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COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

DECLARATION AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
HICKORY HEIGHTS CONDOMINIUM ASSOCIATION, UNIT NO. 1

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and for Easements, Restrictions and Covenants (hereafter the "Declaration") for the HICKORY HEIGHTS CONDOMINIUM ASSOCIATION, UNIT NO. 1 (hereafter the "Association"), which Declaration was recorded on December 28, 1973 as Document Number T-2733639 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 XIV, Paragraph 7 of the aforesaid Declaration. Said section provides 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 Managers of the HICKORY HEIGHTS CONDOMINIUM ASSOCIATION, UNIT NO. 1, signed and acknowledged the owners having at least three-fourths (3/4) of the total vote and further provided 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.

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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;

WHEREAS, the Board and Owners desire to amend the Declaration in order to restrict renting or leasing of units with some exceptions and limit the number of dogs and cats permitted on the Association's property; and

WHEREAS, the Amendment has been approved by an instrument executed by the owners having at least three-fourths (3/4) of the total vote, in compliance with Article XIV, Paragraph 7 of the Declaration;

NOW, THEREFORE, the Declaration of Condominium Ownership and By-Laws and Easements, Restrictions and Covenants for HICKORY HEIGHTS CONDOMINIUM ASSOCIATION, UNIT NO. 1 is hereby amended in accordance with the text which follows (Additions in text are indicated by underline; deletions by strike outs):

1. Article VII (e)

No animals, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred or kept in any unit or in the common element, except that dogs, cats, or other household pets may be kept in units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days' written notice from the Board.

Notwithstanding the foregoing, no more than one (1) dog weighing no more than sixty-five (65) pounds OR no more than two (2) cats, no combination thereof, is permitted to be kept in one (1) unit or brought onto the common elements by the owner(s) of one (1) unit. Those dog(s) or cat(s) living in a unit prior to the effective date of this Declaration Amendment shall be allowed to remain on the Association's property until the death of the excess dog(s) or cat(s) or if the pet is otherwise removed from the unit; provided further that such pet is not replaced after the death or removal and the pet does not cause or create a nuisance or unreasonable disturbance. This prohibition of the number of pets shall not apply to seeing eye dogs or other specially trained animals which will afford a handicapped person equal opportunity to use and enjoy a unit and the common elements.

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All pets living in a unit prior to the effective date of this Declaration Amendment must be registered with the Association within thirty (30) days form the effective date of this Declaration Amendment. The registration procedures shall be outlined in the Association's Rules and Regulations.

Any unit owner who keeps or maintains a pet upon the Association's property pursuant to this paragraph, shall be deemed to have indemnified and agreed to hold harmless the Association, each unit and unit owner free and harmless from any loss, claim or liability of any kind or character whatsoever arising by reason of keeping or maintaining such animal with the Association.

2. Article VIII

1. Sale or Lease. Any owner other than the Trustee who wishes to sell ~~or lease~~ his unit ownership ~~(or any lessee or 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 no 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.

(i) Each Unit Owner shall occupy and use such Unit as a private dwelling for himself/herself and his/her immediate family. Said occupancy shall comply with all local, state and federal ordinances and regulations. Renting, leasing, subleasing, assignment of rents, or transfers of Units where legal title does not change hands are prohibited. All Owners desiring to lease, rent or enter into an assignment of rents or otherwise transfer property where legal title does not change hands for his/her Unit, regardless of whether monies are paid or not, must follow the procedures as set forth herein.

(ii) Any and all leases, or assignments of rents or other transfers of property where legal title does not change hands for his/her Unit in force prior to the effective date of this Declaration Amendment will not be effected by the Declaration Amendment as long the lease, assignment of rents, contract to purchaser other similar instrument is provided to the

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Association within thirty (30) days of the effective date of this Declaration Amendment. Further, any Unit Owner renting or leasing his/her Unit in compliance with the Association's governing documents will not be prohibited from renting or leasing his/her Unit. However, once title to a rented or owner occupied Unit changes hands, leasing, renting, subleasing, assignment of rents, or other transfers of the Unit where title does not change hands shall immediately be prohibited, except as herein provided.

(iii) To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to a Unit Owner to lease his/her Unit to a specified lessee for a period of not less than six (6) months but no more than twelve (12) months or on other reasonable terms as the Board may establish. Such permission may be granted by the Board only upon the written application by the Unit Owner to the Board. The Board shall respond to each application in writing within thirty (30) days of the submission. The Board's decision shall be final and binding.

(iv) The restriction on Units to be rented, leased or enter into transfers where legal title does not change hands does not apply to the Board of Managers when a Unit is leased through its powers under the Forcible Entry and Detainer Act or any other applicable statute nor shall it apply to any transfer or occupancy of a Unit with immediate family members of the Unit Owner. Immediate family member shall be defined as children and parents.

(v) A copy of every lease of a Unit, or interest therein, as and when executed, shall be furnished to the Board. The lessee under every such lease shall be bound by and subject to all of the obligations, under the Declaration and By-Laws, of the Unit Owner making such lease and the lessor shall not be relieved thereby from any of said obligations. Each such lease shall also expressly provide that the Association may exercise against the lessee thereunder any and all remedies available to the Association under this Declaration, including, but not limited to the right to take possession of the Unit.

(vi) No Unit shall be leased by a Unit Owner for hotel or transient purposes or for a term less than twelve (12) months. No portion of a Unit which is less than the entire Unit shall be leased at any time. Each lease or contract to purchase, including all extensions, of any lease or contract to purchase, shall be in writing and a copy of every such lease contract to purchase or extension, as executed, shall be furnished to the Board of Managers within ten (10) days of its execution or first occupancy, whichever is earlier. All lessees named in said lease shall be the primary occupant of the Unit. Any sublease of a authorized lease shall be treated

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as a new lease and the Unit Owner must comply with all of the provisions contained in this Paragraph. Copies of all leases and contract to purchase presently in existence at the date this Declaration Amendment is adopted must be provided to the Board within ten (10) days of receipt of notice of the recordation of this Declaration Amendment.

(vii) In the event that any lessee or contract purchaser fails to abide by the Association's Declaration, Rules and Regulations or By-Laws, the responsible Unit Owner shall promptly indemnify the Association and any other Unit Owners for all loss caused thereby and shall take appropriate action in the manner to correct such failure including termination of tenancy and judicial proceedings. If any Unit Owner fails to take such action, the Association may do so, in its own behalf and/or the Unit Owner's name. If any lease or contract to purchase of a Unit Ownership is made or attempted by any Unit Owner without complying with the foregoing provisions, such lease or contract to purchase shall be subject to each and all of the rights and options of the Board hereunder and each and all 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 contract to purchase, the Board is permitted to take whatever legal action is necessary, including charging back all attorneys' fees and court costs against the lessor's or contract seller's account as a Special Assessment. The Board may adopt Rules and Regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the same.

(viii) Each lease or contract to purchase shall include a clause whereby the lessee or contract purchaser under every such lease and contract to purchase shall agree to be bound by and subject to all the obligations of the Unit Owner making such lease and contract to purchase and the failure of the lessee or contract purchaser to comply therewith shall constitute a default under the lease and contract to purchase which shall be enforceable by the Board or the Association and the lease and contract to purchase shall be deemed to expressly so provide. The Unit Owner making such lease and contract to purchase shall not be relieved thereby from any of said obligations.

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

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This Instrument Was Prepared By: Bickley, Hart & Gardner
117 East Schaumburg Road
Schaumburg, Illinois 60194

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CERTIFICATION AS TO UNIT OWNERS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Madeline Lubinski, state that I am the Secretary of the Board of Managers of Hickory Heights Condominium Association, Unit No. 1 and hereby certify that the persons whose names are subscribed to the foregoing instrument are at least three-fourths of the Unit Owners.

BY: Madeline Lubinski
Secretary of Hickory Heights Condominium Association, Unit No. 1

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MEETING MINUTES OF
DECLARATION AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP AND OF
EASMENTS, RESTRICTIONS AND COVENANTS FOR
HICKORY HEIGHTS CONDOMINIUM ASSOCIATION, UNIT 1

JUNE 18, 1998

In Attendance: Mary Fontana, President
Carmella Peccatiello, Vice President
Nadine Zabierek, Secretary/Treasurer
Catherine Fisher
Lillian Monaco
Scott Scelfo

Proxies Received from: Marjorie Caul
Ann Fontana

Absent and No Proxy: James & Beverly DeGroot

The meeting was called to order at 7:55 p.m.

Mary Fontana informed the attending owners that the purpose for this meeting was to conduct a final vote of the proposed amendments to the declaration. It was explained to the owners that at the annual meeting on December 15, 1997, the owners voted, by majority rule, to proceed with the changes to the declaration.

All owners received a copy of these proposed amendments on May 13, 1998 along with the meeting notice. Mary Fontana provided the attending owners with a brief overview of the proposed changes before the final vote.

- > No more than one (1) dog weighing no more than sixty-five (65) pounds or no more than two (2) cats, no combination thereof, is permitted to be kept in one (1) unit or brought onto the common elements by the owner(s) of one (1) unit.

Note: The unit which currently has two dogs acquired these animals before this ruling. However, if one of the dogs dies, and following this final vote, the owner will not be allowed to have another dog in their unit.

- > No rentals will be allowed. In cases of unit sales, the purchaser must be a resident owner and not an investor. Additionally, current owners will not be allowed to become an investor and rent their unit - they must sell to another resident owner.

It was explained that rentals decrease property values. Lenders are unwilling to provide mortgages to renter occupied buildings.

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Amendment to the Declaration

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Meeting Minutes
June 18, 1998 (Continued)

Following this brief explanation, some ensuing discussions took place. Following a brief discussion period, additional questions and/or comments were requested. None were offered.

The vote took place. All owners voted in favor of the amendments to the declaration as presented in the attorney's document dated May 5, 1998, and presented at the meeting of June 18, 1998. There were no descending votes.

The owners were informed that the amendments to the declaration will now be sent back to the attorney to be filed and all owners will receive a copy following this filing. NOTE: Owners are requested to maintain this filed copy with a copy of their declaration. When an owner sells their unit, they will be required to present their declaration and "ANY" amendments to the declaration as part of their closing documents.

Following this vote, the meeting adjourned at 7:13 p.m.

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REVOCABLE PROXY

I, WE ANNA M. FONTANA being the owner(s) of
 UNIT NO. 1B2 in the Hickory Heights I Condominium Assoc.
 located at 8620 W. 95 ST. - HICKORY HILLS, IL.
 hereby constitute and appoint MARY FONTANA
 as primary proxy and in the proxy's absence, a majority of
 the Board of the Association or their designated substitute
 to vote my proxy at the meeting of said Association with full
 power to vote as if I were personally present, with all
 powers I possess. My presence at the meeting will
 automatically revoke this proxy, unless I indicate otherwise.
 I understand that I may revoke this proxy at any time by
 sending a letter to the Board of said Association revoking
 this proxy.

IN WITNESS WHEREOF, I have signed this proxy on 1ST day
 of JUNE, 1998
1995

Anna M. Fontana
 OWNER SIGNATURE

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REVOCABLE PROXY

I/WE Marjorie J. Caul being the owner(s) of
UNIT NO. 1A in the Hickory Heights I Condominium Assoc.
located at 8620 W 95th St

hereby constitute and appoint MARY FONTANA

as primary proxy and in the proxy's absence, a majority of
the Board of the Association or their designated substitute
to vote my proxy at the meeting of said Association with full
power to vote as if I were personally present, with all
powers I possess. My presence at the meeting will
automatically revoke this proxy, unless I indicate otherwise.
I understand that I may revoke this proxy at any time by
sending a letter to the Board of said Association revoking
this proxy.

IN WITNESS WHEREOF, I have signed this proxy on _____ day
of 6-1, 1998.

Marjorie J. Caul
OWNER SIGNATURE

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AFFIDAVIT AS TO MORTGAGEES

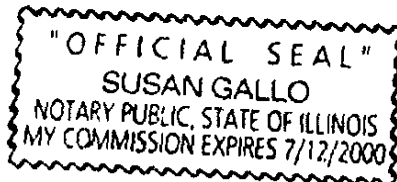
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, *Barbara Gallo*, being first duly sworn on oath, depose and state that I am the Secretary of the BOARD OF MANAGERS OF HICKORY HEIGHTS CONDOMINIUM ASSOCIATION, UNIT NO. 1 and that pursuant to Article XIV, Paragraph 7 of the Declaration, written notice of the foregoing Amendment has been sent by certified mail to all 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 records 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.

Barbara Gallo
Secretary of Hickory Heights Condominium Association, Unit No. 1

SIGNED AND SWORN TO before
me on *September 25*, 1998
by *Barbara Gallo*
Notary Public



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MORTGAGE COMPANY LIST

Norwest, Inc.
2051 Killbrew Dr.
Suite 500
Bloomington, MN 55479

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EXHIBIT "A"

LEGAL DESCRIPTION

UNITS NOS. 1A1, 1A2, 1A3, 1A4, 1B1, 1B2, 1B3, 1B4, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THAT PART OF LOTS 1 AND 2 TAKEN AS A TRACT IN HICKORY HILLS APARTMENTS, A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 2, 1965, AS DOCUMENT NO. 22, 229, 54, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 2, 35.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTH ALONG A LINE PARALLEL TO THE EAST LINE OF SAID LOT 2, 66.50 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID LOT 2, 33.53 FEET; THENCE NORTH ALONG A PARALLEL TO THE EAST LINE OF SAID LOT 2, 8.50 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 2, 2.00 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 2, 13.00 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOTS 1 AND 2, 111.00 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 1, 42.00 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, 35.00 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 1, 2.00 FEET; THENCE WEST TO A POINT ON THE WEST LINE OF SAID LOT 1, 47.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE WEST LINE OF LOT 1, 47.00 FEET; THENCE EAST ALONG THE SOUTH LINES OF LOTS 1 AND 2 TO THE PLACE OF BEGINNING. COOK COUNTY, ILLINOIS.

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PIN #'s FOR THE HICKORY HEIGHTS CONDOMINIUM UNIT #1

<u>UNIT NO.</u>	<u>PIN#</u>
8620 W. 95th St. UNIT 1A1	23-02-303-090-1001
8620 W. 95th St. UNIT 1A2	23-02-303-090-1002
8610 W. 95th St. UNIT 1A3	23-02-303-090-1003
8610 W. 95th St. UNIT 1A4	23-02-303-090-1004
8620 W. 95th St. UNIT 1B1	23-02-303-090-1005
8620 W. 95th St. UNIT 1B2	23-02-303-090-1006
8610 W. 95th St. UNIT 1B3	23-02-303-090-1007
8610 W. 95th St. UNIT 1B4	23-02-303-090-1008

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