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COOK COUNTY RECORDER

AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF
EASEMENTS, RESTRICTIONS, COVENANTS
FOR
TALCOTT HOUSE CONDOMINIUM ASSOCIATION

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws") for TALCOTT HOUSE CONDOMINIUM ASSOCIATION (hereafter the "Association"), which Declaration was recorded on March 2, 1972 as Document No. 218427476 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 hereof.

This Amendment is adopted pursuant to the provisions of Article XIII, Section 7 of the aforesaid Declaration. Said section provided that this Amendment, the text of which is set forth below, shall become effective upon recordation 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 signed and acknowledged by the Board of Directors of TALCOTT HOUSE CONDOMINIUM ASSOCIATION (the "Board") approved by at least THREE-FOURTHS (3/4THS) vote of the Unit Owners, and provided further that it contains an affidavit by an officer of the Board, certifying that a copy of the change has been sent by certified mail to all mortgagees, having bona fide liens of record against any Unit ownership, not less than ten (10) 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 Illinois Condominium Property Act, and

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MJM

RECORDING FEE \$ 33.00
DATE 6/30/97 COPIES 6
BY JW

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WHEREAS, the Board and the Owners desire to amend the Declaration in order to restrict rental, leasing or subleasing of units with some exceptions; and

WHEREAS, the amendment has been approved in writing by the acknowledged signatures of all Board members and by at least three-fourths (3/4) vote of the Unit Owners, in compliance with Article XIII, Section 7 of the Declaration, and due notice having been provided to mortgagees holding bona fide liens or record against any unit ownership;

NOW, THEREFORE, the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants for TALCOTT HOUSE CONDOMINIUM ASSOCIATION is hereby amended in accordance with the text which follows (Additions in text are indicated by blocked, deletions by ~~strikeouts~~):

ARTICLE VII.

SALE, LEASING OR OTHER ALIENATION

1. Sale or Lease: Any owner other than the DECLARANT who wishes to sell ~~or lease~~ his Unit Ownership (~~or any lessee of any Unit wishing to assign or sublease such Unit~~) to any person not related by blood or marriage to the owner shall give to the Board not less than thirty (30) days prior written notice of the terms of any contemplated sale ~~or lease~~, together with the name and address of the proposed purchaser ~~or lessee~~. The members of the Board and their successors in office, acting on behalf of the other unit owners shall at all times have the first right and option to purchase ~~or lease~~ such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, the owner (or lessee) may, at the expiration of said thirty day period and at any time within sixty (60) days after the expiration of said period, contract to sell ~~or lease~~ (~~or sublease or assign~~) such unit ownership to the proposed purchaser ~~or lessee~~ named in such notice upon the terms specified therein.

Each Unit Owner shall occupy and use such Unit as a private dwelling for himself and his immediate family. Said occupancy shall comply with all local and state ordinances and regulations. Rental, leasing or Subleasing of Units is prohibited, except as herein provided. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may, but is not required to grant permission to a Unit Owner to lease his/her Unit for a period of not less than six (6) consecutive months nor more than twelve (12) months on such other reasonable terms as the Board may establish. Such permission may be granted by the Board of Directors only upon written application by the Unit Owner to the Board. The Board of Directors shall respond to each application in writing within thirty (30) days of

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submission thereof. The Board of Directors has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease, provided, however, that in no event shall any Unit Owner be permitted to lease, rent or sublease such Unit for more than twelve (12) consecutive months. The Board's decision shall be final and binding. Any option to purchase or other contract to purchase a unit which does not provide for an immediate transfer of title to the party in possession shall be deemed a lease under this amendment and subject to this Amendment.

Any units which are leased to renters on the date of adoption of this Amendment, shall not be effected by this Amendment for a period of thirty six (36) months, provided, however, that in the event title to a Unit changes hands, leasing of the unit shall immediately be prohibited. After the expiration of the thirty six (36) month period, all units must comply with the provisions of this Amendment. This Amendment does not affect the Board's right to rent a Unit under the Forcible Entry and Detainer Act or a first mortgagor's right to rent a unit under the provisions of the Illinois Mortgage Foreclosure Act. This Amendment was adopted on the 5th day of May, 1997.

2. Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

This instrument Was Prepared By:

Laurel L. Hart
BICKLEY, HART & GARDNER, P.C.
117 E. Schaumburg
Schaumburg, IL 60193
(847) 584-0360

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STATE OF ILLINOIS)

COUNTY OF COOK)

We, the undersigned, are all the members of the BOARD OF MANAGERS OF TALCOTT HOUSE CONDOMINIUM ASSOCIATION established by the aforesaid Declaration of Condominium, and by our signatures below, we hereby execute and acknowledge the foregoing amendment to the Declaration.

EXECUTED AND ACKNOWLEDGED this 20th day of May, 1997.

Harold Spaak
Harold Spaak, President
Guy Morfaro
Guy Morfaro, Vice-President
Virginia Morfaro
Virginia Morfaro, Secretary
Grego Schmitt
Grego Schmitt, Treasurer
Lucille Lund
Lucille Lund, Member-at-Large

(Corporate)

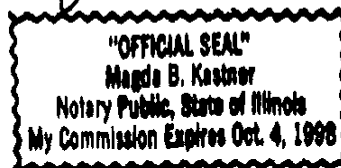
(Seal)

Being all the members of the
Board of Managers of
Talcott House Condominium
Association

I, MAGDA B. KASTNER, a Notary Public, hereby certify that on the above date the Board of Managers of Talcott House Condominium Association, 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: Magda B. Kastner

Notary Public



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CERTIFICATION AS TO UNIT OWNERS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

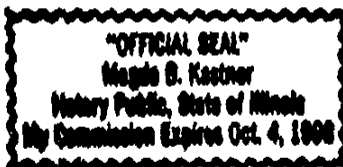
I, Virginia Moriarity, state that I am the Secretary of the BOARD OF MANAGERS OF TALCOTT HOUSE CONDOMINIUM ASSOCIATION, and hereby certify that the persons whose names are subscribed to the foregoing instrument represent the Owners having at least 3/4ths of the total vote.

BY:

Virginia Moriarity
Secretary

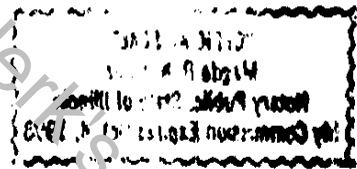
SIGNED and SWORN to before
me on May 20, 1997
by

Magda B. Kastner
Notary Public



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AFFIDAVIT AS TO MORTGAGEES

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

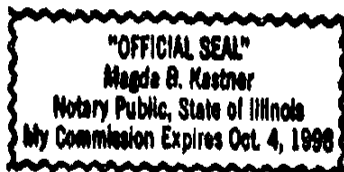
I, Virginia Moriarity, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of Talcott House Condominium Association and that pursuant to Article XIII, Section 7 of the Declaration, written notice of the foregoing amendment has been sent by certified mail to all First Mortgagees having bona fide liens of record against any unit in the aforesaid condominium. The identity of said mortgagees was obtained by reference to the insurance record of the condominium, tract searches, and/or by information solicited and received from the unit owners in the condominium.

Attached hereto is a list of all mortgagees to whom written notice has been sent.

Virginia Moriarity
Secretary of Talcott House Condominium
Association

SIGNED and SWORN to before
me on May 20, 1997
by _____

Magda B. Kastner
Notary Public



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LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

Unit 1A1, Unit 1A2, Unit 1B1, Unit 1B2, Unit 1C, Unit 1D, Unit 1E1, Unit 1E2, Unit 1F1, Unit 1F2, Unit 1G, Unit 2A1, Unit 2A2, Unit 2B1, Unit 2B2, Unit 2C, Unit 2D, Unit 2E1, Unit 2E2, Unit 2F1, Unit 2F2, Unit 2G in 2300 Talcott Road, in the Talcott House Condominium as delineated on a plat of survey for the following described real estate:

Part of the Northwest 1/4 of Section 24, Township 41 North, Range 12 East of the third principal meridian, which survey is attached as Exhibit "C" to the Declaration of Condominium recorded as Document No. 21827476 together with its undivided percentage interest in the common elements in Cook County, Illinois

COMMONLY KNOWN AS 2300 TALCOTT ROAD, PARK RIDGE, ILLINOIS

PIN NUMBERS: 09-34-101-027-1001 THROUGH 1022

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