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## AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR RALEIGH PLACE OF RICHTON PARK CONDOMINIUMS

This document is recorded for the purpose of amending the DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR RALEIGH PLACE OF RICHTON PARK CONDOMINIUMS (hereinafter referred to as "Declaration"), which Declaration is dated October 1, 1997. Said Declaration was recorded on January 15, 1998 as Document No. 98041647 in the Office of the Recorder of Deeds for Cook County, Illinois and covers the property (hereinafter referred to as "Property") legally described in Exhibit A attached hereto and made a part hereof.

This Amendment is adopted pursuant to the provisions of Article XVIII, Section F, of the Declaration. Said Section provides that the Declaration may be amended by an instrument in writing signed and acknowledged by the Board and approved by the Unit Owners having at least two-thirds (2/3rds) of the total vote at a meeting called for that purpose. Any Amendment must be properly recorded in the office of the Cook County Recorder of Deeds.

### RECITALS

**WHEREAS**, the Association established pursuant to the Declaration was incorporated under the name of RALEIGH PLACE OF RICHTON PARK CONDOMINIUM ASSOCIATION (hereinafter referred to as "Association"); and

**WHEREAS**, the Owners desire to amend the Declaration in order to restrict the leasing and rental of any and all condominium units; and

**WHEREAS**, the Amendment has been approved by not less than two-thirds (2/3rds) of the Unit Owners, in compliance with Article XVIII, Section F of the Declaration; and

**NOW, THEREFORE**, the DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR RALEIGH PLACE OF RICHTON PARK CONDOMINIUMS is hereby amended as follows:

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Doc#: 0408210037  
Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 03/22/2004 09:26 AM Pg: 1 of 5

F	\$32.00	A
P		P
T	3-22-4	V
I	C. Fetz	

Above Space For Recorder's Use Only

RECORDING FEE \$32.00  
DATE 3-22-4 COPIES 6X PG 5  
OK BY C. Fetz

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1. Article IX is hereby rescinded in its entirety and the following shall be inserted in lieu thereof:
  - A. Prohibition of Leasing. Notwithstanding any reference to leasing in the Declaration to the contrary, each Unit Owner shall occupy and use such Unit as a private dwelling for the Owner and her or his immediate family. Leasing of a Unit other than as is hereinafter set forth is strictly prohibited.
    - 1) To meet special situations and to avoid undue hardship, the Board of Directors may, but is not required to grant permission to a Unit Owner to lease her or his unit to a specified lessee for a period of not less than six (6) consecutive months and not more than twelve (12) consecutive months. In no event, regardless of hardship, may any unit be leased for a period of more than twelve (12) consecutive months. A lease approved by the Board of Directors may not be renewed under any circumstances. Such permission for leasing or extensions may be granted only upon the written application by the Unit Owner to the Board of Directors. Said written application shall set forth the basis upon which the Unit Owner concludes that the prohibition of leasing will cause undue hardship. The Board of Directors should respond to each application in writing within thirty (30) days of the submission thereof. Failure to respond shall not be deemed an approval, rather it shall be deemed a denial. The Board of Directors has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease. The decision of the Board of Directors shall be final and binding.
      - a) An Owner shall provide to Association a copy of the lease entered into by the Unit Owner and any such other information which the Board may reasonably request about the lessee within fourteen (14) days of the date of the lease. There must always be a written lease.
  - B. Application. This Prohibition of Leasing shall apply to present and future Unit Owners. All Unit Owners shall be bound by the terms hereof.
  - C. Violation. In the event of a violation of this Article IX, in addition to, or in lieu of the provisions set forth in Article XVII of the Declaration and other applicable laws of the State of Illinois, the Association may take whatever other or additional steps it deems appropriate, including, but not limited to, the following:
    - 1) Levying a fine and/or assessment against the unit owner of not less than \$25.00 per day while the violation continues, with any such fines or assessments deemed to be assessments as set forth in Article XV of the Declaration and collectible as set forth in Article XV and the Illinois Forcible Entry and Detainer Statute.
    - 2) Eviction of the tenant after serving the tenant with a demand for possession by delivering a copy thereof to the tenant, or by leaving such a copy thereof with some person of the age of thirteen (13) years or upwards, residing on, or

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being in charge of, the premises. Said notice shall give the tenant thirty (30) days to vacate the premises.

- D. Attorney's Fees and Costs. The Unit Owner shall be responsible for all attorney's fees and costs incurred by Association in enforcing the terms of this Article IX.
  - E. Association Leasing. In the event the Association and/or the Board of Directors obtains ownership of a unit or possession of a unit, the Board may, at its sole discretion, lease such unit.
2. In the event of a conflict between the terms of this Amendment and the terms of the Declaration, the terms of this Amendment shall control.
  3. Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed this 22nd day of January, 20 04.

## RALEIGH PLACE OF RICHTON PARK CONDOMINIUM ASSOCIATION

By:

Delores Thorns  
DELORES THORNS, President

Ruth Moore  
RUTH MOORE, Secretary

Greeneta Watkins  
GREENETA WATKINS, Treasurer

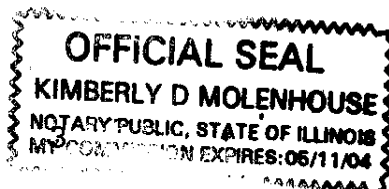
NOW COMES DELORES THORNS, President of the Board of Directors of RALEIGH PLACE OF RICHTON PARK CONDOMINIUM ASSOCIATION, and states that the above is a true and correct statement of the Amendment as adopted and that the necessary approval by at least two-thirds (2/3rds) of votes within the Association has been obtained, and that a copy of this Amendment has been mailed by certified mail on February 5, 20 04 to all mortgagees having bona fide liens of record against any unit.

Delores Thorns  
DELORES THORNS, President

Subscribed and Sworn to  
before me this 12th day of March, 2004

Kimberly D. Molenhouse  
NOTARY PUBLIC

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STATE OF ILLINOIS        )  
   )  
 COUNTY OF COOK         )        SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **DELORES THORNS, RUTH MOORE and GREENETA WATKINS**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22 day of January, 20 04.

*Robert H. Oleksyn*  
 "OFFICIAL SEAL"  
 Notary Public  
 Robert H. Oleksyn  
 Notary Public, State of Illinois  
 My Commission Exp. 04/26/2007

GORDON A. COCHRANE  
 Attorney at Law  
 20000 Governors Drive  
 Olympia Fields IL 60461-3001  
 708-481-9530  
 Fax 708-481-2181  
 Atty. No. 51720

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## EXHIBIT A

Raleigh Place of Richton Park Condominium, as delineated on a Plat of Survey of parts of Lots 2 and 3 in Raleigh Place of Richton Park - Phase 1, being a part of the West ½ of the East ½ of the Northeast ¼ of Section 34, Township 35 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 January 15, 1998 as Document 98041647, as amended from time to time.

Address	Permanent Index Number
22341 Karlov Avenue	31-34-201-018-1001
22343 Karlov Avenue	31-34-201-018-1002
22345 Karlov Avenue	31-34-201-018-1003
22347 Karlov Avenue	31-34-201-018-1004
22371 Karlov Avenue	31-34-201-018-1005
22373 Karlov Avenue	31-34-201-018-1006
22375 Karlov Avenue	31-34-201-018-1007
22377 Karlov Avenue	31-34-201-018-1008
22380 Karlov Avenue	31-34-201-018-1009
22382 Karlov Avenue	31-34-201-018-1010
4121 Westminster	31-34-201-018-1011
4123 Westminster	31-34-201-018-1012