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Cook County Recorder of Deeds
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**AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND
EASEMENTS, RESTRICTIONS AND COVENANTS FOR ORLAND LAKES
ESTATES, A CONDOMINIUM
AND
DECLARATION OF BYLAWS FOR ORLAND LAKES ESTATES
CONDOMINIUM ASSOCIATION AN ILLINOIS NOT-FOR-PROFIT
CORPORATION**

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**AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND
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CONDOMINIUM ASSOCIATION AN ILLINOIS NOT-FOR-PROFIT
CORPORATION**

We, the undersigned, duly qualified Unit Owners of Orland Lakes Estates Condominium Association in accordance with the provisions of Article XIX of a certain Declaration of Condominium Ownership for Orland Lakes Estates Condominium Association dated November 10, 1987, and as filed in the Recorder's Office of Cook County, Illinois, as Document Number 87631091 on November 25, 1987, and as from time to time amended, affecting the real estate described on Rider "A" attached hereto, as amended from time to time, hereby agree and consent to amend Articles IX, XIX, XIV and XV of the aforesaid Declaration, by interlineating and underlining the existing language of Articles IX, XIX, XIV and XV. All underlines represent new language and all interlineations denote previous language being deleted.

The existing Paragraph IX, Paragraphs A, B, C and D, shall be modified and delete the following language:

ARTICLE IX

LEASE OF UNIT OWNERSHIP

A. ~~Lease by unit owner. Any Unit owner shall have the right to lease all (and not less than all) of his Unit Ownership, upon such terms and conditions as the Unit owner may deemed advisable; except that no Unit Ownership shall be leased for transient or hotel purposes. Any lease of a Unit Ownership for less than sixty (60) days shall be deemed to be a lease for transient or hotel purposes. Any lease of a Unit Ownership for less than sixty (60) days shall be deemed to be a lease for transient or hotel purposes. All leases shall be in writing and it shall be the duty of the Unit Owner to provide in any such lease that it is subject to the terms of this Declaration and any failure of the lessee to comply with the terms of the Declaration shall be a default under the lease; in no event, however, shall the absence of the provision in any such lease requiring the lessee to comply with the terms of this~~

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~~Declaration excuse the lessee to complying with this Declaration and the failure to do so shall be a default under the lease notwithstanding the absence of a provision to that effect contained therein. All prospective lessees must be approved in writing by the board or its agent prior to execution of the lease. The Board may prescribe reasonable rules and regulations concerning an application process for approval of prospective lessees, including the imposition of reasonable fees to help defray the costs associated with the application process.~~

~~B. Lease by Trustee or Developer. Notwithstanding anything contained in this Declaration to the contrary, the Trustee and/or Developer may at any time lease any Unit Ownership or any interest therein upon terms satisfactory to the Trustee or Developer and no such lease shall be subject to the provisions of Paragraph A of this Article IX.~~

~~C. Attempted Leases. Any attempted lease or sublease of a Unit Ownership, beneficial interest in a Unit Ownership, or any interest therein by any person (other than the Trustee or Developer) which is not made in compliance with the provision of this Article IX shall be null and void and of no force or effect.~~

~~D. Miscellaneous. If a proposed lease of any Unit Ownership or any interest therein is made by any person after compliance with the foregoing provision of this Article IX the lessee thereunder shall be bound by and subject to all of the obligations of the lessor with respect to such Unit Ownership as provided in this Declaration. Any Unit Owner or beneficiary or any Unit Ownership making any such lease shall not be relieved thereby from any obligations under this Declaration.~~

The following paragraphs shall replace and be inserted in place of the previous language in Article IX, and Article IX shall now read in its entirety, as follows:

ARTICLE IX. LEASE OF UNIT OWNERSHIP/SALE BY A UNIT OWNER - FIRST OPTION TO BOARD -

A. LEASE OF UNIT OWNERSHIP - No unit shall be used for other than residential purposes. Each unit shall be used as a residence for a single family, and for no other purpose, by the Unit Owner and his family.

"Except as set forth herein, no renting or leasing of units shall be permitted, except by the Board in accordance with applicable law and the provisions of this Declaration. The Board may lease any Unit which it obtains possession of as it deems appropriate. Any person(s) physically occupying and leasing any unit on or before the recording of this Amendment, pursuant to a written lease agreement, shall be entitled to continue that leasehold agreement throughout the duration of said leasehold term. All lessors/owners shall be required to provide the Board with a copy of the existing written lease within twenty-one (21) days after the recording of this Amendment and shall identify by name and describe each lessee and their family members that are

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physically occupying and leasing any such unit pursuant to a written lease. No substitution of lessees shall be permitted. The Board may also prescribe other appropriate rules and regulations concerning leasing as it deems appropriate. Failure of any owner/lessor and/or lessee to comply with these provisions shall be sufficient cause for the Board to terminate the said lease, pursue any action at law in forcible entry and detainer, institute appropriate fines and/or discipline against the Unit owner and/or lessee, and/or the Unit, permitted by law, this Declaration, the By-Laws or Rules and Regulations. Further, the Board may in its sole discretion allow for the lease of any unit based upon its own determination of hardship to the affected unit owner for a maximum of twelve (12) consecutive months pursuant to a written lease provided to and approved in writing by the board.

The existing Article XIX paragraph F shall be amended and shall now read in it's entirety, as follows:

F. Amendment, Change, Modification, or Rescission. A No provision of this Declaration affecting or creating any of the rights, options, privileges or duties of the Trustee or Developer (including without limitation the provisions of Article XII of this Declaration and the provisions of the following Paragraph G) may be amended, changed, modified or rescinded in any way without the prior written consent of the Trustee and Developer. The provisions of this Paragraph F may only be amended, changed modified, or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and signed, acknowledged, and approved by the Board, the Developer and all of the unit Owners and all mortgages having bona fide liens of record against any of the Unit Ownerships. Except for amendments made pursuant to the provision of Article III of this Declaration (which amendments shall only require the signature of the Trustee) and except for amendments made pursuant to the provisions of the following Paragraph G (which amendment shall only require the signature of the Trustee) and except for amendments to this Paragraph F, and except as elsewhere provided in this Declaration, and except as for provided in the Act, the modified or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and 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 and approved by any mortgagees required under the Condominium Instruments and containing an affidavit by an officer of the Board certifying that a copy of such instrument (without such affidavit) has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit not less than ten (10) days prior to the date of such affidavit. Each instrument of amendment, change, modification or rescission made in accordance with this Declaration shall be effective upon the recording of such instrument in the office of the Cook County Recorder of Deeds.

The existing Article XV paragraph C shall be amended and shall now read in it's entirety, as follows:

C. Initial and Annual Meeting. The initial meeting of the voting members shall

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be held upon not less than twenty-one (21) or more than thirty (30) days' written notice given by the Trustee or Developer, but in any event, the initial meeting of the Voting Members shall be held not later than sixty (60) days after the conveyance by the Trustees or Developer of 75% of the Units or three (3) years after the recording of this Declaration, whichever is earlier; provided, however, (i) the words "75% of the Units" as used in the preceding clause of this sentence shall mean 75% of the sum of the Units listed on Exhibit B attached hereto plus all of the Units which Developer contemplates constructing on the Additional Land and adding to the Property pursuant to one or more amendments to Condominium Declaration described in Article XII of this Declaration, and (ii) the aforescribed three (3) year period shall be extended for an additional three (3) years from the date of recording of the last of such Amendment to Condominium Declaration recorded prior to three (3) years after the recording of this Declaration. After the initial meeting of the Voting Members, there shall be an annual meeting of the Voting Members on the First Monday of November following such initial meeting and on the first Monday of each succeeding November thereafter at 7:30 p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Voting Members no less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting.

The existing Article XIV paragraph H, 17, shall be amended and shall now read in it's entirety, as follows:

17. The Board's powers hereinabove enumerated and described in this Declaration shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements in accordance with the provision of this Declaration) requiring an expenditure in excess of ~~Twenty Thousand Dollars (\$20,000.00)~~ Five Thousand Dollars (\$5,000.00) without in each case the prior approval of Voting Members having two-thirds (2/3rds) of the total vote;

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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 53 IN ORLAN BROOK UNIT NUMBER 3, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

And also:

LOT 40 IN ORLAN BROOK UNIT NUMBER 3, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESSES: 15508 Orlan Brook Drive, Orland Park, Illinois
15510 Orlan Brook Drive, Orland Park, Illinois
15728 Orlan Brook Drive, Orland Park, Illinois
15730 Orlan Brook Drive, Orland Park, Illinois

PROPERTY INDEX NUMBERS:
27-14-304-006 through 27-14-304-022, inclusive

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CONSENT AND APPROVAL

The following attached signatures represent the consent of the Orland Lakes Estates Board of Directors to add the aforesaid Amendment to ARTICLE IX, Lease of Unit Ownership/Sale by a Unit Owner - First Option to Board, and also ARTICLE XV and also ARTICLE XIX paragraph F, and also Article XIV, paragraph H, 17, to the Declaration of Condominium Ownership for Orland Lakes Estates Condominium Association, as filed in the Recorder's Office of Cook County, Illinois, as Document Number 87631091 on November 25, 1987, as amended.

DIRECTORS

DATE

Donna Gay Hardy, President

May 4, 2004

Geraldine R. Baker, Treasurer

May 4, 2004

Susan M. Murphy, Asst. Sec.

May 4, 2004

Severly J. DeGeorge Walters, Secty

May 4, 2004

Supern J. Blum, Bldg. Insp.

May 10, 2004

The undersigned, duly qualified Unit owners/members of the Orland Lakes Estates Board of Directors, hereby consent and approve the aforesaid Amendments to ARTICLE IX, Lease of Unit Ownership/Sale by a Unit Owner - First Option to Board, and also ARTICLE XV and also ARTICLE XIX paragraph F, and also Article XIV, paragraph H, 17, to the Declaration of Condominium Ownership, to the Declaration of Condominium Ownership for Orland Lakes Estates Condominium Association, as filed in the Recorder's Office of Cook County, Illinois, as Document Number 87631091 on November 25, 1987, as amended.

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CONSENT OF UNIT OWNERS TO AMENDMENTS TO ARTICLE IX, LEASE OF UNIT OWNERSHIP/SALE BY A UNIT OWNER - FIRST OPTION TO BOARD AND ARTICLE XV AND ALSO ARTICLE XIX PARAGRAPH F, AND ALSO ARTICLE XIV, PARAGRAPH H, 17, TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR ORLAND LAKES ESTATES CONDOMINIUM ASSOCIATION, AS FILED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 87631091 ON NOVEMBER 25, 1987, AS AMENDED.

<u>UNIT NO.</u>	<u>PERCENTAGE INTEREST IN COMMON ELEMENTS</u>	<u>OWNERS NAME</u>
<u>205</u>	<u>6.35%</u>	<u>Jesse M. Murphy</u>
<u>206</u>	<u>6.15%</u>	<u>Leverly J. DeGeorge</u>
<u>207</u>	<u>6.35%</u>	<u>Lorraine Anello</u>
<u>208</u>	<u>6.15%</u>	<u>Donna Jay Hardy</u>
<u>209</u>	<u>6.15%</u>	<u>Janet E. Benson</u>
<u>210</u>	<u>6.35%</u>	<u>Geraldine R. Baker</u>
<u>211</u>	<u>6.15%</u>	<u>_____</u>
<u>212</u>	<u>6.35%</u>	<u>Joe Super Palmer</u>
<u>253</u>	<u>6.35%</u>	<u>Brian G. Harris</u>
<u>254</u>	<u>6.15%</u>	<u>Dorothy F. Renner</u>
<u>255</u>	<u>6.35%</u>	<u>_____</u>
<u>256</u>	<u>6.15%</u>	<u>John A. Alyson</u>

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<u>UNIT NO.</u>	<u>PERCENTAGE INTEREST IN COMMON ELEMENTS</u>	<u>OWNERS NAME</u>
<u>257</u>	<u>6.15%</u>	<u>Helen D. Rosson</u>
<u>258</u>	<u>6.35%</u>	<u>Berry Tall</u>
<u>259</u>	<u>6.15%</u>	<u>Lyonne J. Bauer</u>
<u>260</u>	<u>6.35%</u>	<u></u>

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AFFIDAVIT

Donna Jay Hardy, being duly sworn upon oath, does hereby depose and state as follows:

1. Affiant is currently an officer of the Board of Directors of Orland Lake Estates Condominium Association.
2. That a copy of the Amendments to ARTICLE IX, Lease of Unit/Ownership Sale by a Unit Owner- First Option to Board, to the Declaration of Condominium Ownership and ARTICLE XV and also ARTICLE XIX paragraph, F, and also Article XIV, paragraph H, 17 to the Declaration of Condominium Ownership for Orland Lakes Estates Condominium Association, as filed in the Recorder's Office of Cook County, Illinois as Document Number 87631091 on November 25, 1987, as amended, was mailed by certified mail to the last known address of all known mortgagees of record ten (10) days before the date of this Affidavit.

FURTHER, AFFIANT SAYETH NAUGHT.

Donna Jay Hardy
Title: Board President

Subscribed and sworn to before me this

15 day of JULY, 2004.

P. L. Kennelly

Notary Public

