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AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP FOR

HARBORTOWN CONDOMINIUMS PHASE I,
PHASE II and PHASE III

PROVIDING FOR RESTRICTIONS ON THE
NUMBERS OF UNITS TO BE LEASED

Prepared By:

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AMENDMENT
TO DECLARATION OF CONDOMINIUM OWNERSHIP
FOR HARBORTOWN CONDOMINIUMS
PHASE I, PHASE II
AND PHASE III

The undersigned, owners of record of property constituting part of the Harbortown Condominiums comprised of Phase I, Phase II, and Phase III situated in Champaign County, Illinois and legally described as follows:

PART OF LOT A OF HARBORTOWN, SUBDIVISION NO. 2 OF LOT 100 OF LAKE DEVONSHIRE SUBDIVISION NO. 2 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southeast Corner of Lot 100 of Lake Devonshire Subdivision No. 2., Champaign County, Illinois, said point being on the North Right of Way Line of Harbor Point Drive, said point also being the Southwest Corner of Lot 195 of Lake Devonshire Subdivision No. 1, Champaign County, Illinois; thence Westerly along said North Right of Way Line, along a curve to the right convex to the South, with a radius of 1580 feet and an initial tangent bearing N. 86°24' 41" W., a distance of 177.28 feet to a point of reverse curvature; thence Westerly, along said North Right of Way Line, along a curve to the left, convex to the North, with a Radius of 1640 feet and an initial tangent bearing N. 79°58'58" W., a distance of 225.31 feet; thence North 0°30' 00" E., 294.47 feet to a point of curvature; thence Northeasterly along a curve to the left, convex to the Southeast, with a radius of 134 feet, a distance of 97.27 feet to a point of tangency; thence N. 9°54'34" E., 22.47 feet; thence S 90°00'00" E., 142.47 feet to the West line of the "commons area" of said Lot 100; thence S. 18°00'15" W., along said West line, 120.92 feet; thence S. 03°55'54" E., along said West line, 182.87 feet to the Northwest corner of No. 1; thence S. 0°25'39" W., along the West line of said Lot 195, 97.60 feet to the point of beginning, containing 2.284 acres, more or less, all situated in the City of Champaign, Champaign County, Illinois.

Pursuant to Article 10 Paragraph 6 of the Declaration and Covenants of the above Condominium Association, the undersigned hereby consent, agree to, and otherwise modify the Declaration of Condominium Ownership and Restrictions and Covenants for said Harbortown Condominiums as previously amended to include the following provision:

"Article III:

4. Rentals Effective April 15, 2000 all units not otherwise excepted as later provided for under this paragraph 4 may only be occupied by the owner of record of the unit and may not be leased. To the extent any units are owned by any owner who held valid title to the unit prior to April 15, 2000, then such owner shall have the right to lease the premises upon written confirmation from the Secretary to the Board of Directors that at least eighty percent (80%) of all units of Harbortown Condominiums are owner occupied and not leased. To the extent that less than eighty percent (80%) of such units are owner occupied and not leased, then, absent the granting of a Hardship Permit as provided below, no further units may be leased regardless of the date of ownership of any unit by any owner. Resident owners may also petition to the Board of Directors for a temporary Hardship Permit to allow for leasing of the premises for a period of time not to

exceed fourteen months. In order to secure such a Hardship Permit, the unit owner as petitioner shall submit in writing a petition for Hardship Permit from the Board of Directors to be considered at a regularly scheduled meeting of the Board of Directors. In the petition, the petitioner shall have the burden of proving as follows:

- (a) That there is a personal hardship which necessitates the leasing of the premises by the owner for owner to allow for the reasonable use and for support of the unit. The hardship must arise from a situation beyond the reasonable control of petitioner and cannot be intentionally caused by the petitioner. The intent of the within provision is to allow for the temporary leasing of the premises to accommodate illness, unusual financial circumstances beyond the control of the petitioner and not caused by the intent to own the unit as permanent rental property and other similar hardship cases beyond the reasonable control of the petitioner.
- (b) The proposed commencement date of the Hardship Permit and the conclusion date of the Hardship Permit.
- (c) A copy of the proposed lease setting forth terms which reasonably allow for the quiet enjoyment of the premises by other unit owners.
- (d) Any documentation which reasonably supports petitioners petition.
- (e) Confirmation that petitioner is the owner of record of the premises and specific identification as to the particular unit.

Upon review of the petition for Hardship Permit, the Board of Directors shall either approve or deny the petition. To the extent that the granting of a Hardship Permit will result in causing the number of units which are owner occupied and not leased to drop below seventy percent (70%) of all units of Harbortown Condominiums, then the Board of Directors must deny any such petition and shall not be authorized to approve it. In the event that a petition is denied, the petitioner may appeal the decision in writing at the next regular Board of Directors meeting and its appeal shall specifically state the basis for its appeal and provide additional information forming the basis of the appeal. Upon review of the appeal, the Board of Directors shall either revise or uphold its prior decision. In issuing a Hardship Permit, the Board of Directors may impose reasonable restrictions upon the Hardship Permit as are necessary to protect the interests of the condominium association and the owners of the surrounding units. All such decisions shall be binding and valid when made by the Board of Directors."

To the extent that this Amendment conflicts with restrictions and covenants as previously amended, the terms of this Amendment shall prevail. All other terms not otherwise amended shall remain in full force and effect.

The undersigned hereby represent and affirm that they are the sole owners of record of the respective units of the above referenced Harbortown Condominiums, that they have the authority to execute this document, and that they otherwise agree and consent to the modifications and terms set forth therein as their free and voluntary act.