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**RZASA REALTY**

4134 W. 69th Place  
Chicago, IL 60629  
773-735-2754  
Fax: 773-735-2763



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2675/0027 03 001 Page 1 of 10  
2000-04-13 10:05:17  
Cook County Recorder 75.00

April 12, 2000

TO THE RECORDERS OFFICE  
CITY HALL  
CHICAGO, IL

RE: RECORDING OF AMENDMENT TO THE DECLARATION

TO THE RECORDERS OFFICE:

PARK PLACE CONDOMINIUM I AT 8020-30 S. PULASKI, CHICAGO, IL 60652. WILL BE ADDING AN AMENDMENT TO THEIR DECLARATION AND BY-LAWS. THE DOC NO. IS 25896729 THE RECORDING DATE WAS 8TH DAY OF JUNE 1981. THE PIN NUMBER IS 36-3206122. THE FOLLOWING IS A LIST OF OWNERS AND THEIR UNIT NO.

19-34-215-085

MARIA KOWALCZYK 8020 S. PULASKI UNIT 101

TURNBOW 8020 S. PULASKI UNIT 102

SARAH FLANAGAN 8020 S. PULASKI UNIT 202 201

DONTUE SWIETKOWSKI 8020 S. PULASKI UNIT 202

HAYES 8020 S. PULASKI UNIT 301

JUAN RODRIGUEZ 8020 S. PULASKI UNIT 302

MR & MRS. ADAMS 8030 S. PULASKI UNIT 103

MRS. DYBAS 8030 S. PULASKI UNIT 104

MS. LINDA YOUNG 8030 S. PULASKI UNIT 203

MR. & MRS. MALCOM 8030 S. PULASKI UNIT 204

MS. URIBE 8030 S. PULASKI UNIT 303

MR. MRS. ATAWNEH 8030 S. PULASKI UNIT 304

PLEASE FORWARD ANY INFORMATION TO RZASA REALTY 4134 W. 69TH PLACE, CHICAGO, IL. 60629. OR CALL MAUREEN RZASA AT 773-735-2754.

THANK YOU,

*Maureen Rzasa*

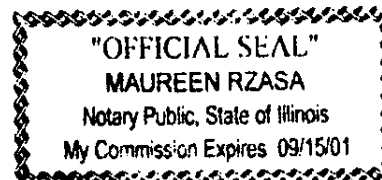
MAUREEN RZASA, PROPERTY MANAGER

*Prepared by Maureen Rzasa*

CONDOMINIUM 19-34-215-085  
PARK PLACE CONDOMINIUM I  
Ref. Jun 8, 1981 Doc. 25896729

UNIT	UNIT	UNIT
101 - 1001	201 - 1005	301 - 1009
102 - 1002	202 - 1006	302 - 1010
103 - 1003	203 - 1007	303 - 1011
104 - 1004	204 - 1008	304 - 1012

75.00  
DATE 4/13/00  
OK *MM* 10.00



*Maureen Rzasa*

**FIRST AMENDMENT TO  
DECLARATION OF  
CONDOMINIUM OWNERSHIP  
PARK PLACE  
CONDOMINIUM I**

This Amendment to the Declaration  
of Condominium Ownership and  
Easements, Restrictions, Covenants  
and By - Laws for Park Place

Condominium I, adopted this 7 day

of April, 2000, the affirmative vote of not less than three-fourths (3/4) of the total  
(votes) ownership of the common elements, voting in person or by proxy at a meeting of the  
(owners) members of the Association duly called and held on the above date, which meeting and  
vote are certified by an officer of the Association and the Directors of the Association.

**WITNESSETH:**

WHEREAS, by certain Declaration of Condominiums Ownership and of  
Easements, Restrictions and By-Laws for Park Place Condominium I, which Declaration was  
filed in the Office of the Recorder of Deeds of Cook County, Illinois, on June 8, 1981 as  
Document No. 25896729 (hereinafter referred to as the "Declaration") certain real estate was  
submitted to the Condominium Property Act of the State of Illinois, said condominium being  
known as the Park Place Condominium I Association. The real estate subject to the Declaration  
as a result of the recordation of the Declaration is identified and legally described on Exhibit A,  
which is attached hereto and forms a part hereof. Exhibit B which is attached hereto and forms a  
part hereof, identifies the Unit Numbers and the percentage ownership interest in the common  
elements and the Permanent Index Numbers (P. I. N.) for the Units; and

WHEREAS, Article XIX, Section 6 of the Declaration provides for amendment,  
change or modification of the Declaration and By-Laws by the affirmative vote of Unit Owners  
(either by person or by proxy) owning not less than three-fourths (3/4) of the total ownership of

the common elements, signed and acknowledged by all of the members of the Board and certifying the meeting election and vote and containing affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than ten (10) days prior to the date of such affidavit, and an affidavit by an officer certifying that such mailing is a part of this instrument; and

WHEREAS, the Board and Unit Owners deem it desirable to control, limit and eliminate the leasing of the Units; and

WHEREAS, the Board and Unit Owners desire to reserve to the Board of Directors of the Park Place Condominium I Association the authority, in their sole and absolute discretion to lease Units owned or possessed by the Board or by the Park Place Condominium I Association; and

Article I DEFINITIONS us hereby amended by adding Sec. (v) which reads as follows:

(v) "immediate family" means a spouse of the Owner of the Unit, his or her children and spouse's children;

Article IX, Sec. 1 is hereby deleted in its entirety and the following is substituted in its place and stead:

1. Sale. Any Unit owner other than the trustee, who wishes to sell his or her unit ownership shall give to the Board not less than thirty (30) days prior written notice of his or her intent to sell and subsequently, the terms of any contract to sell entered into subject to the Board's option as set forth hereinafter together with a copy of such contract, the name, address and financial and character references of the proposed purchaser and such other information concerning the proposed purchaser as the Board may reasonably require. The members of the Board acting on behalf of the other unit owners shall at all times have the first right and option to

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purchase or lease such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice of contract. If said option is not exercised by the Board within said thirty (30) days, the unit owner may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, proceed to consummate the sale of such unit ownership to the proposed purchaser named in such notice upon the terms specified therein. If the unit owner fails to close said proposed sale transaction within said ninety (90) days, the unit ownership shall again become subject to the Board's right of first refusal as herein provided.

1. A. Lease. A Unit owner may not lease the Unit owned during the entire period of Unit Ownership except as hereinafter allowed. Any written leases in force at the effective date of this Amendment, shall continue until the period of expiration of the written instrument or termination of Unit Ownership, whichever occurs first. Notwithstanding the provisions of the written lease no Unit Owner shall renew or cause to be renewed the lease for additional period. Any other leases or rentals shall expire at the end of the first period of the rental or lease for which the rental or lease has been created, before the effective date of this Amendment, i.e. if the lease or rental has been month to month, the rental or lease shall expire thirty (30) days after the first of the next month immediately following the month of the effective date of this Amendment; week to week tenancy shall terminate at the end of the week immediately following the week of the effective date of this Amendment. In no case any lease or rental shall continue beyond the termination of the Unit Ownership or termination of the lease occupancy by the tenants residing in the Unit on the effective date of this Amendment. Nothing in the preceding provisions shall vest any right in any tenant to continued rental or lease and any tenancy either existing on the effective day of this Amendment or created after such date may be terminated by Owner or upon any other violation of the requirements of this Amendment, By-Laws or the Rules and Regulations or for reasons provided for in any other laws and regulations. Any Unit which was not rented on or before the effective date of this Amendment may not be rented or leased for any time period or under any circumstances after the effective date of this Amendment, except as provided in Sec. 1. B. or 1.C. All lessees, whether in effect on, before or after the effective date of this Amendment, shall be subject to this Declaration, this Amendment.

all prior and subsequent Amendments, the Condominium Property Act now in effect and as amended from time to time, provided, however, that no changes to the Condominium Property Act will allow leasing as prohibited herein. The Rules and Regulations in effect at the time of this Amendment shall be deemed incorporated herein by this reference and shall be deemed reasonable in all respect by all Owners, Lessees, occupants and tenants and by any court of competent jurisdiction. The Board shall have sole and absolute discretion to determine if a change in ownership, sale of the Unit to a third party, a transfer which prohibits further leasing has occurred with respect to a Unit and /or the Unit Ownership, and the Board's determination shall not be subject to challenge or judicial review and shall be final and binding upon the Unit and the Unit Ownership.

1.B. The Board shall have sole and absolute discretion to waive, modify or eliminate the restrictions, limitations, prohibitions or conditions in Sec. 1.A. through 1. G. of this Article IX and to allow the leasing of a Unit to avoid an extreme or undue hardship with respect to any Unit Ownership or Owner. The Board shall have a sole and absolute discretion in prescribing the terms and condition of such lease or rental, including, but not limited to the term of the lease, the number of persons allowed to occupy a Unit, and the further conditions and restrictions of the tenancy. The Board may charge a reasonable fee for the processing of lease applications to be paid by the Unit Owner, plus all legal and management fees incurred by the Association. The Board's determination in each case shall be final. The exercise of the Board's discretion under this paragraph shall not be deemed to be or constitute a waiver of the restrictions, limitations, prohibitions or conditions of Sec. 1. A. through 1.G. and shall not under any circumstances prejudice the right of the Board to enforce the restrictions, limitations, prohibitions or conditions of Sect. 1. A. through 1.G.

1.C. Any Unit Owner other than the Board wishing to lease his or her Unit and asserting the hardship as a basis for requesting permission to lease, shall provide to the Board not less than forty-five (45) days' prior written notice of the terms of any proposed lease together with a copy of the proposed lease, the names and addresses of the proposed lessee and written application containing sufficient facts showing the hardship to the Unit Owner, and such other

information concerning the proposed lessee as the Board, in its sole and absolute discretion may deem necessary. The Board shall have thirty (30) days from the date a complete application is provided to the Board to provide a determination to the Unit Owner whether the lease is approved or denied. The determination of the Board shall be final and binding upon the Unit Owner.

1. D. Notwithstanding the provisions of Sec. 1. A., with respect to any Unit which the Association, or the Board has or shall have possession, or an ownership interest, the Board shall have the authority to lease the Unit to any person, exempt from and without complying with the lease restrictions or any provisions of this Sections 1.A., through 1.G. whenever the Board shall determine, in its sole and absolute discretion, that the interest of the Association would be served thereby.

1. E. Every lease permitted under by this Amendment shall be in writing and must state that the lease is subject in all respects to the provisions of the Declaration (as amended), By - Laws and Rules and Regulations of the Association presently existing or adopted by the Board, and that failure by lessee to comply with the terms thereof shall be a default under such lease. A copy of every executed lease must be provided to the Property Manager or the Board of Directors, no later than the date of the occupancy or ten (10) days after the lease is signed, whichever occurs first.

1. F. The Board shall have the authority at its sole discretion to adopt such Rules and Regulations it deems necessary to administer, enforce and supplement the provisions of Sec. 1.A. through 1.G., but the absence of any such Rules and Regulations shall not prevent the Board from administering or enforcing the provisions of these Sections. The Board shall have the further right to conduct an interview and/or orientation meeting with any and all lessees of proposed rented Units prior to the signing of the lease. The Board shall have the right if it determines that the requirements have not been met to reject an applicant either at the interview/orientation meeting or within ten (10) days thereafter. The Board shall have the right to establish Rules and Regulations limiting the number of persons occupying, residing or staying in a Unit. Maximum

occupancy of any Unit rented shall be two (2) persons per bedroom per Unit. Adults, children, and infants shall all be counted.

1. G. In the event that a Unit or any interest herein is leased in violation of Sec. 1.A. through 1.G., such lease shall be void, and the Board shall have the right to enforce the restrictions, limitations, prohibitions or conditions set forth in these Sections or other provisions of the Declaration and By-Laws and the Condominium Property Act by any proceeding at law or in equity, and may pursue any or all of the remedies set forth in the Declaration, By-Laws and Rules and Regulations. All expenses of the Board or Association incurred in connection with enforcement of Sections 1.A. through 1.G. or with such actions and proceedings including all attorneys' fees, court costs other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate until paid, incurred prior to, during and after such actions and proceedings, shall be added to and deemed a part of the Owner's respective share of the common expenses, and the Board shall have a lien for all of the same upon the Unit and the Owner and upon all of the Owner's personal property in the Unit or located elsewhere on the property.

Article XVII of the Declaration is hereby amended by adding Sec. 16 as follows:

16. No Unit shall be occupied by persons other than the Owner's immediate family. Any person who is occupying any Unit and is not Owner's immediate family shall vacate the Unit at the end of the month immediately following the month of the enactment of this Amendment, termination of the ownership or termination of the occupancy whichever occurs first. Nothing in the preceding provisions shall vest any right in any person not a member of the immediate family of the Owner to continued occupancy of the Unit and any occupancy by such a person, either existing on the effective day of this Amendment or created after such date may be terminated by Owner or upon any other violation of the requirements of this Amendment, By-Laws or the Rules and Regulations or for reasons provided for in any other laws and regulations. Any Unit which was not occupied by a person not a member of the Owner's immediate family on or before the effective date of this Amendment may not be occupied by such a person for any

time period or under any circumstances after the effective date of this Amendment, except as provided in Sec. 16. B. All occupants of Units not a members of Owners' immediate family, whether occupancy occurred on, before or after the effective date of this Amendment, shall be subject to this Declaration, this Amendment, all prior and subsequent Amendments, the Condominium Property Act now in effect and as amended from time to time, provided, however, that no changes to the Condominium Property Act will allow occupancy as prohibited herein. The Rules and Regulations in effect at the time of this Amendment shall be deemed incorporated herein by this reference and shall be deemed reasonable in all respect by all Owners and occupants and by any court of competent jurisdiction.

16. A. The Board shall have sole and absolute discretion to waive, modify or eliminate the restrictions, limitations, prohibitions or conditions in Sec. 16 of this Article XVII and to allow the occupancy of the Unit by a person not a member of immediate family of the Owner to avoid an extreme or undue hardship with respect to any Unit Ownership or Owner. The procedure, terms and conditions of such waiver shall be governed by provisions of Sec. 1.B. and 1.C. of Article IX as amended.

16. B. Notwithstanding the provisions of Sec. 16 with respect to any Unit which the Association, or the Board has or shall have possession, or an ownership interest, the Board shall have the authority to allow the occupancy of the Unit by any person, exempt from and without complying with the occupancy restrictions or any provisions of this Section 16, whenever the Board shall determine, in its sole and absolute discretion, that the interest of the Association would be served thereby.

16. C. The Board shall have the authority at its sole discretion to adopt such Rules and Regulations it deems necessary to administer, enforce and supplement the provisions of Sec. 16, but the absence of any such Rules and Regulations shall not prevent the Board from administering or enforcing the provisions of these Sections. The Board shall have the further right to conduct an interview and/or orientation meeting with any and all occupants not member of immediate family of Unit Owner prior to the occupancy. The Board shall have the right if it



determines that the requirements have not been met to reject an applicant either at the interview/orientation meeting or within ten (10) days thereafter. The Board shall have the right to establish Rules and Regulations limiting the number of persons occupying, residing or staying in a Unit. Maximum occupancy of any Unit rented shall be two (2) persons per bedroom per Unit. Adults, children, and infants shall all be counted.

16. D. In the event that a Unit or any interest herein is occupied in violation of Section 16, such occupancy shall be void, and the Board shall have the right to enforce the restrictions, limitations, prohibitions or conditions set forth in these Sections or other provisions of the Declaration and By-Laws and the Condominium Property Act by any proceeding at law or in equity, and may pursue any or all of the remedies set forth in the Declaration, By-Laws and Rules and Regulations. All expenses of the Board or Association incurred in connection with enforcement of Sections 16 or with such actions and proceedings including all attorneys' fees, court costs other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate until paid, incurred prior to, during and after such actions and proceedings, shall be added to and deemed a part of the Owner's respective share of the common expenses, and the Board shall have a lien for all of the same upon the Unit and the Owner and upon all of the Owner's personal property in the Unit or located elsewhere on the property.

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IN WITNESS WHEREOF, the undersigned Board members have hereunto set their hands and seals the day and date first written above. In confirmation of the meeting vote and approval by at least three-fourths (3/4) of the Unit Owners of this Amendment and in confirmation of this Amendment.

## BOARD OF MANAGERS OF PARK PLACE CONDOMINIUM ASSOCIATION

Mrs Adams  
President

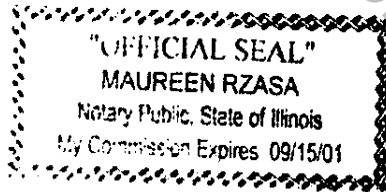
Rzasa Realty  
Director

Sintha Malcom  
Vice President

Rzasa Realty  
Director

Linda Young  
Secretary

Rzasa Realty  
Director



Maureen Rzasa