

## **AMENDMENT**

Prepared by and Return to:

Bradley B. Wilson  
Gates Wise Schlosser & Goebel  
1231 S. Eighth Street  
Springfield, IL 62703

The following amends Article II of the Declaration of Covenants, Conditions, Restrictions, and By-Laws For Trevi Gardens Homeowner's Association as amended on October 26, 2009 bearing Document No. 2009-R-50266 and subsequently amended on December 31, 2015 by Document No. 2015-R-36563, after having received the required votes necessary from Association membership under said Declaration.

### **ARTICLE II: PROPERTY RIGHTS**

#### **Section 14. Rental properties.**

Old Language: Not applicable.

New language: Except as provided herein, below, rental properties will no longer be allowed within Trevi Gardens. Individuals or entities owning properties within Trevi Gardens are prohibited from placing those properties for rent or lease. Additionally, existing rental properties cannot be sold to another owner for the purpose of being rented or leased. Owners of properties violating this Article II, Section 14 of the Declaration will be subject to an initial fine not to exceed \$30,000.00 and an ongoing monthly HOA assessment of \$1,000.00 per month. Upon receipt of information which reasonably establishes that a property is being rented or leased in violation of this Article II, Section 14 of the Declaration, the Board of Directors shall send notice, via certified mail, to the Owner of the property advising that the Board has received information indicating the property is being leased or rented in violation of this Article II, Section 14 of the Declaration. The Owner of the property shall have 30 days to provide a response. An Owner who fails to submit a response or otherwise fails to establish that the property is not being leased or rented in violation of this section, shall be subject to the fines and assessments described herein, collection of which shall be as provided for in Articles VIII and XII of this Declaration. Only owner-occupied properties, single family homes or duplexes, are allowed within Trevi

Gardens, except as described below:

- (a) Any Lot or building thereon which is being used as rental property for residential purposes on the date of execution of this amendment may continue to be used as a rental property for residential purposes until such time as the Lot is sold by the Owner holding title to the property on the date of execution of this amendment. The Owner of any Lot or building which is being leased for residential purposes on the date of execution of this amendment may continue to rent the property for residential use to any suitable tenant for as long as said Owner holds title to the Lot. A Lot which is allowed to continue use as rental property for residential purposes under this sub-section (a) may only be sold to an individual planning to occupy the Lot. Subsequent to such sale, the Lot may no longer be used as rental property.
- (b) An Owner who is experiencing undue hardship caused by events beyond his or her control, such as immediate relocation necessitated by a change in employment, death in the family, other family emergency or similar hardship may appeal to the Board and request exemption from this section. The Board may only grant an exemption under this Article II, Section 14(b) after finding that both of the following elements have been established: 1) the Owner is experiencing undue hardship caused by events beyond their control; and, 2) should an exemption be granted, the property will continue to be occupied and maintained in a manner consistent with all other provisions of this Declaration.
- (c) Owners wanting to rent their Lot or building thereon to a child or other member of the Owner's family, may appeal to the Board and request exemption from this section. The Board may only grant an exemption under this Article II, Section 14(c) after finding that both of the following elements have been established: 1) the presumptive lessee is a child or other member of the Owner's family; and, 2) should an exemption be granted, the property will continue to be occupied and maintained in a manner consistent with all other provisions of this Declaration.
- (d) Any Owner who occupies one-half of a duplex building located on his or her Lot may appeal to the Board requesting that they be allowed to use the other half of the duplex for residential rental purposes. The Board may only grant an exemption under this Article II, Section 14(d) after finding that both of the following elements have been established: 1) the Owner will continue to occupy one-half of the duplex located on the lot; and, 2) should an exemption be granted, the property will continue to be occupied and maintained in a manner consistent with all other provisions of this Declaration.

- (e) Owners may appeal to the Board and request exemption from this section for reasons not specifically set forth in sub-sections (a) through (d). In considering such appeals, the Board shall, at a minimum, consider whether the Owner has established that the property will continue to be occupied and maintained in a manner consistent with all other provisions of this Declaration, the granting of an exemption notwithstanding. The Board may also consider another factor relevant to an individual appeal.

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IN WITNESS WHEREOF, the undersigned has executed this Amendment to the Declaration under seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE TREVI GARDENS HOMEOWNERS  
ASSOCIATION OF SPRINGFIELD

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

STATE OF ILLINOIS            )  
COUNTY OF SANGAMON      )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be persons whose names are subscribed to the foregoing instrument, appeared before me this day, in person and acknowledged that, not individual, but as President and Secretary of Trevi Gardens Homeowners Association, an Illinois corporation, signed, sealed and deliver the foregoing instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public