



Eugene "Gene" Moore Fee: \$40.00
Cook County Recorder of Deeds
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<p align="center">AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND BY- LAWS, EASEMENTS RESTRICTIONS AND COVENANTS FOR THE WINSTON COMMONS III CONDOMINIUM</p>	<p align="center">For use by Recorder's Office only</p>
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This Amendment to Declaration made and entered into the 29th day of April, 2003, is an amendment to that certain Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for the Winston Commons III Condominium (hereinafter referred to as "Declaration") recorded on October 18, 1979, as Document No. 25197374.

WITNESSETH:

WHEREAS, the Board of Directors and members of Winston Commons III Condominium (hereinafter referred to as the "Association") desire to amend the Declaration; and

WHEREAS, pursuant to Article XIX, Section 6 of the Declaration, the Declaration may be amended by an instrument signed and acknowledged by all the members of the Board and at least three-fourths (3/4ths) of the owners and containing an affidavit by an officer of the Board certifying that a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit not less than ten days prior to the date of such affidavit. Any amendment adopted pursuant to the above provisions shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois; and

WHEREAS, said instrument has been signed and acknowledged by all members of the Board (Exhibit B attached hereto); and

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WHEREAS, said instrument has been signed by three-fourths (3/4ths) of the owners, their signatures being attached hereto; and

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DATE 6/18/03 COPIES 6
OK BY [Signature]

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WHEREAS, an affidavit is attached hereto as Exhibit C certifying that a complete copy of the amendment has been mailed by certified mail to all mortgagees having a bona fide lien of record not less than ten days prior to the execution of said affidavit.

NOW, THEREFORE, the Association hereby declares that the Declaration be and is hereby amended as follows (additions to text are shown as underlined and deletions to text are shown as a ~~strikeout~~):

Article IX, Section 1 of the Declaration shall be amended as follows:

Any Unit Owner ~~other than the Trustee~~ who wishes to sell ~~or lease~~ his Unit Ownership ~~(or any lessee of any Unit wishing to assign or sublease such Unit)~~ shall give to the Board not less than thirty (30) days prior written notice of his intent to sell ~~or lease~~ and subsequently, the terms of any contract to sell ~~or lease~~, 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 ~~or lessee~~ and such other information concerning the proposed purchaser ~~or lessee~~ 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 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 ~~(or lessee)~~ 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 ~~(or sublease or assignment of)~~ such Unit Ownership to the proposed purchaser ~~or lessee~~ named in such notice upon the terms specified therein. If the Unit Owner ~~(or lessee)~~ fails to close said proposed sale ~~or lease~~ transaction within said ninety (90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.

Leasing of Units. In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Unit Owners to reside on the premises. Unit owners are prohibited from leasing their units. Any unit owners leasing their units and having a current lease on file with the Association as of the effective date of this amendment may continue to lease their unit until the current lease expires, at which time the Owner may no longer have a tenant reside in the unit. Any Owners leasing their units as of the effective date of this amendment must provide the Board with a copy of the lease within fourteen (14) days of the recording of this document. Failure to do so will prohibit those Owners from leasing their units.

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- (1) Any Unit Owner may apply for a one time hardship waiver of enforceability of this policy. The Unit Owner must submit a request, in writing, to the Board of Managers, requesting a hardship waiver, setting forth all reasons why they are entitled to same. If the Board determines a hardship exists, the Unit Owner requesting such hardship will be permitted to lease their unit for a period of not less than nine (9) consecutive months, or more than twelve (12) consecutive months. Once the tenant moves out or this period expires, whichever occurs first, the Owner must come into compliance with this amendment and may no longer lease their unit. Failure to abide by all rules and regulations of the Association may result in revocation of hardship status.
- (2) The effective date of this Amendment shall be deemed to be the date of recording with the Office of the Recorder of Deeds of Cook County.
- (3) Any Unit in violation of this Amendment or any Unit Owner found to be in violation of the Rules and Regulations adopted by the Board of Managers may be subject to a flat or daily fine to be determined by the Board of Managers upon notice and an opportunity to be heard.
- (4) In addition to the authority to levy fines against the Unit Owner 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 Unit Owner and/or their tenant, under 735 ILCS 5/9 et. seq., an action for injunctive and other equitable relief, or an action at law for damages.
- (5) Any action brought on behalf of the Association and/or the Board of Managers to enforce this Amendment shall subject the Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.
- (6) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.
- (7) The Board of Directors of the Association shall have the right to lease any Association owned units or any unit which the Association has possession, pursuant to any court order, and said units shall not be subject to this amendment.

Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

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This Amendment is executed by an instrument in writing, signed and acknowledged by all members of the Board of Directors of the Association and at least three-fourths (3/4ths) of the unit owners and a majority of first mortgagees of units which are subject to a mortgage or trust deed, and the signatories hereby warrant that they possess full power and authority to execute this instrument.

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

ROBERT B. KOGEN
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 – 847/537-0500

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EXHIBIT A

All units in the Building located on the Parcel are delineated on the Survey, referred to as Exhibit "A" in the original Declaration, and attached to the original Declaration, and made a part of this Amendment to the Declaration, and are legally described as follows:

Unit No. 101, 102, 103, 104; 201, 202, 203, 204 and 301, 302, 303 and 304 in Winston Commons No. III condominium as delineated on a survey of the following described real estate:

Lots 2 and 3 in Sieclar Subdivision being a subdivision of part of the Southwest Quarter of the Southwest Quarter of Section 19, Township 36 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois,

which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document No. 25197374 together with its undivided percentage interest in the Common Elements.

<u>PIN</u>	<u>UNIT</u>	<u>ADDRESS</u>	<u>OWNERSHIP</u> <u>%</u>
28-19-305-007-1001	101	16610 Theresa Lane, Tinley Park, IL 60477	undivided
28-19-305-007-1002	102	16622 Theresa Lane, Tinley Park, IL 60477	undivided
28-19-305-007-1003	103	16610 Theresa Lane, Tinley Park, IL 60477	undivided
28-19-305-007-1004	104	16610 Theresa Lane, Tinley Park, IL 60477	undivided
28-19-305-007-1005	201	16610 Theresa Lane, Tinley Park, IL 60477	undivided
28-19-305-007-1006	202	16610 Theresa Lane, Tinley Park, IL 60477	undivided
28-19-305-007-1007	203	16610 Theresa Lane, Tinley Park, IL 60477	undivided
28-19-305-007-1008	204	16610 Theresa Lane, Tinley Park, IL 60477	undivided
28-19-305-007-1009	301	16610 Theresa Lane, Tinley Park, IL 60477	undivided
28-19-305-007-1010	302	16610 Theresa Lane, Tinley Park, IL 60477	undivided
28-19-305-007-1011	303	16610 Theresa Lane, Tinley Park, IL 60477	undivided
28-19-305-007-1012	304	16610 Theresa Lane, Tinley Park, IL 60477	undivided

Total: 100% undivided

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EXHIBIT B

APPROVAL BY BOARD OF DIRECTORS

We, the undersigned, are the Board of Directors of the Association. Upon a vote of the Board of Directors of the Association, we have been authorized to execute this document on behalf of the Association.

EXECUTED AND ACKNOWLEDGED this 29 day of April, 2003.

Eduardo Mani

Jayce B Stanley

Jane Lammi

Board of Directors of Winston Commons III
Condominium

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EXHIBIT C

AFFIDAVIT OF MAILING

I, Joyce B. Stanley, state that I am the Secretary of the Board of Directors of the Winston Commons III Condominium, and hereby certify that the foregoing Amendment was mailed to mortgagees having bona fide liens of record against any unit ownership at least ten days prior to the date of this affidavit.

Dated: 4-29, 2003

By: Joyce B. Stanley
Secretary

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PETITION TO APPROVE AMENDING THE DECLARATION FOR WINSTON COMMONS III CONDOMINIUM

We, the undersigned, do hereby approve the amendment to the Declaration of Condominium Ownership for the Winston Commons III Condominium, specifically regarding the leasing of units, as attached hereto.

Name (Signature)	Address	Name of Address of Mortgagee
Helen Verbeek	16610 Dheroga Ln #101 Triley Pl, #60477 NA	-2584
Joyce Stanley	#102	BANK OF AMERICA
June Lamoni	#203	CHASE MANHATTAN
Sherry Bohner	#202	WELL-FARGO
Saeed R. Kalleh	#103	Country wide.
Michael Lorea	#201	## ON BACK
Eduardo Mani	#204	ON BACK
Nancy Stauron	#301	LaSalle Bank ABN Amro
[Signature]	#104	—
R. M. J.	#304	LaSalle ABN Amro

#301

ABN Amco
135 S. La Salle St.
Chgo. Il. 60674

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#201

First Franklin Financial Corp.
1051 Perimeter Drive Suite 715
Schaumburg, IL 60173

#102

Bank of America
ATTN: Mortgage Customer Service
P.O. Box 35140
Louisville, KY 40232-5140
800-444-4302

#204

Standard Bank & Trust Co.
Mortgage Department
128 Depot St.
P.O. Box 298
Gardner, IL 60424-0298

#203

Chase Manhattan Mortgage Corporation
PO Box 830016
Baltimore MD 21283-0016

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WINSTON COMMONS III CONDOMINIUM

BALLOT

Regarding the proposed amendment to the Declaration of Condominium Ownership Easements, Restrictions and Covenants and By-Laws for the Winston Commons III Condominium, specifically regarding leasing of units:

I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):

Joseph A. Johnston III

Property Address: 16610 S. Theresa Lane, Unit 303, Tinley Park, IL 60477

Name and Address of Mortgage Lender (if any):

S/3 Bank
PO Box 630170
Cincinnati, OH 45263-0170