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SECOND AMENDMENT

TO THE

DECLARATION

OF

EASEMENTS, RESTRICTIONS,
COVENANTS AND BY-LAWS FOR THE
HICKORY HILLS COURTS
CONDOMINIUM ASSOCIATION



1812822028

Doc# 1812822028 Fee \$60.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/08/2018 11:13 AM PG: 1 OF 1

WHEREAS, the Declaration of Easements, Restrictions, Covenants and By-Laws for the Hickory Hills Courts Condominium Association was recorded with the Cook County Recorder of Deeds on June 9, 2006 as Document Number 0616032017 (the "Declaration"); and

WHEREAS, the Declaration created the Hickory Hills Courts Condominium Association (the "Association"); and

WHEREAS, the Association is operated and administered by its Board of Directors (the "Board"); and

WHEREAS, the Declaration has been amended from time to time; and

WHEREAS, the Association is concerned about the number of rentals in the Association and the issues that have arisen therefrom; and

WHEREAS, the Board believes that certain modifications to the Declaration enacting a restriction on leasing are in the best interest of the Association to promote the property values, general welfare and administration of the Association; and

WHEREAS, Article XIII, Section 13.7 of the Declaration permits amendments to the Declaration provided they are approved by sixty-seven percent (67%) of the total vote; and

NOW THEREFORE, the following shall be an Amendment to the Declaration of Easements, Restrictions, Covenants and By-Laws for the Hickory Hills Courts Condominium Association:

1. Article XII, Section 12.2 shall be replaced in its entirety and shall state the following:

Section 12.2. LEASING. There shall be no leasing of Units except in compliance with this Section 12.2.

(a) **Definitions.** For purpose of this Section 12.2, the following words shall be defined as follows:

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- i. "Lease" - Any agreement for any type of remuneration between an Owner or someone acting on behalf of an Owner and a third-party in which any third-party will occupy a Unit without the Owner also occupying the Unit as his or her domicile. Without limiting the foregoing any arrangement in which title (legal or equitable) to the Unit does not pass to the purchaser or lessee, including but not limited to lease to own arrangements, any installment contracts, any articles of agreement for deed and/or any similar arrangement in which title does not pass under the agreement, shall be considered a Lease.
- ii. "Immediate Family Member" - An Owner's spouse, widow, children, parents, grand-parents and siblings.

(b) **Occupancy by Immediate Family members.** Units may be Leased if it is being leased or occupied by an Immediate Family Member as his or her domicile. Owners claiming an exemption under this sub-paragraph shall be obligated to provide proof of relationship of the Immediate Family Member to the Board's satisfaction. No Unit shall be occupied by an Immediate Family Member until the Board has approved the occupancy in writing pursuant to this sub-paragraph.

(c) **Grandfathering in Certain Instances.** In the event a Unit is being Leased at the time this Amendment is recorded and provided that the Owner has submitted a copy of the Lease to the Association prior to the adoption of this Amendment and properly complied with any leasing restrictions mandated by the Village of Hickory Hills, the Owner may continue to Lease the Unit until (i) the Owner sells the Unit or (ii) title to the Unit changes, whichever occurs first. At the happening of the first of these events, the Owner shall comply with all provisions of this Amendment.

(d) **Approval to Lease.** Owners seeking a hardship to Lease their Units shall submit a written request to the Board to Lease. The Unit shall not be Leased until the Owner has received express written permission to Lease from the Board or its duly approved committee. The Board or its committee shall respond to a request to Lease within thirty (30) days after receipt of the request.

(e) **Renewals of Leases.** No Lease shall be renewed for any Unit unless and until the Owner has complied with each provision of this Section 12.2.

(f) **Hardship Exemption.** In the event this restriction creates an undue hardship on an Owner, the Board may grant a hardship exemption to an Owner to Lease his or her Unit for a term not to exceed twelve (12) months. If at the end of the term the hardship continues, the Board may grant an additional exemption for up to twelve (12) months. At least sixty days prior to the expiration of each term granted, an Owner seeking an extension of their hardship exemption shall submit a written application for a hardship to the Board. The granting of a hardship is at the sole discretion of the Board, which decision shall be based on the following factors: (i) character and nature of the hardship, (ii) the actions taken by the Owner to resolve the hardship by means other than Leasing the Unit and (iii) whether the hardship was the result of actions taken by the Owner or his or her family.

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(g) **Presumption Against Hardship.** An Owner who has purchased a Unit within the immediately preceding twelve (12) months is presumed to not have experienced a hardship. This presumption is rebuttable.

(h) **Written Leases.** All leases authorized by this Section 12.2 shall be in writing.

(i) **Submission of Leases and Documentation to the Association.** Owners leasing their Units in compliance with this Section 12.2 must submit a fully executed copy of the Lease with the tenant within 10 days after the Lease is signed or the date of occupancy, whichever occurs first. The Owner must submit a copy of the Lease with the required Rider and Occupancy Information. The Owner must also pay any leasing fees required by the Rules and Regulations.

(j) **Association's Right to Lease Pursuant to Forcible Entry and Detainer Act.** On behalf of all Owners, the Association shall be entitled to take possession of Units within the Association and may Lease them to a tenant for the purpose of collecting unpaid assessments, late fees, costs, attorneys' fees and other charges properly levied against the Owners pursuant to and in compliance with the Forcible Entry and Detainer Act.

(k) **Compliance with Municipal Ordinances.** Owners Leasing and/or desiring to Lease their Units in compliance with this Section 12.2 shall comply with all applicable ordinances of the Village of Hickory Hills, Cook County, and other applicable governmental entities.

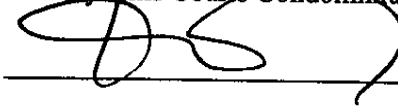
(l) **Violations of the Association's Governing Documents and These Rules.** In the event an Owner permits his or her Unit to be Leased or become Non-Owner Occupied in violation of this Paragraph or if the Owner or occupants otherwise violate the provisions of this Declaration, the Rules and Regulations or other applicable law, the Board, after service of a 10-day notice by certified mail and regular mail and the failure of the occupants to vacate the Unit within such 10-day period, may initiate a forcible entry and detainer action against the occupants and the Owner. In addition, the Board may seek a restraining order, mandatory injunction or other remedy against the occupant and the Owner to prevent the Unit from continuing to be Leased or occupied by the occupants. All expenses, including but not limited to attorneys' fees, costs and expenses incurred pursuant to the Association's management contract, incurred by the Association to enforce this provision or any other provision in the Declaration, By-Laws or Rules and Regulations against an Owner and/or the occupant of the Owner's Unit shall be assessed to the Owner of said Unit and if such expenses are not paid, shall be the personal obligation of the Owner and a lien on the Unit and may be collected using any and all of the Association's remedies as provided under the law and this Declaration.

This Amendment shall be effective upon it being recorded.

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IN WITNESS WHEREOF, the undersigned, members of the Board of Directors approve execute this Amendment as the official act of the Association.

Hickory Hills Courts Condominium Association





Dated this 4 day of May, 2018

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EXHIBIT A

TO THE SECOND AMENDMENT OF DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE HICKORY HILLS COURTS CONDOMINIUM ASSOCIATION

LEGAL DESCRIPTION OF THE DEVELOPMENT AREA

LOT 1 IN ALEXANDRAS SUBDIVISION, BEING A RESUBDIVISION IN PART OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JUNE 9, 2006, AS DOCUMENT #06-16032017 IN COOK COUNTY, ILLINOIS

AND

LOT 1 IN COUNTRY VIEW SUBDIVISION OF LOT 26 IN ROBERT BARTLETT'S WOODLAWNS PARK, BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN's: 18-35-309-017 and part of -018, and
18-35-308-036

This Instrument Prepared By and After Recording Return to:

Cervantes Chatt & Prince P.C.

Attn: Rachel M. Nagrant
16W343 83rd Street, Suite A
Burr Ridge, IL 60527

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STATE OF ILLINOIS)

COUNTY OF COOK)

CERTIFICATION AND AFFIDAVIT

The undersigned, being the President and Secretary of the Board of Directors of The Hickory Hills Courts Condominium Association hereby certify and aver that the following statements are true and correct:

1. That they are over the age of 18 and of sound mind.
2. That Owners holding at least sixty-seven percent (67%) of the total votes of the Association have approved this Second Amendment to the Declaration.
3. That this Second Amendment to the Declaration was sent to all Mortgagees by certified mail on February 14, 2018, which date is at least 10 days prior to the signing of this affidavit
4. That First Mortgagees holding at least sixty-seven percent (67%) have approved this change by ballot or implication.

FURTHER AFFIANTS SAYETH NAUGHT

By: [Signature]

Its: President

Date: 3/29/18

By: [Signature]

Its: Secretary

Date: 3/29/18

Subscribed and sworn to before me on this 29th day of March, 2018.

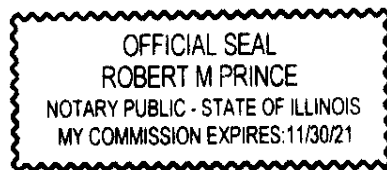
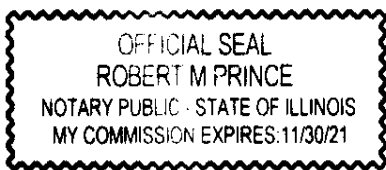
Subscribed and sworn to before me on this 29th day of March, 2018.

[Signature]

Notary Public

[Signature]

Notary Public



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HICKORY HILLS COURTS CONDOMINIUM ASSOCIATION BALLOT FOR SECOND AMENDMENT TO DECLARATION

The Undersigned Owner and Member of the Hickory Hills Courts Condominium Association hereby acknowledge receipt of and vote as follows for the Second Amendment to Declaration of Easements, Restrictions, Covenants and By-Laws for the Hickory Hills Courts Condominium Association:

In favor of said Amendment
 Against said Amendment

Stan Zacharstki
Owner Name (printed)

Stan Zacharstki
Owner Signature

8650 S. 84th Ct. #1B
Address

2/21/18
Date

3.50%

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HICKORY HILLS COURTS CONDOMINIUM ASSOCIATION BALLOT FOR SECOND AMENDMENT TO DECLARATION

The Undersigned Owner and Member of the Hickory Hills Courts Condominium Association hereby acknowledge receipt of and vote as follows for the Second Amendment to Declaration of Easements, Restrictions, Covenants and By-Laws for the Hickory Hills Courts Condominium Association:

In favor of said Amendment
 Against said Amendment

SOUTH GILSON LLC
 Owner Name (printed)


 Owner Signature

Multiple
 Address

2/21/18
 Date

8424 - 1A	3.17%
8424 - 1B	3.12%
8424 - 1C	3.22%
8424 - 2A	3.17%
8424 - 2C	3.22%
8424 - 3A	3.17%
8424 - 3B	3.17%
8424 - 3C	3.22%
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	25.46%

8635 - 1A	3.17%
8635 - 1B	3.11%
8635 - 1C	3.22%
8635 - 2A	3.17%
8635 - 2B	3.17%
8635 - 2C	3.22%
8635 - 3A	3.17%
8635 - 3B	3.17%
8635 - 3C	3.22%
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	28.62%

8650 - 1A	3.50%
8650 - 2B	3.60%
8650 - 3A	3.60%
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	10.70%

Total: 64.78%

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HICKORY HILLS COURTS CONDOMINIUM ASSOCIATION BALLOT FOR SECOND AMENDMENT TO DECLARATION

The Undersigned Owner and Member of the Hickory Hills Courts Condominium Association hereby acknowledge receipt of and vote as follows for the Second Amendment to Declaration of Easements, Restrictions, Covenants and By-Laws for the Hickory Hills Courts Condominium Association:

In favor of said Amendment

Against said Amendment

ANNA SAKARIAT
Owner Name (printed)

Anna Sakariat
Owner Signature

8650 S. 84th St # 1C
Address

02/23/18
Date

HICKORY HILLS

3.45%

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HICKORY HILLS COURTS CONDOMINIUM ASSOCIATION BALLOT FOR SECOND AMENDMENT TO DECLARATION

The Undersigned Owner and Member of the Hickory Hills Courts Condominium Association hereby acknowledge receipt of and vote as follows for the Second Amendment to Declaration of Easements, Restrictions, Covenants and By-Laws for the Hickory Hills Courts Condominium Association:

In favor of said Amendment

Against said Amendment

DARIUSZ GASIOR
Owner Name (printed)

Dariusz Gasior
Owner Signature

8650 S. 84th Ct / unit 26
Address

02.20
Date

3.60%

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HICKORY HILLS COURTS CONDOMINIUM ASSOCIATION
BALLOT FOR SECOND AMENDMENT TO DECLARATION

The Undersigned Owner and Member of the Hickory Hills Courts Condominium Association hereby acknowledge receipt of and vote as follows for the Second Amendment to Declaration of Easements, Restrictions, Covenants and By-Laws for the Hickory Hills Courts Condominium Association.

In favor of said Amendment
 Against said Amendment

KRYSTYNA KRUKOFTAK Krystyna Krukofel
Owner Name (printed) Owner Signature

8650 S. 84TH CT #20 HICKORY HILLS 02/21/2018
Address Date

360%

HICKORY HILLS COURTS CONDOMINIUM ASSOCIATION

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HICKORY HILLS COURTS CONDOMINIUM ASSOCIATION BALLOT FOR SECOND AMENDMENT TO DECLARATION

The undersigned, mortgagee, hereby acknowledges receipt of and vote as follows for the Second Amendment to the Declaration of Easements, Restrictions, Covenants, and Bylaws for the Hickory Hills Courts Condominium Association:

In favor of said Amendment

Against said Amendment

1 vote cast per unit

Pertaining to units:

8635 S 84th Ct., Hickory Hills IL 60457

- ~~1N 1A~~
- ~~1S 1B~~
- ~~1E 2A~~
- ~~2N 2B~~
- ~~2S 2C~~
- ~~2C 3A~~
- ~~3N 3B~~
- ~~3S 3C~~
- 3E 1C

TRUMP COMMUNITY BANK
Name of Mortgagee (Bank)

[Signature]
Authorized Signature

1/31/18
Date

Property of Cook County Clerk's Office