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Cook County Recorder of Deeds
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**FIRST AMENDMENT TO
THE DECLARATION OF
CONDOMINIUM
OWNERSHIP AND OF
EASEMENTS,
RESTRICTIONS AND
COVENANTS FOR
COURTLAND SQUARE
CONDOMINIUM
BUILDING NO. 8
ASSOCIATION**

For use by Recorder's Office only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants (hereafter the "Declaration") for the Courtland Square Condominium Building No. 8 Association (hereafter the "Association"), which Declaration was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 17, 1979 as Document Number 2505344 and covers the property (hereafter the "Property") legally described in Exhibit "A," which is attached hereto and made a part hereof.

This Amendment is adopted pursuant to Article XIII, Section 13.08 of the Declaration. Said Section provides that the Declaration may be changed, modified or rescinded by an instrument in writing setting forth the change, modification or rescission, signed and acknowledged by the Board, the Owners having not less than two-thirds (2/3) of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens against any Unit Ownership, not less than ten (10) days prior to the date of such affidavit. No amendment shall become effective until recorded.

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been subjected to the easements, restrictions and covenants contained therein; and

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

Robert P. Nesbit, Esq.
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 -- 847.537.0500

WHEREAS, the Board and the Owners desire to amend the Declaration in order to provide for the orderly operation of the Property; and

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WHEREAS, the following amendment has been approved by the Owners having not less than two-thirds (2/3) of the total vote, which approvals are attached hereto and made a part hereof; and

WHEREAS, an officer of the Association has attested to said Owner approval by execution of Exhibit B attached hereto and made a part hereof; and

WHEREAS, an affidavit is attached hereto as Exhibit C certifying that all Mortgagees have been notified by certified mail of this Amendment.

NOW, THEREFORE, the Declaration is hereby amended as follows (additions in text are indicated by underline and deletions in text are indicated by strike-out):

1. **Article VIII, Section 8.01 of the Declaration is amended as follows:**

8.01 ~~Sale or Lease~~. Any Unit Owner, other than the Trustee or its beneficiary, who wishes to sell ~~or lease~~ his Unit Ownership (~~or any lessee of any Unit wishing to assign or sublease such Unit~~) to any person not related by blood or marriage to the Unit Owner (including the beneficiary of any Unit held in trust) shall give to the board no less than thirty (30) days' prior written notice of the terms of any contemplated sale ~~or lease~~, together with the name and address of the proposed purchaser ~~or lessee~~, and its or their financial and character references. The board, acting on behalf of the other Unit Owners and in accordance with the provisions of Section 5.04(e), shall at all times have the first right and option to purchase ~~or lease~~ such Unit Ownership upon the same terms as the proposed sale ~~or lease~~, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If the board shall fail to take affirmative action within said thirty (30) day period, the board shall be deemed to have waived its option hereunder. If said option is not exercised by the board within the aforesaid option period, or if said option is properly waived, the Unit Owner (~~or Lessee~~) may, at any time within ninety (90) days after such waiver or the expiration of said period (whichever shall first occur) contract to sell ~~or lease~~ (~~or sublease or assign~~) such Unit Ownership to the proposed purchaser ~~or lessee~~ named in such notice upon the terms specified therein, and if he fails to close said proposed sale ~~or lease~~ transaction within said ninety (90) days, his Unit Ownership shall again become subject to the board's right of first option as herein provided.

2. **The following Section 8.13 is added to Article VIII of the Declaration:**

8.13 Lease. The rental or leasing of Units is prohibited effective with the recording of this Amendment, except as set forth below.

(a) Any Unit being leased prior to the effective date of this Amendment may be leased until the current lease term expires, at which time the tenant must vacate the Unit and the Unit Owner must either take possession of the Unit, maintain the Unit as a vacant Unit, or sell the Unit. A copy of all current leases must be on file with the Board of Directors no later than fourteen days after the effective date of this Amendment. All tenants shall acknowledge in writing that they have received copies of the Rules and

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Regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors.

(b) Any Unit being leased out in violation of this Amendment or any Unit 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.

(c) 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 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

(d) Any action brought on behalf of the Association and/or the Board of Directors 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.

(e) 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.

(f) 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 of pursuant to any court order, and said Units shall not be subject to this Amendment.

3. This Amendment shall be effective upon recording in the Office of the Recorder of Deeds of Cook County, Illinois.

4. Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

EXECUTED AND ACKNOWLEDGED THIS 31st day of December 2005.

DAVID ZAWISLAK

David Zawislak - SECRETARY

EVE BLAVA

E. Blava - PRESIDENT

X ELZBIETA KALISZ

Elzbieta Kalisz - TREASURER

Being the members of the Board of Directors of
Courtland Square Condominium Building No. 8 Association

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EXHIBIT A

LEGAL DESCRIPTION

That part of the Southeast quarter of Fractional Section 10, Township 41 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of the aforesaid Southeast Quarter of Section 10, thence North 551.96 feet along the East line of said Southeast quarter; thence West 60.06 feet along a line drawn perpendicular to the East line of said Southeast quarter, to the point of beginning of the herein described tract of land; thence continuing West 73.57 feet along the Westerly extension of said perpendicular line; thence North 185.00 feet along a line drawn parallel with the East line of the aforesaid Southeast quarter; thence East 73.57 feet along a line drawn perpendicular to the East line of the aforesaid Southeast quarter; thence South 185.00 feet along a line drawn parallel with the East line of the aforesaid Southeast quarter, to the hereinabove designated point of beginning, in Cook County, Illinois,

All located in the County of Cook, State of Illinois and more commonly known as 8820 Western Avenue, Des Plaines, Illinois, and containing the following units:

Unit Address		P.I.N.	Percentage of Ownership
8820 Western Avenue	101A	09-10-401-064-1001	7.474227
8820 Western Avenue	102B	09-10-401-064-1002	5.996564
8820 Western Avenue	103C	09-10-401-064-1003	5.652921
8820 Western Avenue	104D	09-10-401-064-1004	5.824742
8820 Western Avenue	105E	09-10-401-064-1005	5.652921
8820 Western Avenue	106F	09-10-401-064-1006	5.240550
8820 Western Avenue	107G	09-10-401-064-1007	7.474227
8820 Western Avenue	108H	09-10-401-064-1008	4.450172
8820 Western Avenue	201A	09-10-401-064-1009	7.130584
8820 Western Avenue	202B	09-10-401-064-1010	6.271478
8820 Western Avenue	203C	09-10-401-064-1011	5.927835
8820 Western Avenue	204D	09-10-401-064-1012	6.099656
8820 Western Avenue	205E	09-10-401-064-1013	5.927835
8820 Western Avenue	206F	09-10-401-064-1014	6.099656
8820 Western Avenue	207G	09-10-401-064-1015	7.130584
8820 Western Avenue	208H	09-10-401-064-1016	7.646048

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EXHIBIT B

CERTIFICATION AS TO UNIT OWNER APPROVAL

I, DAVID ZAWISLAK, do hereby certify that I am the duly elected and qualified secretary for the Courtland Square Condominium Building No. 8 Association, 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 Courtland Square Condominium Building No. 8 Association, was duly approved by two-thirds (2/3) of the owners, in accordance with the provisions of Article XIII, Section 13.08 of the Declaration.


Secretary

Dated at DES PLAINES, Illinois this

31st day of December, 2005

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EXHIBIT C

AFFIDAVIT OF MAILING

I, DAVID ZAWISLAK, state that I am the Secretary of the Board of Managers of the Courtland Square Condominium Building No. 8 Association, and hereby certify that a copy of the foregoing Amendment was sent by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership.

Dated: JANUARY 25, 2006.

By:



Secretary

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PETITION TO APPROVE AMENDING THE DECLARATION FOR THE COURTLAND SQUARE CONDOMINIUM BUILDING NO. 8 ASSOCIATION

We, the undersigned, do hereby approve the amendment to the Declaration of the Courtland Square Condominium Building No. 8 Association, as attached hereto.

Name (Signature)	Address	*Name of Address of Mortgagee & Loan No.
<u><i>Marek Unilowski</i></u> (signature) <u>MAREK UNILOWSKI</u> (print name)	8820 Western Avenue, Unit <u>1A</u> Des Plaines, IL 60016 Date: <u>12-15-05</u>	WASHINGTON MUTUAL BANK F 400 E. MAIN STR STOCKTON, CA 95290 Loan No. <u>0672832367</u>
<u><i>David J. Zawislak</i></u> (signature) <u>DAVID J. ZAWISLAK</u> (print name)	8820 Western Avenue, Unit <u>1B</u> Des Plaines, IL 60016 Date: _____	Loan No. <u>N/A</u>
_____ (signature) _____ (print name)	8820 Western Avenue, Unit <u>1C</u> Des Plaines, IL 60016 Date: _____	Loan No. _____
<u><i>Mieczyslaw Uyrwas</i></u> (signature) <u>MIECZYSLAW UYRWAS</u> (print name)	8820 Western Avenue, Unit <u>1D</u> Des Plaines, IL 60016 Date: <u>12/15/05</u>	COUNTRYWIDE PO BOX 650070 DALLAS, TX 75265-0070 Loan No. <u>032848848</u>
<u><i>Irena Brozyna</i></u> (signature) <u>IRENA BROZYNA</u> (print name)	8820 Western Avenue, Unit <u>1H</u> Des Plaines, IL 60016 Date: <u>12/15/05</u>	WASHINGTON MUTUAL PO BOX 9001091 LOUISVILLE, KY 40290-1091 Loan No. <u>0067162922</u>
<u><i>Elzbieta Kalisz</i></u> (signature) <u>ELZBIETA KALISZ</u> (print name)	8820 Western Avenue, Unit <u>1F</u> Des Plaines, IL 60016 Date: <u>12-15-2005</u>	Countrywide Home Loans PO BOX 650070 DALLAS, TX 75265-0070 Loan No. <u>025011577</u>
<u><i>Herminigildo Garcia</i></u> (signature) <u>HERMINIGILDO GARCIA</u> (print name)	8820 Western Avenue, Unit <u>1E</u> Des Plaines, IL 60016 Date: <u>12/15/2005</u>	WILSHIRE CREDIT CORPORATION PO BOX 105344 ATLANTA, GA 30348-5344 Loan No. <u>80045622</u>
<u><i>Reenu Jose</i></u> (signature) <u>REENU JOSE</u> (print name)	8820 Western Avenue, Unit <u>1G</u> Des Plaines, IL 60016 Date: <u>12/15/05</u>	Bank One Wells Fargo Loan No. <u>0025845777</u>

* The above information is required, per the provisions of the Association's Declaration, in order to mail a copy of the amendment to all mortgagees of record.

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PETITION TO APPROVE AMENDING THE DECLARATION FOR THE COURTLAND SQUARE CONDOMINIUM BUILDING NO. 8 ASSOCIATION

We, the undersigned, do hereby approve the amendment to the Declaration of the Courtland Square Condominium Building No. 8 Association, as attached hereto.

Name (Signature)	Address	*Name of Address of Mortgage & Loan No.
_____ (signature) _____ (print name)	8820 Western Avenue, Unit <u>2A</u> Des Plaines, IL 60016 Date: _____	_____ Loan No. _____
<u>Desno Geyer</u> (signature) <u>LRINA GEYER</u> (print name)	8820 Western Avenue, Unit <u>2B</u> Des Plaines, IL 60016 Date: <u>12/15/05</u>	_____ Loan No. <u>N/A</u>
_____ (signature) <u>SABINA LIGOR</u> (print name)	8820 Western Avenue, Unit <u>2C</u> Des Plaines, IL 60016 Date: <u>12/15/05</u>	<u>ABN AMRO MORTGAGE</u> <u>8201 INNOVATION WAY</u> <u>CHICAGO IL 60682-0082</u> Loan No. <u>0623048866</u>
_____ (signature) <u>WOJCIECH ZILCHOWSKI</u> (print name)	8820 Western Avenue, Unit <u>2D</u> Des Plaines, IL 60016 Date: <u>12/15/05</u>	<u>WASHINGTON MUTUAL BANK</u> <u>P.O. BOX 3139</u> <u>Milwaukee, WI. 53201</u> Loan No. <u>0686567692</u>
_____ (signature) <u>Elisa Martinez</u> (print name)	8820 Western Avenue, Unit <u>2E</u> Des Plaines, IL 60016 Date: <u>12/17/05</u>	<u>Option One Payment Processing</u> <u>PO Box 92103</u> <u>Los Angeles CA 90009</u> Loan No. <u>0018848747</u>
_____ (signature) <u>BARBARA ROHRKUBER</u> (print name)	8820 Western Avenue, Unit <u>2F</u> Des Plaines, IL 60016 Date: <u>1-12-06</u>	_____ Loan No. <u>N/A</u>
_____ (signature) <u>LUIS FARFAN</u> (print name)	8820 Western Avenue, Unit <u>2G</u> Des Plaines, IL 60016 Date: <u>12-15-05</u>	<u>La Salle Bank</u> <u>ABN Amro</u> Loan No. <u>AB00195460</u>
_____ (signature) <u>INNA GINZBURG</u> (print name)	8820 Western Avenue, Unit <u>2H</u> Des Plaines, IL 60016 Date: <u>12/15/05</u>	<u>1643 N HARRISON Parkway Building H SUNRISE</u> _____ Loan No. <u>N/A</u>

* The above information is required, per the provisions of the Association's Declaration, in order to mail a copy of the amendment to all mortgages of record.