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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

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**SECOND
AMENDMENT TO
THE DECLARATION
OF COVENANTS
CONDITIONS AND
RESTRICTIONS FOR
PROVIDENCE
MANOR
COMMUNITY
ASSOCIATION**

For Use by Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Covenants Conditions and Restrictions for Providence Manor Community Association (hereafter the "Declaration" for Providence Manor Community Association (hereafter the "Association"), which Declaration and its subsequent amendments, having been recorded in the Office of the Recorder of Deeds of Cook County, Illinois on August 6, 2002 is document number 20856491 and amended on January 3, 2003 as document number 30009697. This Amendment 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 VII of the aforesaid Declaration. Said section provides that the declaration may be amended by vote of the majority of the owners of single-family residential lots in the Association. The amendment shall be effective upon recordation of such instrument in the office of the Recorder of Deeds of Cook County, Illinois.

WITNESSETH:

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

WHEREAS, the Amendment has been approved at a regular or special meeting of the owners by a vote of a majority of the owners present in person or by proxy; and

NOW, THEREFORE, the Declaration is hereby amended as follows by the addition of the following paragraph (additions in text are indicated by underline and deletions in text are indicated by ~~strikethrough~~):

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Article I Paragraph 15

(a) Notwithstanding any provisions of this Declaration to the contrary, in order to maintain the single family nature of the community, rental or leasing shall be limited to three (3) Lots, subject to the following:

(b) The term "leasing of lots" includes a transaction wherein the title holder of a lot, 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 therefore. Additionally, the term "leasing of lots" shall include any transaction wherein possession of a lot is provided prior to transfer of title. In no event may less than the entire lot be leased. A lot Owner shall be deemed to "reside" in a lot if he/she slept in the lot for the majority of the days of the previous applicable month.

(c) Occupancy of a lot by a Family Member(s) of a lot Owner is permitted, and shall not constitute a lease as defined under this Amendment, even if there is no written memorandum or agreement executed between the parties. Family Member shall be defined as a spouse, parents, grandparents, children and grand children of the lot Owner.

(d) Hardship: If a hardship, as determined by the Board of Directors exists, a lot owner may apply for a hardship waiver of the limitation on the number of rentals set forth in (a) above, in the following manner:

(i) The lot Owner must submit a request in writing to the Board of Directors requesting a not less than six (6) consecutive months nor more than twelve (12) consecutive months hardship waiver of this paragraph, setting forth the reasons why they are entitled to same.

(ii) If based on the data supplied to the Board of Directors by the lot Owner, the Board finds that a reasonable hardship exists, the Board may grant such hardship waiver. Any lease entered into shall be in writing and for a period of not less than six (6) consecutive months nor more than twelve (12) consecutive months. The lease must also contain a provision that failure by the tenant or the lot Owner to abide by the Declaration, By-Laws or Rules and Regulations _____ (the "Governing

Documents") of the Association may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors. All decision of the Board shall be final. The Board's decision shall be final and binding.

(iii) Copies of all leases must be submitted to the Board no later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first.

(iv) All tenants shall acknowledge in writing that they have received copies of the rules and regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors along with the copy of the lease.

(v) In the event of a lot Owner has been granted hardship status, they must re-apply within thirty (30) days of the expiration of each hardship period if they wish to

request an extension.


- (e) The provisions of the Declaration, By-Laws and Rules and Regulations that relate to the use of the individual lot including but not limited to the maintenance of the exterior of the lot or the exterior areas of the particular lot or the Common elements shall be applicable to any person leasing a lot and shall be deemed to be incorporated in any lease. In the event an Owner or Tenant violates any provision set forth herein or in the Governing Documents, said Owner or Tenant may be subject to a flat or daily fine to be determined by the Board of directors upon notice and an opportunity to be heard.
- (f) All Owners and tenants, including Family Members as herein defined, must comply with the provisions contained in the Crime Free Leasing Resolution and Addendum, as duly adopted and as may be from time to time amended by Resolution of the Board of Directors, and is attached hereto as Exhibit "C" for reference purposes only.
- (g) Any lots which are leased must be professionally managed by a licensed management company or real estate broker. In addition, but not limited to weekly lawn maintenance (April 1st to October 31st); Snow removal for any accumulation of 2" or more; hedge & shrub trimming 3 times per growing season and exterior maintenance.
- (h) Any owner leasing their property must provide the Association with a copy of the lease, background information and completed Resident Information Sheet.
- (i) In addition to the authority to levy fines against the Owner or Tenant 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 tenant, an action for injunctive and other equitable relief, or an action at law for damages.
- (j) Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Owner and/or the Tenant to the payment of all costs and attorneys' fees at the time they are incurred by the Association.
- (k) All unpaid charges including legal fees as a result of the foregoing shall be deemed to be a lien against the lot and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.
- (l) This Amendment shall not prohibit the board from leasing any lot owned by the Association or any lot which the Association has been issued an Order of Possession by the Circuit Court of Cook County.
- (m) This Amendment shall be applicable to all lots including those which are not owner occupied on the effective date of this amendment. Upon the sale of such lot, the new owner shall be prohibited from leasing the lot.


- (n) Any reference herein to the word "lot" shall be considered to be a reference to the single family residence located thereon.

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

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

APPROVED THIS 20TH DAY OF FEBRUARY, 2019.


President, Board of Directors of the
Providence Manor Community Association


Secretary, Board of Directors of the
Providence Manor Community Association

**This documents prepared by and after recording
to be returned to:**

Lawrence I. Serlin, ESQ.
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END OF TEXT OF AMENDMENT