dwelling Structure shall deliver a copy of the signed lease to the Board 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 Owner, the Association may seek to enjoin a tenant from occupying a Dwelling Structure 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 Declaration, By-Laws, and rules and regulations. The Board of Managers 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. An Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of an Owner under the Declaration, or rules and regulations of the Association; and such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void."

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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

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## BOARD MEMBER SIGNATURE PAGE

STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK )

We, the undersigned, are the members of the Board of The Lincoln Court Lofts Townhomes, an Illinois not-for-profit corporation established by the aforesaid Declaration of Covenants, and by our signatures below, we hereby execute the foregoing amendment to the Declaration pursuant to Article VIII, Section 8.3 of the Declaration. This document may be executed in counterparts for the convenience of the parties.

EXECUTED this 7 day of JAN, 2014

Mary E. McNamara  
Printed name: Mary E. McNamara

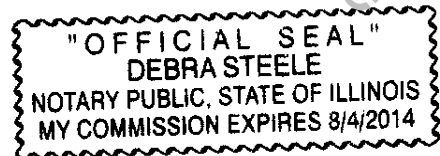
Andria Becker  
Printed name: Andria Becker

Jane E. Thompson  
Printed name: Jane E. Thompson

Being the members of The Lincoln Court Lofts Townhomes

I, Debra Steele, a Notary Public, hereby certify that on Jan 4, 2014 the above members of the Board of The Lincoln Court Lofts Townhomes, which Board members are personally known to me, appeared before me and acknowledged that, as such Board members, they signed this instrument as their free and voluntary act and as the free and voluntary act of said Board for the uses and purposes therein set forth.

By: Debra Steele  
Notary Public









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## **EXHIBIT A** **LEGAL DESCRIPTION**

### **PHASE I:**

#### **Dwelling Parcel – 220A Des Plaines**

Lot 2 in Lincoln Court Loft Townhomes Resubdivision (Phase I) of Lot 23 (Except the North 10 feet thereof) and all of Lot 24 in Bruhn's Subdivision of Block 22 (except the South 68.60 feet thereof) in Railroad Addition to Town of Harlem, being a subdivision of part of the Southeast 1/4 of Section 12, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

#### **Dwelling Parcel – 220B Des Plaines**

Lot 3 in Lincoln Court Loft Townhomes Resubdivision (Phase I) of Lot 23 (Except the North 10 feet thereof) and all of Lot 24 in Bruhn's Subdivision of Block 22 (except the South 68.60 feet thereof) in Railroad Addition to Town of Harlem, being a subdivision of part of the Southeast 1/4 of Section 12, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

#### **Dwelling Parcel – 220C Des Plaines**

Lot 4 in Lincoln Court Loft Townhomes Resubdivision (Phase I) of Lot 23 (Except the North 10 feet thereof) and all of Lot 24 in Bruhn's Subdivision of Block 22 (except the South 68.60 feet thereof) in Railroad Addition to Town of Harlem, being a subdivision of part of the Southeast 1/4 of Section 12, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

#### **Dwelling Parcel – 220D Des Plaines**

Lot 5 in Lincoln Court Loft Townhomes Resubdivision (Phase I) of Lot 23 (Except the North 10 feet thereof) and all of Lot 24 in Bruhn's Subdivision of Block 22 (except the South 68.60 feet thereof) in Railroad Addition to Town of Harlem, being a subdivision of part of the Southeast 1/4 of Section 12, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

#### **Dwelling Parcel – 220E Des Plaines**

Lot 6 in Lincoln Court Loft Townhomes Resubdivision (Phase I) of Lot 23 (Except the North 40 feet thereof) and all of Lot 24 in Bruhn's Subdivision of Block 22 (except the South 68.60 feet thereof) in Railroad Addition to Town of Harlem, being a subdivision of part of the Southeast 1/4 of Section 12, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.



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## **Dwelling Parcel – 220F Des Plaines**

Lot 7 in Lincoln Court Loft Townhomes Resubdivision (Phase I) of Lot 23 (Except the North 10 feet thereof) and all of Lot 24 In Bruhn's Subdivision of Block 22 (except the South 68.60 feet thereof) in Railroad Addition to Town of Harlem, being a subdivision of part of the Southeast 1/4 of Section 12, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

## **PHASE II**

## **Dwelling Parcel – 210A Des Plaines**

Lot 2 in Lincoln Court Lofts Townhomes Resubdivision Phase 2 being a resubdivision of part of Block 22 in the Subdivision of part of the Southeast 1/4 of Section 12, Township 39 North, Range 12 East of the Third Principal Meridian and the North 10 feet of Lot 23 in Bruhn's Subdivision of Block 22 in Railroad Addition to the Town of Harlem, in part of the Southeast 1/4 of Section 12, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

## **Dwelling Parcel – 201B Des Plaines**

Lot 3 in Lincoln Court Lofts Townhomes Resubdivision Phase 2 being a resubdivision of part of Block 22 in the Subdivision of part of the Southeast 1/4 of Section 12, Township 39 North, Range 12 East of the Third Principal Meridian and the North 10 feet of Lot 23 in Bruhn's Subdivision of Block 22 in Railroad Addition to the Town of Harlem, in part of the Southeast 1/4 of Section 12, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

## **Dwelling Parcel – 201C Des Plaines**

Lot 4 in Lincoln Court Lofts Townhomes Resubdivision Phase 2 being a resubdivision of part of Block 22 in the Subdivision of part of the Southeast 1/4 of Section 12, Township 39 North, Range 12 East of the Third Principal Meridian and the North 10 feet of Lot 23 in Bruhn's Subdivision of Block 22 in Railroad Addition to the Town of Harlem, in part of the Southeast 1/4 of Section 12, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

## **Dwelling Parcel – 210D Des Plaines**

Lot 5 in Lincoln Court Lofts Townhomes Resubdivision Phase 2 being a resubdivision of part of Block 22 in the Subdivision of part of the Southeast 1/4 of Section 12, Township 39 North, Range 12 East of the Third Principal Meridian and the North 10 feet of Lot 23 in Bruhn's Subdivision of Block 22 in Railroad Addition to the Town of Harlem, in part of the Southeast 1/4 of Section 12, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

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## **Dwelling Parcel – 210E Des Plaines**

Lot 6 in Lincoln Court Lofts Townhomes Resubdivision Phase 2 being a resubdivision of part of Block 22 in the Subdivision of part of the Southeast 1/4 of Section 12, Township 39 North, Range 12 East of the Third Principal Meridian and the North 10 feet of Lot 23 in Bruhn's Subdivision of Block 22 in Railroad Addition to the Town of Harlem, in part of the Southeast 1/4 of Section 12, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

## **Dwelling Parcel – 210F Des Plaines**

Lot 7 in Lincoln Court Lofts Townhomes Resubdivision Phase 2 being a resubdivision of part of Block 22 in the Subdivision of part of the Southeast 1/4 of Section 12, Township 39 North, Range 12 East of the Third Principal Meridian and the North 10 feet of Lot 23 in Bruhn's Subdivision of Block 22 in Railroad Addition to the Town of Harlem, in part of the Southeast 1/4 of Section 12, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 210 and 220 Des Plaines  
Forest Park, IL 60130

Permanent Index Number: 15-12-430-038-0000  
through and including: 15-12-430-053-0000