

FIRST AMENDMENT TO  
EL CAMENO REAL  
CONDOMINIUM  
DECLARATION OF  
COVENANTS, CONDITION  
AND RESTRICTIONS  
(RENTAL RESTRICTION)

COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
MARKHAM OFFICE



WHEREAS, there has heretofore been recorded the Declaration of Covenants and Restrictions for El Cameno Re'al Condominium Association, Orland Park, Cook County, Illinois, (hereinafter as the "Declaration"), which Declaration was recorded in the Office of the Recorder of Deeds, Cook County, Illinois, as Document Number 94136088; and

WHEREAS, the said Declaration effects real estate described as follows:

Units 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 3A, 3B, 3C, 3D, G-1, G-2, G-3, G-4, G-5, G-6, G-7, G-8, G-9, G-10, G-11 and G-12 together with their undivided percentage interest in the Common elements in Cameno Re'al Condominium as delineated and Defined in the Declaration recorded as document number 94136088 in Section 16, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PIN.S: 27-16-204-022-1001 through 27-16-204-022-1-12.

And located at 9935 El Cameno, Orland Park, IL 60462; and

WHEREAS, there has been an increase in the number of residential units being purchased for rental purposes; and

WHEREAS, the number of units for rental purposes is approximately 25% of the total number of residential units of which there are twelve (12) and there is concern that the rate will increase; and

WHEREAS, rental units have a much higher rate of rule violations of the Association than owner occupied units; and

WHEREAS, this Amendment will restrict the occupancy of units to owners and members of their immediate families; and

WHEREAS, Amendments to the Declaration may be made when owners of two thirds (2/3) of the total votes have approved the amendment and the prior written approval of two thirds (2/3) of the holders of the first mortgages consent to said amendment; and

g/pjs  
w.c.

WHEREAS, on July 12, 2000, the President and Board of Managers of the said Association (hereinafter "Board") conducted a Member Meeting in accordance with Section 5 of the Declaration/Bylaws and pursuant to a notice to the members which notice was given not less than 10 days nor more than 30 days prior to the meeting and a copy of said notice is attached hereto as Exhibit A.; and

WHEREAS, at the July 12, 2000, meeting, the signature of 2/3 of the total membership vote on a signed document requesting this amendment was verified and recognized by the Board of Managers, a copy of the members signature tally sheet is attached as Exhibit B; and

WHEREAS, at the July 12, 2000, meeting, the Board of Managers voted to authorize and direct the Secretary to seek the consent of the holders of mortgages on the units located within the said Association for this Amendment, and

WHEREAS, the Board Secretary contacted the holders of First Mortgages on the Cameno Re'al Condominium Association units, and attached as Exhibit C is the certification by the Board Secretary as to the consent by two thirds (2/3) of the holders of the First Mortgages to the Amendment.

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

Article VI, Paragraph 1, is hereby amended to read as follows:

1. A. Use. No part of the property shall be used for other than housing, parking and related common purposes for which the Property was designed. Each Unit shall be used as a residence for a single family and for no other purposes.

B. It is the intent and desire of the Association members that the unit owners of each unit shall occupy and use such unit as a private dwelling unit for himself and his immediate family. A unit owner's right to lease his unit or cause it to be occupied by a person other than the unit owner or his immediate family in accordance with this Section shall be exercised only once during his ownership of said unit and any subsequent lease to, or occupancy of said unit by a person other than the unit owner or a member or his immediate family is prohibited.

- i. A unit owner may make written request to the Board for a one time hardship exception to the prohibition to lease his unit for a period not to exceed twelve (12) months.
- ii. A majority of the Board in, in its sole discretion, may in writing, approve a lease of a unit for a period not to exceed twelve calendar months when it is demonstrated to the reasonable satisfaction of the majority of the Board by the unit owner that the leasing prohibition would create an undue hardship

on the requesting unit owner.

- iii. The unit owner requesting permission to lease his unit based his belief that not being able to do so would cause him undue hardship, shall submit to the Board a written request for permission to lease not less than 30 days prior to the proposed lease commencement. Attached to the request shall be (1) a sworn Affidavit in proper form signed by the unit owner setting forth the factual basis of the unit owner's belief that the prohibition against leasing, as applied to him, would cause undue hardship and what the hardship would consist of and (2) a complete copy of the proposed lease. Within thirty (30) days of its receipt of the request to lease, the Board shall deliver or cause to be delivered to the requesting owner its written decision approving or disapproving the request to lease.

If a lease request is granted by the Board, the unit owner shall furnish the Board a complete copy of the executed lease prior to commencement of the lease. All leases permitted hereunder shall be in writing.

- iv. Any approved lease shall state the unit owner has provided and the lessee acknowledges receipt of copies of the current Declaration and current Association Rules and Regulations and that the Lessee agrees to be bound by both the Declaration and the Rules and Regulations. Further, the lease shall provide that the violation of any rule, regulation and/or restriction of record shall be a basis for terminating the lease and the institution of eviction proceedings.
- v. The leasing prohibition shall be prospective and become effective upon the recording of the this First Amendment as follows:
  - a. any unit owners taking title, including by beneficial ownership, after the effective date of this First Amendment shall be subject to this prohibition;
  - b. any unit owner who on the effective date of this First Amendment who does not occupy his unit and whose unit is being rented shall be permitted to rent his unit so long as the unit owner does not change his title or his beneficial interest in that unit.
  - c. Title change or change in beneficial interest of a unit owner shall mean and include conveyance, assignment, inheritance, and/or any change in percentages of ownership.
- vi. This prohibition shall not apply to a mortgage holder's rental of a unit

# UNOFFICIAL COPY

- vi. This prohibition shall not apply to a mortgage holder's rental of a unit during a judicial foreclosure proceeding, if the case is being reasonably and diligently prosecuted, provided:

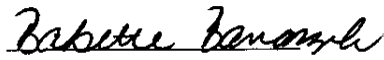
(1) the Board is notified of the pending proceeding, (2) the Board is notified of the unit rental and (3) any lease for the unit contains provisions that the lessee has received a copy of the Cameno Re'al Condominium Declaration and Rules and Regulations and agrees to be bound thereby.


- vii. If a unit owner violates any of the provisions of this Section of Declaration as Amended, the unit owner so violating shall be liable to the Association for the Association's attorney fees, court costs, litigation and related expenses incurred on behalf of the board for the purpose of enforcing this Section.

FURTHER, the Association Secretary is hereby authorized to certify this Amendment and cause same to be recorded in the Office of the Recorder of Deeds, Cook County, Illinois, immediately upon direction of the Board of Managers; and

FURTHER, the Preamble is incorporated herein and made a part thereof; and

FURTHER, THIS FIRST AMENDMENT TO CAMENO RE'AL CONDOMINIUM DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS shall be effective upon the date of its recording with the Recorder of deeds Cook County, Illinois.

  
President,

  
Secretary

CERTIFICATION

The above and forgoing First Amendment to the Cameno Re'al Condominium Declaration is a true and correct copy of the First Amendment considered and voted upon at the Homeowners' Association member meeting held on July 12, 2000, pursuant to notice, including notice of the proposed First Amendment.

*Dutch Adl*  
Secretary, Cameno Re'al Condominium Association

Subscribed and sworn to  
before me this 19<sup>th</sup> day  
of October 2000.

*Deborah A Reid*  
Notary Public



Property of Cook County Clerk's Office

## *El Cameno Condominium Association*

C/O Weaver Management

P.O. Box 156  
Orland Park, IL 60462  
(708) 361-1004 Office  
(708) 399-2988 Pager

June 15, 2000

**To: El Cameno Unit owners**

**RE: Meeting notice**

Dear Unit Owners,

The next meeting of the El Cameno Condominium Association Board of Directors will take place on, Wednesday, July 12, 2000, at 7:30pm. We will meet in the backyard.

At this meeting we will discuss:

The proposed amendment to the Declaration/By-laws of the Association which shall allow for no more than three units (25%), to be non-owner occupied. Please make every effort to attend this meeting or if you are unable to attend, contact Weaver Management for information regarding how you may cast your vote regarding the amendment or to receive more information.

Very truly yours,



Deborah A. Reid  
PROPERTY MANAGER

EXHIBIT  
A



## *El Cameno Condominium Association*

9935 El Cameno Re'al  
Orland Park, IL 60467

### **Proposed amendment to the Declaration/By Laws of the El Cameno Real condominium Association:**

The number of non-owner occupied units of the El Cameno Real Condominiums shall be no more than 25% of the total number of units, that being three of twelve. Should a non-owner occupied unit be sold to a purchaser who will be residing in a formerly leased unit, a current owner may, with written permission from the Board of Directors or Manager, may lease their owner-occupied unit to a qualified lessee for a term of no less than one year, provided that lessee is and remains in full compliance with the terms and conditions of the condominium declaration, by laws, and rules and regulations.

I Agree

Carol Rizzo  
Owner signature

30  
Unit #

10  
Garage #



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I Agree

\_\_\_\_\_  
Owner signature

\_\_\_\_\_  
Unit #

\_\_\_\_\_  
Garage #

*[Handwritten signature]*      *[Handwritten unit number]*      *[Handwritten garage number]*

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I Agree

*MBrodzinski*  
Owner signature

3A  
Unit #

1  
Garage #

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I Agree

Thomas T. Truitt  
Owner signature

2D  
Unit #

9  
Garage #

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I Agree

Patricia Lynn  
Owner signature

2C  
Unit #

8  
Garage #

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Orland Park, IL 60467

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I Agree

  
Owner signature

2A  
Unit #

5  
Garage #

EL CAMENO RE AL CONDOMINIUM ASSOCIATION

ORLAND PARK, ILLINOIS

Proposed Amendment to the Declaration\By Laws of the El Cameno Re Al Condominium Association:

The number of non-owner occupied units of the El Cameno Re Al Condominium shall be no more than 25% of the total number of units, that being three. Should a non-owner occupied unit be sold to a purchaser who will be residing in a formerly leased unit, a current owner may, with written permission from the Board of Directors may lease their owner-occupied unit to a qualified lessee for a term of no less than one year, provided that lessee is and remains in full compliance with all terms and conditions of the condominium declaration, by laws, and rules and regulations.

I agree George J. Kodetis 3B  
Owner Signature Unit No.

GARAGE 2

I disagree \_\_\_\_\_  
Owner Signature Unit No.

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EL CAMENO RE AL CONDOMINIUM ASSOCIATION  
ORLAND PARK, ILLINOIS

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I agree *[Signature]* #2B  
Owner Signature Unit No.

GARAGES 11 + 12

I disagree \_\_\_\_\_  
Owner Signature Unit No.

## *El Cameno Condominium Association*

9935 El Cameno Re'al  
Orland Park, IL 60467

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I Agree

*Bertrude Buglio*  
Owner signature

1A  
Unit #

\_\_\_\_\_  
Garage #



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I Agree

Joseph H. Thompson  
Owner signature

16  
Unit #

4  
Garage #

Property of Cook County Clerk's Office

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I Agree

*Dwight Adler*  
Owner signature

12  
Unit #

9  
Garage #

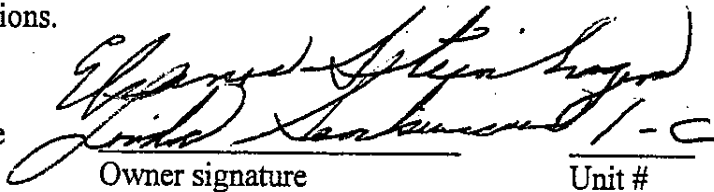
# El Cameno Condominium Association

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I Agree



Owner signature

Unit #

Garage #

I Disagree



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

ACKNOWLEDGMENT

I, the undersigned notary public in and for the County aforesaid, do hereby state that GRETCHEN ADLER, Secretary of the Cameno Re'al Condominium Association an Illinois not-for-profit corporation, and BABETTE BANASZEK, President of said Association, whose names are subscribed above as such Secretary and President, respectively, appeared before me this day in person and acknowledged on oath that they signed, sealed and delivered said instrument as their free and voluntary act of the corporation for the purposes set forth and did also acknowledge as Secretary and custodian of the corporate seal did then and there affix the Corporate seal of said corporation to said instrument as her/his own free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

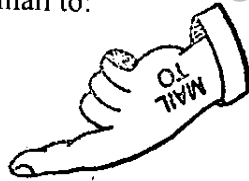
Given under my hand and notarial seal this 19<sup>th</sup> day of October, 2000.



Deborah A Reid  
Notary Public

This Document prepared by and mail to:

Jim L. Stortzum  
10723 West 159th Street  
Orland Park, IL 60467



C:\OFFICE\WPWIN\WPDOCS\JELCAMAM.AMD