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 Lake County IL Recorder
 Mary Ellen Vanderverter Recorder

File **7615232**

**AMENDMENT TO THE
 DECLARATION OF
 CONDOMINIUM OWNERSHIP
 AND OF EASEMENTS,
 RESTRICTIONS AND
 COVENANTS FOR THE RIVER'S
 EDGE OF VERNON HILLS
 CONDOMINIUM ASSOCIATION**

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants (hereafter the "Declaration") for the River's Edge of Vernon Hills Condominium Association (hereafter the "Association") which Declaration was recorded on January 11, 2007 as Document Number 6119880 in the Office of the Recorder of Deeds of Lake County, Illinois, as amended from time to time, 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 Article XXI, Section 21.01(a) of the Declaration. Said Section provides that the provisions of the Declaration may be changed, modified or rescinded by the affirmative vote of Unit Owners having no less than two-thirds (2/3) of the total vote in person or by proxy, at a meeting called for that purpose, and certified by the Secretary of the Board. Further, Article XXI, Section 21.01(a) of the Declaration requires that the Amendment be mailed by Certified Mail to all of the First Mortgagees of the individual units.

RECITALS

**This document prepared by and after
 recording to be returned to:**
 JOHN H. BICKLEY III
 Kovitz Shifrin Nesbit
 175 North Archer avenue
 Mundelein IL 60060 — (847) 777-7301

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois, the Property has been subjected to the easements, restrictions and covenants contained therein; and

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WHEREAS, the Board of Directors and the Owners desire to amend the Declaration in order to provide for the orderly operation of the Property; and

WHEREAS, the following amendment has been approved by the Unit Owners having no less than two-thirds (2/3) of the total vote, at a meeting called for purpose held on 8/19/19 + 10/7, 2019, which approvals are attached hereto and made a part hereof; and

WHEREAS, the Secretary of the Association has certified said Owner approval by execution of Exhibit B attached hereto and made a part hereof;

WHEREAS, pursuant to Article XXI, Section 21.01(a) of the Declaration, the Amendment has been mailed to all First Mortgagees of the individual units as evidenced by the certification attached hereto as Exhibit C.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article IX, Section 9.02 of the Declaration is amended as follows:

9.02 Limits on Lease Terms. No Unit shall be leased by a Unit Owner for hotel or transient purposes or for a term less than twelve (12) months 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 furnished to the Board. The lessee under ever 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 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. The Unit Owner making such lease shall not be relieved thereby from any of said obligations. Neither the Board nor the Association shall adopt any rules that imposes unreasonable fees or procedures upon renters.

Notwithstanding anything to the contrary contained in this Declaration, effective as of the recording date of this Amendment, the rental or leasing of Units is limited to a total of twenty percent (20%) of the Units. All Owners in the Association who are leasing their unit on the effective date of this amendment shall have the right to lease their units until they sell or otherwise transfer ownership of the Unit. Such "grandfathered owners" must abide by all of the terms of the Declaration, including this amendment. With respect to all Owners who purchase, or otherwise receive ownership of Units after the effective date of this Amendment, the following provisions shall apply: the leasing prohibition provision set forth in this amendment shall not be applicable to leases to immediate family members. Immediate family members are defined as parent, child, grandparent, grandchild, spouse and former spouse.

(a) Any Unit Owner desiring to lease out their Unit must notify the Board prior to entering into a lease agreement and their name will be added to a waiting list to be maintained by the Board or the managing agent.

(b) Whenever twenty percent (20%) or more of the Units at the Association are being leased, no other Units may be leased except as set forth below

(c) The Board of managers of the Association shall have the authority to promulgate administrative rules and regulations relative to the creation of a "waiting list" in the event that the 20% threshold has been reached including but not limited to procedures for unit owners on the "waiting-list" to be granted the authority to lease their respective units.

(d) The Board of the Association shall have the right to lease any Association owned Units or any Unit which the Association has possession, pursuant to any court order, and said Units shall not be subject to this Amendment.

(e) Any Unit being leased out in violation of this Amendment or any Unit Owner found to be in violation of the Rules and Regulations adopted by the Board may be subject to a flat or daily fine to be determined by the Board upon notice and an opportunity to be heard.

(f) In addition to the authority to levy fines against the Unit Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Unit Owner and/or tenant, under 735 ILCS 5/9 et. seq., an action for injunctive and other equitable relief, or an action at law for damages.

(g) Any action brought on behalf of the Association and/or the Board to enforce this Amendment shall subject the Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(h) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

(H) The term "Leasing of Units" includes a transaction where the title holder of a Unit, who does not reside therein, permits its occupancy by persons not on title regardless of whether a formal written

lease exists or if consideration is paid therefor. Additionally, the term "leasing of units" shall include any transaction wherein possession of a Unit is provided prior to transfer of title including but not limited to contracts for deed.

This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Lake County, Illinois.

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

[end of text]

Exhibit A
Legal Description

All that part of the following described property in RIVER'S EDGE OF VERNON HILLS CONDOMINIUMS, according to the plat of Survey attached hereto as Ex. B.

THAT PART OF SECTION 10, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE CENTER OF SAID SECTION 10; THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS WEST ALONG THE EAST AND WEST QUARTER LINE OF SAID SECTION 10, 483.61 FEET TO THE POINT OF INTERSECTION OF SAID EAST AND WEST QUARTER LINE WITH THE CENTERLINE OF MILWAUKEE AVENUE; THENCE NORTH 20 DEGREES 49 MINUTES 30 SECONDS WEST ALONG THE CENTERLINE OF MILWAUKEE AVENUE, 210.91 FEET TO THE SOUTHWESTERLY CORNER AND POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 20 DEGREES 49 MINUTES 30 SECONDS WEST ALONG CENTER OF MILWAUKEE AVENUE, 198.7 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 30 SECONDS EAST, 1160 FEET, MORE OR LESS, TO THE CENTER OF THE DES PLAINES RIVER; THENCE SOUTHEASTERLY ALONG THE CENTER OF SAID RIVER TO THE POINT OF INTERSECTION OF SAID CENTERLINE OF THE DES PLAINES RIVER WITH A LINE WHICH PASSES THROUGH THE POINT OF BEGINNING OF THE ABOVE DESCRIBED PROPERTY AND WHICH FORMS A SOUTHEAST ANGLE OF 68 DEGREES 35 MINUTES WITH THE CENTERLINE OF MILWAUKEE AVENUE; THENCE NORTH 89 DEGREES 24 MINUTES 30 SECONDS WEST, 1200 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, (EXCEPT THE EAST 10.00 FEET OF THE WEST 60.00 FEET THEREOF (AS MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF) CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION, BY DOCUMENT RECORDED AS DOCUMENT 5835333), IN LAKE COUNTY, ILLINOIS IN LAKE COUNTY, ILLINOIS

except those portions of the property designated therein as the "Future Units" namely:

**201, 202, 203, 204,
302, 303, 304, 305, 308,
401, 402, 403, 404, 405, 406, 407, 408, 410
501, 502, 503, 504, 505, 506, 507, 508, 509, 510**

and for the avoidance of doubt those units identified on said plat as units:205, 206,207, 208, 209, 210, 301, 306, 307, 309, 310, 409 and all of the common elements are hereby submitted.

ALSO EXCEPT THE PART DESCRIBED AS FOLLOWS:

THAT PART OF SECTION 10, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE CENTER OF SAID SECTION 10; THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS WEST ALONG THE EAST AND WEST QUARTER LINE OF SAID SECTION 10, 483.61 FEET TO THE POINT OF INTERSECTION OF SAID EAST AND WEST QUARTER LINE WITH THE CENTERLINE OF MILWAUKEE AVENUE; THENCE NORTH 20 DEGREES 49 MINUTES 30 SECONDS WEST ALONG THE CENTERLINE OF MILWAUKEE AVENUE, 409.66 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 30 SECONDS EAST, 409.66 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 30 SECONDS WEST, 21.95 FOR A POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 85 DEGREES 24 MINUTES 57 SECONDS EAST, 209.99 FEET; THENCE NORTH 04 DEGREES 35 MINUTES 03 SECONDS EAST, 15.50 FEET; THENCE SOUTH 85 DEGREES 24 MINUTES 57 SECONDS EAST, 41.33 FEET; THENCE SOUTH 04 DEGREES 35 MINUTES 03 SECONDS WEST, 20.88 FEET; THENCE SOUTH 85 DEGREES 24 MINUTES 57 SECONDS EAST, 7.16 FEET; THENCE SOUTH 04 DEGREES 35 MINUTES 03 SECONDS WEST, 66.58 FEET; THENCE NORTH 85 DEGREES 24 MINUTES 57 SECONDS WEST, 7.16 FEET; THENCE SOUTH 04 DEGREES 35 MINUTES 03 SECONDS WEST, 20.88 FEET; THENCE NORTH 85 DEGREES 24 MINUTES 57 SECONDS WEST 41.33 FEET; THENCE NORTH 04 DEGREES 35 MINUTES 03 SECONDS EAST, 15.50 FEET; THENCE NORTH 85 DEGREES 24 MINUTES 57 SECONDS WEST, 94.50 FEET; THENCE SOUTH 04 DEGREES 35 MINUTES 03 SECONDS WEST, 11.16 FEET; THENCE NORTH 85 DEGREES 24 MINUTES 57 SECONDS WEST, 24.33 FEET; THENCE NORTH 04 DEGREES 35 MINUTES 03 SECONDS EAST, 11.16 FEET; THENCE NORTH 85 DEGREES 24 MINUTES 57 SECONDS WEST, 91.16 FEET; THENCE NORTH 04 DEGREES 35 MINUTES 03 SECONDS EAST, 77.33 FEET TO THE POINT OF BEGINNING, CONTAINING 21,464 SQUARE FEET, IN LAKE COUNTY, ILLINOIS.

EXHIBIT B

CERTIFICATION AS TO OWNER APPROVAL

I, Alan Klein, do hereby certify that I am the duly elected and qualified acting secretary for River's Edge of Vernon Hills Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for River's Edge of Vernon Hills Condominium Association, was duly approved by the Unit Owners having, in the aggregate, at least two-thirds (2/3) of the total vote at a meeting held on 10-17, 2019, in accordance with the provisions of Article XXI, Section 21.01(a) of the Declaration.

Alan Klein
Title: Acting Secretary

Subscribed and Sworn to before me this
7th day of October, 2019.

Judith L Kinney
Notary Public
My Commission Expires: 11/18/22



EXHIBIT C

CERTIFICATE OF MORTGAGEE NOTIFICATION

I, Alan Klein, do hereby certify that I am the duly elected and qualified Secretary for the River's Edge of Vernon Hills Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the River's Edge of Vernon Hills Condominium Association was mailed by certified mail to all mortgagees having bona fide liens of records no less than ten (10) days prior to the date of this affidavit.

By: Alan Klein
Secretary (Acting)

Subscribed and sworn to before me this
7th day of October, 2019.

Judith L Kinney
Notary Public

My Commission Expires: 11/18/22



EXHIBIT D
CRIME FREE LEASING RESOLUTION

River's Edge of Vernon Hills Condominium Association

WHEREAS, the River's Edge of Vernon Hills Condominium Association ("Association") is an Illinois not-for-profit corporation, organized and operated for the purpose of administering the property commonly known as the River's Edge of Vernon Hills Condominium Association; and

WHEREAS, Association is administered by a duly elected Board of Managers in accordance with a certain Declaration of covenants; and

WHEREAS, the Board of Managers is charged with the responsibility of maintaining the property and acting in the best interests of the members of the Association; and

WHEREAS, the Board of Managers has deemed it to be in the best interests of the Association to adopt the following rules regarding a Crime-Free Leasing Program.

NOW, THEREFORE, BE IT RESOLVED:

The rules and regulations of the Association are amended to include the following provisions:

Leases, Tenants and Non-Resident Unit Owners

I. It is the unit Owner's responsibility to comply with the following:

A. Provide the Association with a copy of the lease and Crime Free Lease Addendum (a copy of which is attached hereto), executed by the tenants not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. The lease must include names of all the residents of the unit. All tenants must be provided a copy of the Declaration, By-Laws, Rules and Regulations upon executing a lease for the unit. All leases must be in writing and for a period of not less twelve (12) consecutive months (unless the lease is pursuant to a hardship exemption in which case the lease term must be not less than six (6) consecutive months nor more than twelve (12) consecutive months). All leases must be in conformance with, and make specific reference to, the legal documents of the Association. All owners and tenants must also comply with the municipal ordinances pertaining to leasing.

B. There are several important items that every investor-owner must consider before leasing his/her unit. The Association is a Crime Free community and has implemented this program:

1. Owners must notify prospective tenants that the Association is a Crime Free community

2. Owners must show prospective tenants the Crime Free Lease Addendum. This addendum must be initialed by prospective tenants to indicate they have seen it prior to completing the application.

3. Owners must obtain a completed lease application from prospective tenants, and provide a copy to the Board of Managers, no less than ten days prior to occupancy of the unit, a copy of the application is available through the Board of Managers and/or management.

4. Owners must obtain a criminal background check on prospective tenant and every person moving into the Unit, and provide a copy to the Board of Managers, no less than ten days prior to occupancy of the Unit. Owners must submit proof to the management company that this was done prior to the tenant moving into the Unit.

A VIOLATION OF THE FOREGOING SECTION A AND B 1 THROUGH B 4 MAY RESULT IN A FINE OF \$100.00, AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING.

4. No unit owner may lease less than the entire unit. The unit may not be leased for transient or hotel purposes. All leases must be in conformance with, and make specific reference to, the legal documents of the Association. The Owner is also required to submit, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first, a completed Resident Information form stating the number and name of all tenants, including children, who will be residing at their unit. This information will also include the phone number of the unit, all work numbers, emergency contact information, make, model and license plate number of vehicles used by the occupants.

5. All leases must be current. The management office must be provided a copy of all updated leases (renewal) and lease riders not later than the date of occupancy or ten (10) days after the updated lease is signed, whichever occurs first. Additionally, unless otherwise provided by law, any unit owner who fails to provide the Board of Managers with an address other than the unit where the owner is to receive notices or other information from the Association shall be deemed to have waived the right to receive notices at any address other than the address of the Unit, and the Association shall not be liable for any loss, damage, injury or prejudice to the rights of any such unit owner caused by any delays in receiving notice resulting therefrom.

6. Discrimination on the basis of age, race, color, creed, national origin or sex is not allowed.

7. If a tenant violates the Declarations, By-Laws or the Rules and Regulations of the Association, the owner shall also be held responsible.

8. Sub-leasing of Units is not permitted.

9. During the terms of the lease, no new roommate may move in without a new lease being generated, containing the names of all tenants residing in the Unit, (a new roommate is someone residing in the Unit longer than 30 days). A copy of (1) the new lease, (2) new lease rider and (3) Crime free Lease Addendum must be delivered to the management office. A background criminal check must be done on the new tenant(s) prior to moving in. All moving rules must be followed during this time.

11. Owners may not rent their Units to any person or persons who have a) ever been convicted of any violent criminal activity b) been convicted of a drug-related criminal activity within the last five (5) years or been convicted of any form of aggravated sexual assault or been adjudicated a registered sexual offender.. “ Violent criminal activity” is defined as any felonious Addendum. Tenants are not subject to another criminal background check at the time of lease renewal, only at the time the initial lease is effectuated owners are immediately responsible for providing the Association with a current Resident Information Form. The names on the Resident Information Form should be the same as those on the lease. Owners are also responsible for providing their tenants with information regarding this program and letting them know that crime will not be tolerated at the Association.

A VIOLATION OF THE FOREGOING SECTION B 5 THROUGH B 11 MAY RESULT IN A MINIMUM \$100.00 FINE FOR THE FIRST VIOLATION, \$250.00 FOR THE SECOND VIOLATION, AND \$500.00 FOR THE THIRD AND EACH SUBSEQUENT VIOLATION, AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING.

II. Anytime a crime is committed on this property which involves a resident, tenant, guest, or invitee of a tenant, resident or guest the following fines may be assessed to the owner of the respective unit involved, after notice and an opportunity for a hearing:

A. Activities on this property such as, but not limited to, disturbing the peace, fighting, vandalism, property damage, offensive behavior, harassment, intimidation, public drunkenness (adult), party out-of-control if supported after notice and an opportunity to be heard on the matter:

| | |
|-------------|----------|
| 1st offense | \$100.00 |
| 2nd offense | \$250.00 |
| Thereafter | \$500.00 |

B. Activities on this property such as, but not limited to, domestic violence, child abuse assault, burglary, theft, public drunkenness (minors), possession of illegal drugs, minors in possession of alcohol, DUI, possession of stolen property if supported, after notice and an opportunity to be heard on the matter:

| | |
|-------------|-----------------------|
| 1st offense | \$100.00 |
| Thereafter | \$500.00 per incident |

C. Activities on this property such as, but not limited to, manufacturing or distributing illegal drugs, any crime related to gang activity; illegal possession of firearm or weapon; discharge of firearm, aggravated assault, arson, kidnapping, murder if supported, after notice and an opportunity to be heard on the matter.

1st offense and thereafter \$1000.00 per incident

III. In addition to any other remedies, by filing an action jointly against the tenant and the unit owner, the Association may seek to enjoin a tenant from occupying a unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by the Declaration, By-Laws, and Rules and Regulations of the Association. The Board of Managers may proceed directly

against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant of any covenants, rules, regulations or bylaws of the Association.

IV. This policy becomes effective upon recordation of the leasing restriction amendment to the declaration of covenants. All lease agreements signed prior to this date will be grandfathered through the term of the lease or for one year from the effective date of these rules, whichever occurs first, in regards to the Crime Free Lease Addendum. Tenants are not subject to another criminal background check at the time of lease renewal, only at the time the initial lease is effectuated owners are immediately responsible for providing the Association with a current Resident Information Form. The names on the Resident Information Form should be the same as those on the lease. Owners are also responsible for providing their tenants with information regarding this program and letting them know that crime will not be tolerated at the Association.

V. Fines for actions of individuals may be mitigated on a case by case basis (depending on the severity of the matter or damage and positive action taken regarding correction), with any decision made to be in the discretion of the Board and its decision shall be final and binding.


VI. All fines, costs, legal fees, and other expenses of the Association in connection with any violation under these rules shall be assessed to the account of the Unit Owner responsible.

Approved this 7 day of OCTOBER 2019.

BOARD OF MANAGERS
Rivers Edge of Vernon Hills Condominium Association

BY: 
Its President

ATTEST:

By: 
Its Secretary *(acting)*