

# UNOFFICIAL COPY

SECOND AMENDMENT TO  
EL CAMENO RE'AL  
CONDOMINIUM  
DECLARATION OF  
COVENANTS, CONDITIONS  
AND RESTRICTIONS  
(LEASING RESTRICTION)



Doc#: 0506047154  
Eugene "Gene" Moore Fee: \$36.00  
Cook County Recorder of Deeds  
Date: 03/01/2005 12:26 PM Pg: 1 of 7

Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and Bylaws for El Cameno Real Condominium, an Illinois Not-For-Profit Corporation, recorded in the office of the Cook County Recorder of Deeds on February 10, 1994, Cook County, Illinois as Document Number 94136088:

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and By-Laws ("Declaration") for the El Cameno Real Condominium Association ("Association") which Declaration was recorded in the office of the Cook County Recorder of Deeds as Document No. 94136088 in Cook County, Illinois, as amended from time to time, legally described as follows:

LOT 7 IN VILLA RE'AL, A SUBDIVISION OF LOT 13 IN CAMENO RE'AL UNIT 2, BEING A RESUBDIVISION OF PART OF LOT 2 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1975 AS DOCUMENT NO. 23,179,733 IN COOK COUNTY ILLINOIS.

UNITS 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 3A, 3B, 3C, 3D, G-1, G-2, G-3, G-4, G-5, G-6, G-7, G-8, G-9, G-10, G-11 & G-12 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN CAMENO RE'AL CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION.

PINS 27-16-204-022-1001 through 27-16-204-022-1012 C/K/A 9935 El Cameno, Orland Park, Illinois 60462.

This Amendment is adopted pursuant to the provisions of Article XII paragraph 11 of the aforesaid Declaration. Said section provides that the Declaration may be changed, modified or rescinded by an instrument in writing, the text of which is set forth below, shall become effective upon the recordation in the Office of the Recorder of Deeds of Cook County, Illinois, setting forth such change, modification or rescission and signed and acknowledged by the President and Secretary of the Board certifying that the Owners having at least two-thirds (2/3rds) of the total votes have approved such amendment at a meeting of the Association duly called for such purpose and containing an affidavit by an Officer of the Board certifying that a copy of the change, modification

# UNOFFICIAL COPY

or rescission has been mailed by certified mail to all First Mortgagees no less than ten (10) days prior to the date of such affidavit.

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been submitted to the provisions of the Illinois Condominium Property Act; and

WHEREAS, the Board and Owners desire to amend the Declaration in order to prohibit the leasing and rental of units, except as otherwise stated herein or approved by the Board in the case of hardship; and

WHEREAS, the amendment has been approved in writing by the acknowledged signatures of the President and Secretary of the Board and by the acknowledged signatures of at least two-thirds (2/3rds) of the Unit Owners, and written approval of at least two-thirds (2/3rds) of all First Mortgagees; all in compliance with Article XII paragraph 11;

NOW THEREFORE, the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and By-Laws for El Cameno Re'al is hereby amended in accordance with the text which follows:

(a) Notwithstanding any other provisions of the Declaration, each Unit Owner shall occupy and use such Unit as a private dwelling for himself/herself and his/her immediate family. Rental or leasing of Units is strictly prohibited.

(b) The leasing prohibition shall be prospective and become effective upon the recording of the Second Amendment as follows:

(1) Any and all leases in force on the date of recording of this amendment are not affected by subsection (a) provided however, i) upon expiration of the current lease, a Unit Owner may renew their existing lease with the current tenant only (defined as the tenant as lessee under the existing lease as of the recording date of this amendment); ii) upon termination of the lease with the current tenant, subsection (a) shall become effective as to the Unit in question, and the Unit Owner may not enter into a new lease with a new tenant; iii) a tenant may not circumvent this provision by assigning or transferring his/her rights under a current in-force lease; any such assignment or transfer will be construed as a lease with a new tenant and will be in violation of this Amendment and subject to action by the Board of Managers as determined and within the sole discretion of the Board of Managers; iv) a Unit Owner shall deliver a copy of any existing and all future leases to the Board of Managers pursuant to paragraph (b)(4); v) once title to the property changes hands, all leases shall be terminated.

(2) The provisions of subsections (a) and (b) shall not apply to the rental or leasing of Units to immediate family members of the Unit Owners nor shall they apply to the rental or leasing of Units by the Association through its Board of Managers. Family members shall be defined as parents, sisters/brothers, children and step-children.

# UNOFFICIAL COPY

(3) The provisions of subsections (a) and (b) shall not apply to a mortgage holder's rental of a Unit during a judicial foreclosure proceeding if the case is being reasonably and diligently prosecuted, provided that (i) the Board is notified of the pending proceeding, (ii) the Board is notified of the Unit rental, (iii) any lease for the Unit contains provisions that the lessee has received a copy of the El Cameno Real Condominium Declaration and Rules and Regulations and agrees to be bound thereby.

(4) Copies of all leases presently in effect shall be submitted to the Board of Managers within thirty (30) days of the effective date of this amendment. Each Unit Owner entering into a lease unconditionally guarantees to the Association and to the owners that his/her respective lessees or contract purchasers will faithfully abide by the provisions of this Declaration, By-Laws and Rules and Regulations of the Association. In the event that any lessee or contract purchaser fails to do so, the responsible Owner shall promptly indemnify the Association and the other Owners for all loss caused thereby and the Owner shall take appropriate action in the matter to correct such failure, including the termination of tenancy and contract and judicial proceedings. If any Owner fails to take such action, the Association may do so on its own behalf or in the Owner's name.

(5) If there is any violation of the foregoing by a Unit Owner, such violation shall be subject to each and all rights and remedies of the Board hereunder and each and all of the remedies and actions available to the Board here under at law or in equity. If the Board is required to take legal action, the Board shall charge back all attorneys fees and court costs against the Unit Owner (Lessor's) as a special assessment.

(c) Except to the extent that they conflict with the amendatory language set forth above, the remaining provisions of the Declaration shall continue in effect without change.

As evidence of such agreement and consent to the foregoing Amendment, the members of the Board of Directors hereby affix their hands and seals and attach hereto the signatures of the Unit Owners.

Acknowledged this 14 day of Sept., 2004.

Megan Holt  
Board President

[Signature]  
Board Secretary

# UNOFFICIAL COPY

Board of Directors:

Megan Glath  
H. H. H. ○  
Greg Donk  
 \_\_\_\_\_  
 \_\_\_\_\_

Subscribed and sworn to before me  
this 14 day of sept, 2004.

Laurie Harm

Notary Public

Seal:



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

WE, THE UNDERSIGNED, constituting the Unit Owners having not less than two-thirds (2/3rds) of the total vote at a meeting called for that purpose hereby declare that we have received the foregoing Amendment, understand its contents and effect, and approve of said amendment by our signatures below.

<u>NANCY BARTOS</u>	<u>Nancy Bartos</u>	<u>1C</u>
Unit Owner's Printed Name	Unit Owner's Signature	Unit No.
<u>Megan Goltz</u>	<u>Megan Goltz</u>	<u>1D</u>
Unit Owner's Printed Name	Unit Owner's Signature	Unit No.
<u>Greg Donko</u>	<u>Greg Donko</u>	<u>3D</u>
Unit Owner's Printed Name	Unit Owner's Signature	Unit No.
<u>Heather Gotsis</u>	<u>Heather Gotsis</u>	<u>3A</u>
Unit Owner's Printed Name	Unit Owner's Signature	Unit No.
<u>Dennis Meyers / Norbert Lous</u>	<u>Dennis Meyers</u>	<u>1B</u>
Unit Owner's Printed Name	Unit Owner's Signature	Unit No.
<u>Jeffrey Henzl</u>	<u>Jeff Henzl</u>	<u>2A</u>
Unit Owner's Printed Name	Unit Owner's Signature	Unit No.
<u>Lisa Scheiner</u>	<u>Lisa Scheiner</u>	<u>3C</u>
Unit Owner's Printed Name	Unit Owner's Signature	Unit No.
<u>GERTRUDE BUGLIO</u>	<u>Gertrude Buglio</u>	<u>1A</u>
Unit Owner's Printed Name	Unit Owner's Signature	Unit No.
<u>GEORGE KODISEK</u>	<u>George Kodisek</u>	<u>3B</u>
Unit Owner's Printed Name	Unit Owner's Signature	Unit No.
_____ Unit Owner's Printed Name	_____ Unit Owner's Signature	_____ Unit No.
_____ Unit Owner's Printed Name	_____ Unit Owner's Signature	_____ Unit No.
_____ Unit Owner's Printed Name	_____ Unit Owner's Signature	_____ Unit No.



# UNOFFICIAL COPY

## AFFIDAVIT OF MAILING

STATE OF ILLINOIS     )  
   ) ss  
 COUNTY OF COOK        )

Megan Goltz, as Secretary of the El Cameno Real Condominium Association, an Illinois Not For Profit Corporation, of Orland Park, Illinois, hereby certifies that she caused written notice of the foregoing Amendment to be mailed via certified mail to nine (9) First Mortgagees having a bona fide lien of record against any unit ownership; that written consent was received from six (6) First Mortgagees which consent is two-thirds of the First Mortgage Holders required by the Declaration of Covenants, Conditions and Restrictions of Record for the Cameno Re'al Association; further, said records are of the consent are maintained as part of the Association records.

Dated: 2-27 2004

By: Megan Goltz  
 Secretary