



Doc#: 0402945055
Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 01/29/2004 09:27 AM Pg: 1 of 7

**AMENDMENT TO THE
DECLARATION OF
CONDOMINIUM OWNERSHIP
AND OF EASEMENTS,
RESTRICTIONS AND
COVENANTS FOR
PARKVIEW CONDOMINIUM
ASSOCIATION OF
ARLINGTON HEIGHTS**

For Use by the Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Parkview Condominium Association of Arlington Heights, an Illinois Not-For-Profit Corporation (hereafter the "Declaration"), which Declaration was recorded on August 23, 1989, as Document Number 89393826 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A," which is attached hereto and

make a part hereof.

F		A
P	<i>[Signature]</i>	P
T	<i>[Signature]</i>	V
I	<i>[Signature]</i>	L

WITNESSETH:

WHEREAS, the Parkview Condominium Association of Arlington Heights (hereafter the "Association") is the assignee of the developer's rights as set forth and described in the Declaration; and

WHEREAS, pursuant to Paragraph 18 of the Declaration, the Declaration may be amended, changed, modified or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission signed by seventy-five percent (75%) of the Owners.

WHEREAS, an affidavit signed by an officer of the Association is attached hereto as Exhibit B, certifying that said instrument has been approved by seventy-five percent (75%) of the Owners in the Association, and the attached ballots of said owners.

WHEREAS, Paragraph 18 of the Declaration provides that an amendment to the Declaration regarding the leasing of units requires the written approval of fifty-one percent (51%) of the Mortgagees. Approval may be implied when a First Mortgagee fails

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

KERRY T. BARTELL, ESQ.
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 - (847) 537-0500

RECORDING FEE 36-
DATE 1-29-04 COPIES 6
OK BY [Signature]

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to submit a written response within thirty (30) days after it receives notice of said proposal, if the notice was delivered by certified mail, return receipt requested.

WHEREAS, an affidavit is attached hereto as Exhibit C certifying that fifty-one percent (51%) of all Mortgagees have consented to this Amendment and contained in the mailing was a consent form in the format attached hereto.

NOW, THEREFORE, the Association hereby declares that Paragraph 7, of the Declaration be and is hereby amended as follows (additions in text are indicated by underline and deletions in text are indicated by strike-out):

7. LEASING RESTRICTIONS. Notwithstanding any foregoing provisions of this Declaration to the contrary, rental or leasing of Units is prohibited, except as hereinafter provided.

A. Those Units which are being leased on the effective date of this Amendment may continue to be leased by the current Tenant ("Grandfathered Tenant") until such Grandfathered Tenant vacates the Unit. Once the Grandfathered Tenant is no longer occupying the Unit, the Owner must either take possession of the Unit, maintain the Unit as a vacant Unit, or sell the Unit, subject to the provisions below. A copy of all current leases must be on file with the Board of Managers no later than fourteen days after the effective date of this Amendment.

B. Occupancy of a Unit by a Family Member(s) of a Unit Owner is not permitted, and shall not constitute a lease as defined under this Amendment, even if there is no written memorandum or agreement executed between the parties. Family Member shall be defined as parents, grandparents, children, siblings, and spouse of the Unit Owner.

C. Hardship. If a Unit is vacated by a tenant in occupancy as of the recording date of this Amendment, or vacated by a Unit Owner for reasons beyond his control, the Unit Owner may apply for a one year hardship waiver in the following manner:

(i). The Unit Owner must submit a request in writing to the Board of Directors requesting a one year hardship waiver of this paragraph, setting forth the reasons why they are entitled to same.

(ii). If, based on the data supplied to the Board of Directors by the Unit Owner, the Board finds that a reasonable hardship exists, the Board may grant a one year waiver. Any lease entered into shall be in writing and for a period of one year. The lease must also contain a provision that failure by the tenant or the Unit Owner to abide by the Rules and Regulations of the Association may, in the discretion of the Board of

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Directors, result in termination of the lease by the Board of Directors. All decisions of the Board shall be final.

(iii). Copies of all leases must be submitted to the Board within ten (10) days after execution and prior to occupancy.

(iv). All tenants shall acknowledge in writing that they have received copies of the rules and regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors.

(v). In the event an Owner has been granted hardship status, they must re-apply within thirty (30) days of the expiration of each hardship period if they wish to request an extension.

D. Any Unit being leased out in violation of this Amendment or any Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

E. In addition to the authority to levy fines against the 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 Owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

F. Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

G. 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.

H. This Amendment shall not prohibit the Board from leasing any Unit owned by the Association or any Unit which the Association has been issued an Order of Possession by the Circuit Court of Cook County.

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PARKVIEW CONDOMINIUM ASSOCIATION OF ARLINGTON HEIGHTS

EXHIBIT A LEGAL DESCRIPTION

LOTS 3 AND 4 IN BLOCK 3 IN GEORGE W. DUNTON'S ADDITION TO ARLINGTON HEIGHTS, A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

104 NORTH PINE, ARLINGTON HEIGHTS, ILLINOIS	
UNIT NUMBER	PIN NUMBER
201	03-29-336-010-1001
202	03-29-336-010-1002
203	03-29-336-010-1003
204	03-29-336-010-1004
205	03-29-336-010-1005
301	03-29-336-010-1006
302	03-29-336-010-1007
303	03-29-336-010-1008
304	03-29-336-010-1009
305	03-29-336-010-1010
401	03-29-336-010-1011
402	03-29-336-010-1012
403	03-29-336-010-1013
404	03-29-336-010-1014
405	03-29-336-010-1015
501	03-29-336-010-1016
502	03-29-336-010-1017
503	03-29-336-010-1018
504	03-29-336-010-1019
505	03-29-336-010-1020

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PARKVIEW CONDOMINIUM ASSOCIATION OF ARLINGTON HEIGHTS

EXHIBIT B

CERTIFICATION AS TO UNIT OWNER APPROVAL

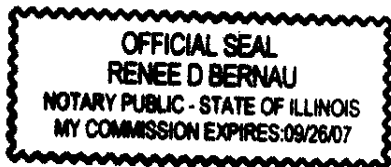
I, Peter Lennon, do hereby certify that I am the duly elected and qualified secretary for the Parkview Condominium Association of Arlington Heights, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the Parkview Condominium Association of Arlington Heights, was duly approved by seventy-five (75%) of the owners in the Association, in accordance with the provisions of Paragraph 18, of the Declaration.

By: Peter Lennon
Its: Secretary

Subscribed and sworn to before me
this 21 day of January, 2003.

Renee Bernau
Notary Public



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PETITION TO APPROVE AMENDING THE DECLARATION FOR PARKVIEW CONDOMINIUM ASSOCIATION OF ARLINGTON HEIGHTS

We, the undersigned, do hereby approve the Amendment to the Declaration of the Parkview Condominium Association of Arlington Heights, specifically regarding the leasing of units, as attached hereto.

Name (Signature)	Address / Unit No.
<i>[Signature]</i>	104 N. Pine Ave # 201
Wm + Vag Schukowsky	104 N. Pine Ave. # 505
Catherine M. Stejke	104 N. Pine Ave #305
Leslie E. Schmale	104 N. Pine ave. #203
Edyta Zudok	104 N. Pine ave. #405
James C. Zyzor	104 N. PINE AVE, #404
Laura Barnett	104 N. Pine Ave, #304
Helen J. O'Shaughnessy	104 N. Pine Ave #301
Jenny Killep	104 N. Pine #205
Peter Renno	104 N. Pine Ave. #503
Maureen J. Sullivan	104 N Pine Ave #501
Carol Hartung	104 N. Pine #504
Christa Stamat	104 N. Pine #502
Ruth H. Carroll	104 N. Pine, 403
Tyson [Signature]	104 N. Pine, # 302

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EXHIBIT "F"

PARKVIEW CONDOMINIUM ASSOCIATION OF ARLINGTON HEIGHTS

BALLOT

I approve of the amendment regarding leasing restrictions.

I do not approve of the amendment regarding leasing restrictions.

Pamela J. Gettings
Signature line

Pamela J. Gettings
Printed Name

Property Address: 104 N. Pine, #204
Arlington Heights, Illinois

Property of Cook County Clerk's Office