

UNOFFICIAL COPY



2116657022

P4797.001 3/2/21 JCV - 5th

Doc# 2116657022 Fee \$77.00

**AMENDMENT TO
DECLARATION OF PARTY
WALL RIGHTS, COVENANTS,
CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR
HIGHLAND BROOK
TOWNHOUSE ASSOCIATION,
INC.**

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 06/15/2021 11:50 AM PG: 1 OF 14

THIS AMENDMENT to the Declaration of Party Wall Rights, Covenants, Conditions, Easements and Restrictions for Highland Brook Townhouse Association, Inc. is made and entered into this 23RD day of MARCH, 2021.

WHEREAS, there has heretofore been recorded a Declaration of Party Wall Rights, Covenants, Conditions, Easements and Restrictions for Highland Brook Townhouse Association, Inc. (hereinafter referred to as "Declaration"), which Declaration was recorded in the Office of the Recorder of Deeds, Cook County, Illinois on May 19, 1997 as Document No. 97351142.

WHEREAS, the Declaration at Article 12.05 had a provision for amending the Declaration which provision provides as follows:

12.05 Amendment. Except as provided herein, the provisions of this Declaration may be amended by an instrument executed by Owners of not less than seventy-five (75%) of the Units then subject to the provisions of this Declaration except that: (i) prior to September 1, 1995, no amendment shall be effective without the written consent of Developer; and (ii) no provision which affects or relates to the rights, privileges or interest of the Declarant or Developer may be amended without their respective written consents. Notwithstanding the foregoing, Developer reserves the right from time to time as long as Declarant owns a Unit subject to the terms hereof, to amend this Declaration in such manner as may be necessary to correct clerical errors in this Declaration or as may be required by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans's Administration, or any other governmental agency or any other public, quasi-public or private entity which

This Instrument Prepared by and Return to:
John C. Voorn
Hiskes, Dillner, O'Donnell, Marovich
& Lapp, Ltd.
10759 W. 159th Street, Suite 201
Orland Park, IL 60467
Phone: 708-403-5050

Common Address:
88th Avenue and Crystal Creek Drive
Orland Park, IL 60462

PIN's: See Exhibit B

RECORDING FEE 0 77-
DATE 6/15/21 COPIES 6x
OK BY RVBTD

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performs (or may in the future perform) functions similar to those currently performed by such organizations, or any institutional lender issuing a percent (20%) or more of the Units located in the Existing Property or any portion of the Additional Property; provided that no such amendment by Developer shall reduce the rights of any mortgagee with respect to any first mortgage on a Unit recorded prior to such amendment, without such first mortgagee's written consent. Further, notwithstanding the foregoing, until Developer ceases to have the right to appoint one or more members of the Board, Developer shall have the right to modify or amend this Declaration so long as such modifications and amendments shall not materially impair the rights of Owners. If furtherance of the foregoing reservation by Developer, a power coupled with an interest is hereby granted to the Declarant and the Developer, and each of them singly, as attorney-in-fact, to so amend this Declaration and each deed, mortgage or other instrument with respect to a Unit and the acceptance thereof shall be deemed a grant and acknowledgment of and consent to such power to each of said attorneys-in-fact and shall be deemed to reserve to each of them the power to execute and record such amendments. No amendment shall be effective until recorded in the Office of the Recorder of Deeds of Cook County, Illinois. Emphasis Added.

WHEREAS, the town home owners in the Association consist of the members of an Illinois Not-For-Profit Corporation (hereinafter referred to as "Association" or in the alternative the "Corporation") referred to as the Highland Brook TownHouse Association, Inc.

WHEREAS, the Association is governed by its Board of Directors who are elected by the town home owners.

WHEREAS, the Board of Directors and the unit owners have determined that an Amendment to the Declaration will benefit the safety and well fair of the members of the Association.

WHEREAS, the Board and the unit owners are concerned that a proliferation of rental units in the town home development could lead to an overall decline in the upkeep of the rental units with the result that the town home units could be adversely affected in terms of marketability and resale in the future.

WHEREAS, the Declarant and the Developer had previously recorded Amendments to the Declaration which added additional town house units to the Declaration.

WHEREAS, the Declaration in Article 11 provided for the leasing of units as follows:

Article 11. Lease of Units. Any lease agreement between and Owner and a Lessee shall be in writing and be for a period of not less than one year for a minimum of one year and shall provide that the terms of such lease are subject to, and such lessee shall comply with, the provisions of this Declaration and the Articles of Incorporation, By-laws and rules and regulations of the Association

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and that failure by the lessee to comply with the terms of such documents, rules and regulations shall be a default under said lease. Other than the foregoing, there is no restriction on the right of any Owner, including Declarant, to lease any Unit it owns.

WHEREAS, the Board and the owners seek to amend Article 11 in the Declaration.

WHEREAS, the Board and the unit owners also believe it is necessary to amend the Amendment Provision as it makes reference to the rights of the Declarant and Developer which are no longer operative as the Declarant and Developer have no ownership interest in the town house development.

NOW THEREFORE, Article 11 of the Declaration providing for the leasing of units is hereby deleted in its entirety and the following is substituted in its place:

Article 11. Prohibition of Leasing.

1. Each owner shall occupy and use their unit as a private dwelling for himself/herself and his immediate family members. (See ¶2 Below) Said occupancy shall comply with all local and state ordinances and regulations. Renting, subleasing or leasing of units, assignment of rents, installment contracts or transfer of units where legal title does not change hands are prohibited, regardless of whether rent or monies are paid or not, except as hereinafter provided.
2. Any and all leases and installment contracts or other transfers of units, where legal title does not transfer hands, in force prior to the effective date of this Declaration Amendment are not affected by ¶1 and any and all owners renting or leasing their unit or any and all owners who entered into an installment contract prior to the effective date of this Declaration Amendment shall not be prohibited from renting or leasing their unit to new tenants or renewing their existing leases or entering into new installment contracts; however, once title to the unit changes hands, all applicable leases and installment contracts are terminated and no renewal of an existing lease or installment contract or execution of a new lease or installment contract or other transfers of units where legal title does not change hands shall be signed by the new title holder. The provisions of this article shall not apply to the rental or leasing or installment contracts to the immediate family members of the owners. Immediate family member shall be defined as parents, sisters/brothers, step-children and children. In addition, the provisions of this article shall not apply to the Board's right to rent a unit under the Illinois Forcible and Detainer Act a/k/a The Eviction Act where the Board has been granted possession of the unit by Court Order or where the Board has been transferred possession to the unit by the town house owner.

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3. Copies of all leases and installment contracts or any other proof of transfer of a unit presently in effect must be in writing and must be submitted to the Board within thirty (30) days of the effective date of this Declaration Amendment. Each owner entering into a lease or installment contract unconditionally guarantees to the Association and to the owners that his/her respective lessees or contract purchasers will faithfully abide by the provisions of the Declaration, as amended, the By-Laws and Rules and Regulations of the Association. In the event that any lessee or contract purchaser fails to do so, the responsible owner shall promptly indemnify the Association and the owners for all loss caused thereby and the owner shall take appropriate action in the matter to correct such failure, including the termination of tenancy and contract and judicial proceedings. If any owner fails to take such action, the Association may do so at its own behalf or in the owners name.
4. If any lease or installment contract or transfer of a unit without legal title changing hands is made or attempted by any owner without complying with the foregoing provisions, such lease and installment contract shall be subject to each and all the rights and remedies of the Board hereunder and each and all of the remedies and actions available to the Board hereunder or at law or in equity in connection therewith. If the Board is required to enforce or break such lease or installment contract, the Board is permitted to take whatever legal action is necessary, including charging back all attorney's fees and court costs against the Lessor's or contract seller's account as a special assessment.
5. As to permitted leases, no unit shall be made subject to a lease or installment contract under which less than the entire unit is leased or which the unit is leased for a term of less than one (1) year. No unit shall be leased by an owner for hotel or transient purposes and no portion of a unit which is less than the entire unit shall be leased. Each lease of any one or more units shall be in writing and a copy of every such lease, as and when executed, shall be bound by and subject to all the obligations under the Declaration and By-Laws of the owner making such lease and the failure of the lessee to comply therewith shall constitute a default under the lease which shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. A unit owner making such lease shall not be relieved thereby from any of said obligations.

NOWHEREFORE, Article 12.05 of the Declaration providing for amendment is deleted in its entirety and the following is substituted in its place:

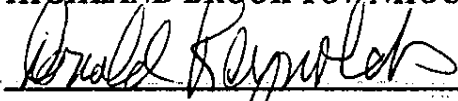
- 12.05 Amendment. The provisions of the Declaration may be amended by an instrument executed by owners of not less than seventy-five percent (75%) of the units then subject to the provisions of the Declaration. Notwithstanding

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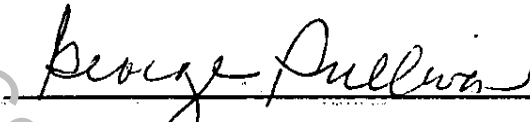
the foregoing, the Board by a two-thirds (2/3rds) vote, without a membership vote, has the right and authority to amend the Declaration to conform it with the applicable law, to correct any error, omission or inconsistency with applicable law or to correct a scrivener's error. Any Amendment shall become effective upon being recorded in the Office of the Recorder of Deeds, Cook County, Illinois.

The provisions of this Amendment shall govern to the extent of any inconsistent provisions in the Declaration, as previously amended.

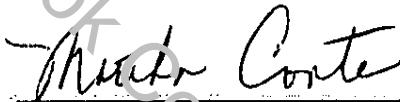
**THE BOARD OF DIRECTORS
HIGHLAND BROOK TOWNHOUSE ASSOCIATION, INC.**



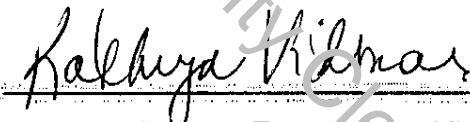
Donald Reynolds, President and Director



George Sullivan, Vice President and Director



Martha Conte, Secretary and Director



Katheryn Vidmar, Treasurer and Director



Raymond Galassi, Director

Property of Cook County Clerk's Office

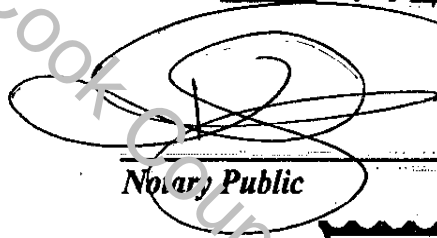
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

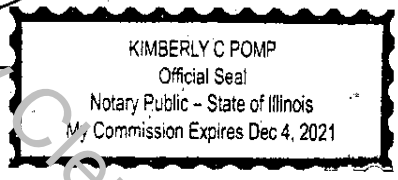
ACKNOWLEDGMENT

Kimberly C. Pomp, a Notary Public in and for the above County and State, does hereby certify that Donald Reynolds, President, George Sullivan, Vice President, Martha Conte, Secretary, Katheryn Vidmar, Treasurer and Raymond Galassi, ^{DIRECTOR} are all the members of the Board of Directors of the Highland Brook Townhouse Association, Inc., an Illinois not-for-profit corporation, and they are personally known to be the same persons whose names are subscribed to this instrument as said Board of Directors and they appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as the free and voluntary act of the Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of March, ~~2020~~ 2021


Notary Public

My commission expires: 12.4.21



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EXHIBIT "A"

LEGAL DESCRIPTION OF TOWN HOUSE UNITS

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, and 17 in Highland Brook being a subdivision of part of the West ½ of the Northwest ¼ of the Northwest ¼ of Section 23, Township 36 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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EXHIBIT "B"

PIN's APPLICABLE TO UNITS

PIN

27-23-119-007

27-23-119-008

27-23-119-009

27-23-119-010

27-23-119-020

27-23-119-021

27-23-119-022

27-23-119-017

27-23-119-015

27-23-119-014

27-23-119-013

27-23-119-012

27-23-118-009

27-23-118-010

27-23-118-011

27-23-118-014

27-23-118-013

27-23-118-015

27-23-118-017

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CHICAGO, IL 60602-1387

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27-23-118-018

27-23-118-019

27-23-118-021

27-23-118-022

27-23-118-023

27-23-118-024

27-23-118-030

27-23-118-031

27-23-118-032

27-23-118-033

27-23-118-026

27-23-118-027

27-23-102-017

27-23-102-018

27-23-102-019

27-23-102-020

27-23-102-022

27-23-102-023

27-23-102-024

27-23-102-025

27-23-102-027

27-23-102-028

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27-23-102-029

27-23-102-030

27-23-102-032

27-23-102-033

27-23-102-034

27-23-102-035

27-23-102-036

COMMON AREA PINS

27-23-119-023

27-23-119-018

27-23-119-019

27-23-118-020

27-23-118-016

27-23-118-012

27-23-118-029

27-23-118-034

27-23-118-025

27-23-102-021

27-23-102-037

27-23-102-031

27-23-102-026

27-23-118-007

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RECORDING DIVISION
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CHICAGO, IL 60602-1387

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27-23-118-008 - Lot 17

27-23-118-007 - Lot 16

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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CHICAGO, IL 60602-1387

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EXHIBIT "C"

APPROVAL OF OWNERS

Address of Unit	Signature of Owner
X 8736 Crystal Creek, Orland Park, IL 60462	Russell M. Hoff
8734 Crystal Creek, Orland Park, IL 60462	
8732 Crystal Creek, Orland Park, IL 60462	Teresa A. [Signature]
8730 Crystal Creek, Orland Park, IL 60462	George Pullen
8724 Crystal Creek, Orland Park, IL 60462	
No 8722 Crystal Creek, Orland Park, IL 60462	
8720 Crystal Creek, Orland Park, IL 60462	Dora [Signature]
8744 Crystal Creek, Orland Park, IL 60462	Mary K. Koopman
8746 Crystal Creek, Orland Park, IL 60462	Susan Moran
X 8748 Crystal Creek, Orland Park, IL 60462	Bonnie [Signature]
X 8750 Crystal Creek, Orland Park, IL 60462	Alicia [Signature]
8741 Crystal Creek, Orland Park, IL 60462	Peter [Signature]
8743 Crystal Creek, Orland Park, IL 60462	Margaret [Signature]
8745 Crystal Creek, Orland Park, IL 60462	Margaret & Linda Johnson
8731 Crystal Creek, Orland Park, IL 60462	John [Signature]
8735 Crystal Creek, Orland Park, IL 60462	[Signature]
8737 Crystal Creek, Orland Park, IL 60462	Marilyn M. [Signature]
8721 Crystal Creek, Orland Park, IL 60462	Mawdlyn [Signature]
No 8723 Crystal Creek, Orland Park, IL 60462	
8725 Crystal Creek, Orland Park, IL 60462	Cleen J. Zagalle
8708 Trinity, Orland Park, IL 60462	
8704 Trinity, Orland Park, IL 60462	Nelson [Signature]
8706 Trinity, Orland Park, IL 60462	

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Address of Unit	Signature of Owner
8702 Trinity, Orland Park, IL 60462	[Signature]
8701 Powers Court, Orland Park, IL 60462	[Signature]
8703 Powers Court, Orland Park, IL 60462	
8705 Powers Court, Orland Park, IL 60462	
8707 Powers Court, Orland Park, IL 60462	Valens Valences
8706 Powers Court, Orland Park, IL 60462	Lynette Carlson
8704 Powers Court, Orland Park, IL 60462	
8702 Powers Court, Orland Park, IL 60462	Bruce + Ursula Bitterborn
8753 Trinity, Orland Park IL 60462	X Giordanna Adams
8751 Trinity, Orland Park, IL 60462	Martha Conte
8749 Trinity, Orland Park, IL 60462	A. Gary Galasie
8747 Trinity, Orland Park, IL 60462	Ronald Repulski
8737 Golden Rose, Orland Park, IL 60462	[Signature]
8735 Golden Rose, Orland Park, IL 60462	John Marie Huber
8733 Golden Rose, Orland Park, IL 60462	
8731 Golden Rose, Orland Park, IL 60462	Marys Nowoluecki
8747 Golden Rose, Orland Park, IL 60462	Thom + Dawn
8745 Golden Rose, Orland Park, IL 60462	Kathleen J. Kockoski
8743 Golden Rose, Orland Park, IL 60462	[Signature]
8741 Golden Rose, Orland Park, IL 60462	- Ellen Treacy
8740 Golden Rose, Orland Park, IL 60462	John Kuehl
8742 Golden Rose, Orland Park, IL 60462	Marys Bittel
8744 Golden Rose, Orland Park, IL 60462	EZZAT KARVAS
8746 Golden Rose, Orland Park, IL 60462	Christine Code

8748 GOLDEN ROSE
ORLAND PK 60462

X

John M. Hengler

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AFFIDAVIT

State of Illinois)
) SS
 County of Cook)

Martha Conte, the undersigned, being the Secretary of the Highland Brook Condominium Association, Inc., an Illinois not-for-profit corporation, having been first duly sworn on her oath deposes and states that the above Amendment to the Declaration was approved by all the Board of Directors and the unit owners whose votes in the aggregate exceeded seventy-five percent (75%) of the total votes and those owners have indicated their approval by affixing their signature on Exhibit C.

Martha Conte

MARTHA CONTE, Secretary

Subscribed and sworn to me this 12th day of April, 2021.

Annette Roebuck

Notary Public

My commission expires: 10-28-22

