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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/28/2015 10:54 AM Pg: 1 of 6

**SECOND AMENDMENT TO
DECLARATION OF
CONDOMINIUM
OWNERSHIP AND OF
EASEMENTS,
RESTRICTIONS AND
COVENANTS AND
DECLARATION OF BY-
LAWS FOR 1506 TOPP
LANE CONDOMINIUM
ASSOCIATION**

**SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS AND DECLARATION OF
BY-LAWS FOR 1506 TOPP LANE CONDOMINIUM ASSOCIATION**

This Second Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and Declaration of By-Laws for 1506 Topp Lane Condominium Association (the "Association");

WITNESSETH:

WHEREAS, the property legally described in Exhibit A hereto was submitted to the Condominium Property Act of the State of Illinois (the "Act") pursuant to a Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and Declaration of By-Laws for 1506 Topp Lane Condominium Association recorded with the Office of the Recorder of Deeds of Cook County, Illinois on June 16, 2003 as Document No. 0316732052 (the "Declaration");

WHEREAS, that certain First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and Declaration of By-Laws for 1506 Topp Lane Condominium was recorded with the Office of the Recorder of Deeds of Cook County, Illinois on February 4, 2013 as Document No. 1303539075 (the "First Amendment");

THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:

Michael Gnesin
Kelleher & Buckley, LLC
102 S. Wynstone Park Drive, Suite 100
North Barrington, IL 60010

COMMON ADDRESS:
1506 Topp Lane
Glenview, IL 60025

PIN #s:
04-26-409-047-1001 through
and including -1005

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WHEREAS, Article XII of the Declaration provides that the provisions of the Declaration may be amended or modified from time to time by action or approval by Unit Owners (as defined in the Declaration) having at least two-third (2/3) of the total vote at a meeting called for that purpose, except as otherwise indicated in and with respect to any other provision in the Declaration;

WHEREAS, the Unit Owners deem it desirable, advisable, and in the best interests of the 1506 Topp Lane Condominium Association to amend the Declaration as more particularly set forth hereinbelow;

WHEREAS, the amendment to the Declaration set forth hereinbelow was approved by Unit Owners having at least two-third (2/3) of the total vote at a special meeting of Unit Owners held on March 4, 2015, and

WHEREAS, a copy of the amendment made to the Declaration in the above and foregoing Second Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and Declaration of By-Laws for 1506 Topp Lane Condominium Association has been mailed by certified mail to all holders of first mortgages on record.

NOW, THEREFORE, the undersigned President of the Board, with the approval by Unit Owners having at least two-third (2/3) of the total vote at a special meeting held on March 4, 2015, does hereby amend the Declaration as follows:

1. TERMS. Terms used herein if not otherwise defined shall have the same meaning as set forth in the Declaration.
2. AMENDMENTS.
 - a. The Declaration is hereby amended by removing, in its entirety, Section C to Article VIII, and replacing it with the following:

“Any Unit within the Association may be leased or rented by the Unit Owner at any given time to a Person which is not a title holder of record for the Unit; provided, however, the title holder of record for the Unit has occupied the Unit for at least twelve (12) months prior to lease commencement date of the Unit; provided, however, the Person has successfully passed and completed a background check acceptable to the Association. Notwithstanding anything herein to the contrary, in the event there are more than five (5) complaints during a twelve (12) month period against the Person who has leased the Unit, the Person shall move out of the Unit and the lease shall be terminated.”

- b. The Declaration is hereby amended by removing, in its entirety, Section D to Article VIII, and replacing it with the following:

“Subject to Section C to Article VIII, all Units within the Association must be occupied by at least one title holder of record for the Unit for at least the first twelve (12) months after the date of purchase of the Unit.”

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3. CONTINUATION. Except as expressly modified herein, all terms and conditions of the Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Second Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and Declaration of By-Laws 1506 Topp Lane Condominium Association to be executed and delivered as of this 16 day of April, 2015.

1506 Topp Lane Condominium Association

By: 

Its President

Attest: X 

Its Secretary

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ~~Eugene Goyette~~ Harish Batra, as President and Secretary, respectively, of 1506 Topp Lane Condominium Association, an Illinois not for profit corporation, personally known to me to be the same persons whose name are subscribed to the foregoing instrument as such President and Secretary appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16 day of APRIL, 2015.



NOTARY PUBLIC



Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

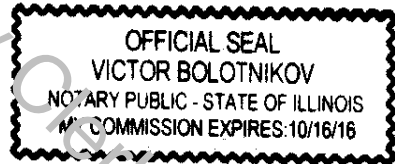
SECRETARY'S AFFIDAVIT

I, Harish K Batra being first on oath duly sworn, depose and state that I am the duly elected Secretary of 1506 Topp Lane Condominium Association, an Illinois not for profit corporation, and I hereby certify (1) that the Second Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and Declaration of By-Laws for 1506 Topp Lane Condominium Association set forth in the above and foregoing Second Amendment was approved by Unit Owners having at least two-third (2/3) of the total vote at a special meeting held on March 4, 2015, and (2) that a copy of the Second Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and Declaration of By-Laws for 1506 Topp Lane Condominium Association has been mailed by certified mail to all lien holders of record.

X Harish Batra

SUBSCRIBED and SWORN to before me
this 16 day of April, 2015.

Victor Bolotnikov
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

Units 1 through 5 in the 1506 Topp Lane Condominium, as delineated on the Plat of Survey of the following described real estate:

Lot 2 in A.J. Topp Sr. Owner's Subdivision of the North 121 feet of the North 5 acres of a 10 acre Lot lying in the Northeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 26, Township 47 North, Range 12, East of the Third Principal Meridian, lying East of Country Road, in Cook County, Illinois.

Which Plat of Survey is attached as Exhibit "A" to the Declaration of Condominium Ownership for 1506 Topp Lane Condominium, recorded June 16, 2003 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 0316732052, as amended from time to time, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Parcel 2:

The exclusive right to the parking space numbers P-1 through P-5, a limited common element "(LCE)", as delineated on the Plat of Survey and the rights and easements for the benefit of Units 1 through 5, respectively, as are set forth in the Declaration; the Grantor reserves to itself, its successors and assigns, the rights and easements as set forth in said Declaration for the remaining land described therein.

PIN #s: 04-26-409-047-1001 through and including -1005

Common Address: 1506 Topp Lane, Glenview, IL 60025