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P1841.001 JCV 09/19/06 7th

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Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/24/2007 09:12 AM Pg: 1 of 14

**SIXTH AMENDMENT TO
DECLARATION OF
CONDOMINIUM OWNERSHIP
AND BY-LAWS, EASEMENTS,
RESTRICTIONS AND
COVENANTS FOR BRIGHTON
COURT CONDOMINIUMS**

This Sixth Amendment to the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for Brighton Court Condominiums is made and entered into this 18TH day of JANUARY, 2006.

WHEREAS, there has heretofore been recorded a Declaration of Condominium Ownership and By-laws Easements, Restrictions and Covenants for Brighton Court Condominiums (hereinafter referred to as "Declaration") which Declaration was recorded in the Office of the Recorder of Deeds, Cook County, Illinois on June 13, 1990 as Document Number 90278556.

WHEREAS, there subsequently was recorded a First Amendment to the Declaration which First Amendment was recorded with the Office of the Recorder of Deeds, Cook County, Illinois on August 17, 1990 as Document Number 90402866.

WHEREAS, there subsequently was recorded a Second Amendment to the Declaration which Second Amendment was recorded with the Office of the Recorder of Deeds, Cook County, Illinois on January 3, 1991 as Document Number 91003790.

WHEREAS, there subsequently was recorded a Third Amendment to the Declaration which Third Amendment was recorded with the Office of the Recorder of Deeds, Cook County, Illinois on July 5, 1991 as Document Number 91332938.

WHEREAS, there subsequently was recorded a Fourth Amendment to the Declaration which Fourth Amendment was recorded with the Office of the Recorder of Deeds, Cook County, Illinois on October 3, 1991 as Document Number 91514245.

WHEREAS, there subsequently was recorded a Fifth Amendment to the Declaration which Fifth Amendment was recorded with the Office of the Recorder of Deeds, Cook County, Illinois on

This Document Prepared By:
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General Address of Condominium:
Corner of 143rd Street and 82nd Avenue
Orland Park, IL 60467
PINs: See Exhibit "B"

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December 9, 1991 as Document Number 91643915.

WHEREAS, the Declaration contained in it an Article XIX, Paragraph 6 providing for amendments as follows:

6. **Amendment.** Except as otherwise provided in the Act, *this Declaration and By-Laws, the provisions of the Condominium Instruments may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all of the members of the Board, at least three-fourth (3/4) of the Unit Owners and the approval of any mortgagees required under the provisions of the Condominium Board certifying that a copy of the amendment, change or modification 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. Any amendment, change or modification shall conform to the provisions of the Condominium Property Act and shall be effective upon recordation thereof.* No change, modification or amendment which affect the rights, privileges or obligations of the Trustee or the Developer shall be effective without the prior written consent of the Trustee or the Developer. Except to the extent authorized by provisions of the Act, no amendment to the Condominium Instrument shall change the boundaries of any Unit or the undivided interest in the Common Elements, the number of votes in the Unit Owners' Association, or the liability for common expenses appertaining to a Unit. Emphasis added.

WHEREAS, the Developer and the Trustee no longer have any ownership interest in the Condominium Development.

WHEREAS, the unit owners of the Brighton Court Condominiums consist of the members of an Illinois not-for-profit corporation (hereinafter referred to as "Association" or in the alternative the "corporation") referred to as the Brighton Court Condominium Association (hereinafter the "Association").

WHEREAS, the Board of Directors and unit owners have determined that an amendment to the Declaration will benefit the safety and welfare of the members of the Association.

WHEREAS, the unit owners are concerned that current lending guidelines of mortgage lenders as well as the secondary mortgage market (specifically, the refusal of some lenders to make first mortgages on condominium units in condominiums where too many rental units are present" could make Brighton Court Condominium Units unmarketable in the future.

WHEREAS, the Board of Directors and the unit owners are concerned that a proliferation of rental units in the condominium complex could lead to an overall decline in the upkeep of said rental units with the result that the condominium units could be adversely affected in terms of marketability and resale in the future.

WHEREAS, the unit owners who own more than three-fourths (3/4ths) of the total percentage ownership of the common elements created by the Declaration approve this Sixth

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Amendment.

WHEREAS, the Declaration contained a provision relative to sales and leases in Article IX which provides as follows:

**ARTICLE IX
SALE, LEASE OR OTHER ALIENATION**

If a sale, lease, devise or gift of any Unit Ownership is made by any Unit Owner, the purchaser, lessee, devisee, or donee thereunder shall be bound by and be subject to all of the obligations of such Unit Owner with respect to such Unit Ownership as provided in this Declaration and By-Laws. Any Unit Owner making any such lease shall not be relieved thereby from any obligations under this Declaration and By-Laws. All leases shall be in writing. No lease shall have an initial term of less than thirty (30) days.

NOW THEREFORE, the Declaration is amended by deleting Article IX in the Declaration and substituting the following as Article IX:

**ARTICLE IX
PROHIBITION OF LEASES; SALE
AND OTHER ALIENATION**

Leasing of Units Prohibited. In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage owners to reside in their condominium units. OWNERS MUST OCCUPY THEIR UNITS AS THEIR PERSONAL RESIDENCE. Owners are prohibited from leasing their condominium units. Any owners leasing their condominium units and having a current lease on file with the Association as of the effective date of this amendment may continue to lease until the current lease expires or until one (1) year from the effective date of this amendment, whichever first occurs. Once the lease expires or the one (1) year period is reached, the condominium unit may no longer be leased. Any condominium owners leasing their units as of the effective date of this amendment must provide the Board with a copy of the lease within fourteen (14) days of the recording of this document. Failure to do so will prohibit those condominium owners from leasing their condominium units.

1. The effective date of this amendment shall be deemed to be the date of recording with the Office of the Recorder of Deeds, Cook County, Illinois.

2. Any condominium 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.

3. In addition to the ability to levy fines against the condominium owners for violation of this amendment or any other provision of the Declaration, Bylaws or Rules and Regulations, the

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Board shall have all the rights and remedies including, but not limited to, the right to maintain an action for possession against the condominium owners and/or tenants under 735 ILCS 5/9 *et seq.*, an action for injunctive and other equitable relief or an action at law for damages.

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

5. 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 and special assessment, including late fees and interest on the unpaid balance.

6. The Board of Directors of the Association shall have the right to lease any Association owned unit or any unit which the Association has possession of pursuant to any court order, and said unit shall not be subject to this amendment.

7. If a sale, devise or gift of any unit ownership is made by any unit owner, the purchaser, devisees or donee thereunder shall be bound by and be subject to all of the obligations of such unit owner with respect to such unit ownership as provided in the Declaration, Bylaws and Rules and Regulations.

8. No owner may enter into a land installment contract, sometimes also referred to as Articles of Agreement for Deed when the substance of that transaction is a lease and the intent is to avoid the operation of the rental prohibition set forth in this Amendment. Any owner so doing shall be subjected to all of the penalties and costs to include attorneys' fees provided for in this Amendment, Declaration and Bylaws.

9. The Board may adopt Rules and Regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the same.

WHEREAS, the Declaration had an Article XVII setting forth various covenants and restrictions as to use and occupancy.

WHEREAS, Paragraph 8 of Article XVII provided for pets as follows:

8. **Pets, etc.** No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Board.

NOW THEREFORE, Article XVII, Paragraph 8 is hereby deleted in its entirety and the

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following substituted in its place:

8. **Pets, etc.** No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that no more than one (1) dog, one (1) cat or one (1) other household pet may be kept in Units, subject to rules and regulations adopted by the Board, one of which rules is that no pet may exceed twenty (20) pounds and provided that no pet is kept, bred or maintained for any commercial purpose, and further provided that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice by the Board. The Board shall also have the authority of fining owners whose pets cause a nuisance or unreasonable disturbance or damage to other units or the common elements after first giving notice to the unit owner and an opportunity to be heard. The intent of the above provision is to limit an owner or occupant to one (1) pet per unit.

WHEREAS, the Declaration in Article XVII contained a Paragraph 13 relative to Common Elements as follows:

13. **Common Elements.** Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

NOW THEREFORE, Article XVII, Paragraph 13 is hereby deleted in its entirety and the following is substituted in its place:

13. **COMMON ELEMENTS. NOTHING SHALL BE ALTERED OR CONSTRUCTED IN OR REMOVED FROM THE COMMON ELEMENTS, EXCEPT UPON FIRST SECURING THE PRIOR WRITTEN CONSENT OF THE BOARD.** The planting of flowers is permitted upon first receiving written permission from the Board as to the type of flowers and location of the proposed plantings.

WHEREAS, the Declaration in Article XVII, Paragraph 14 provided for boats and recreational vehicles as follows:

14. No boats or recreational vehicles or disabled vehicles shall be maintained or kept on the condominium property.

NOW THEREFORE, Article XVII, Paragraph 14 is deleted in its entirety and the following substituted in its place:

14. No boats or recreational vehicles or disabled vehicles shall be kept anywhere on the common elements. No vehicles with rear dual axles or dual wheels are permitted anywhere in the condominium development to include any portion of the common elements and to include the two (2) car garages.

WHEREAS, the Declaration in Article XVII contained a Paragraph 15 relative to parking

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of automobiles as follows:

15. If any Unit Owner shall have more than one automobile that Unit Owner shall park his primary automobile in the garage and park his second automobile in his parking space behind his garage. All other parking spaces shall be reserved for guests.


NOW THEREFORE, Declaration Article XVII, Paragraph 15 is hereby deleted in its entirety and the following is substituted in its place:

15. If any Unit Owner shall have two (2) automobiles the Unit Owner shall park those automobiles in the garage. All other parking spaces are reserved for additional permitted vehicles and those of guests. Street parking is reserved for guests and invitees. Parking across the sidewalk is prohibited by ordinance of the Village of Orland Park.

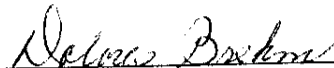
The provisions of this Amendment shall govern and supercede any contrary provisions in the Declaration and any previously recorded amendment.


Except for the above described provisions of the Declaration and previous amendments which are hereby amended, all other provisions of said Declaration are hereby confirmed and ratified. This Amendment shall be effective upon the date of its recording with the Recorder of Deeds, Cook County, Illinois.

*Approval of Board of Directors of Brighton Court
Condominium Association*


Joseph Eisenzimmer, President


Marilyn Birnie, Secretary


Dolores Brehm, Treasurer


Richard Artwohl, Director


James Palfrey, Director


Dennis Radek, Director

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

ACKNOWLEDGMENT

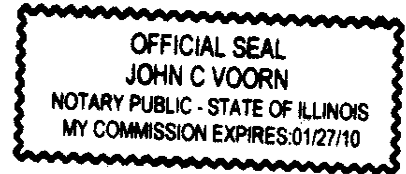
JOHN C. VOORN, a notary public in and for said county, in the State aforesaid, does hereby certify that Joseph Eisenzimmer, President, Marilyn Birnie, Secretary and Dolores Brehm, Treasurer, Richard Artwohl, Director, James Palfrey, Director and Dennis Radek, Director being all of the members of the Board of Directors of the Brighton Court Condominium Association, an Illinois not-for-profit corporation, personally known to be the same persons whose names are subscribed to this instrument as the Board of Directors appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act of the corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18TH day of JANUARY, 2006


Notary Public

My Commission Expires:

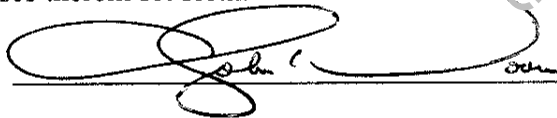
JANUARY 27, 2010



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

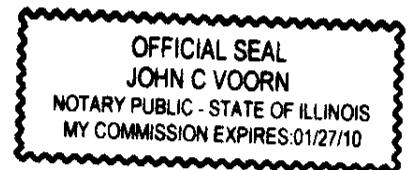
AFFIDAVIT

JOHN C. VOORN the undersigned, being a notary public in and for said county, in the State aforesaid, hereby certifies that the above unit owners being members of the Brighton Court Condominium Association, an Illinois not-for-profit corporation, have signed the above Amendment as their free and voluntary act, for the purposes therein set forth.


Notary Public

Subscribed and sworn to before me this 18TH day of
JANUARY, 2006.


Notary Public



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

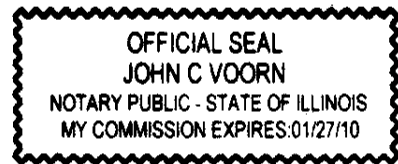
AFFIDAVIT

The undersigned, Marilyn Birnie being the Secretary of the Brighton Court Condominium Association, an Illinois not-for-profit corporation, Orland Park, Cook County, Illinois on first being sworn upon her oath, deposes and states that the Sixth Amendment was approved by all of the Board of Directors and the unit owners with percentage interest in the aggregate exceeded seventy-five percent (75%) and those unit owners have indicated their approval by affixing their signature thereto at a special meeting of the unit owners called by the Board and held pursuant to notice on the 18TH day of JANUARY, 2006 and that the undersigned hereby certifies that a copy of this Sixth Amendment has been mailed by certified mail to all mortgagees having *bona fide* liens of records against any unit ownership not less than ten (10) days prior to the date of this Affidavit.

Marilyn Birnie
Marilyn Birnie

Subscribed and sworn to before me this 21ST day of AUGUST, 2007

[Signature]
Notary Public



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EXHIBIT "A"

Legal Description of Brighton Court Condominiums Unit

Units 14200, 14204, 14208, 14212, 14216, 8200, 8204, 8208, 14219, 14223, 14227, 14231, 14235, 14220, 14224, 14228, 14232, 14236, 14240, 14244, 14248, 14252, 14256, 14260, 14247, 14251, 14255, 14259 in Brighton Court Condominiums as delineated on a survey of the following described parcel of real estate:

Certain lots in Brighton Court subdivision, a part of the West one-half of the Southeast one-quarter of Section 2, Township 36 North, Range 12, East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium for Brighton Court Condominiums recorded June 13, 1990 as Document Number 90278556, as amended, together with their undivided percentage interest in the common elements in Cook County, Illinois.

Property of Cook County Clerk's Office

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UNIT NUMBER	PIN	PERCENTAGE INTEREST
14200	27-02-416-006-1001	2.5453
14204	27-02-416-006-1002	3.3514
14208	27-02-416-006-1003	3.6144
14212	27-02-416-006-1004	2.8593
14216	27-02-416-006-1005	2.5453
8200	27-02-416-006-1006	3.0862
8204	27-02-416-006-1007	3.5847
8208	27-02-416-006-1008	2.7235
14219	27-02-416-006-1009	3.6059
14223	27-02-416-006-1010	3.5847
14227	27-02-416-006-1011	4.1192
14231	27-02-416-006-1012	4.1192
14235	27-02-416-006-1013	3.6059
14220	27-02-416-006-1014	3.8604
14224	27-02-416-006-1015	4.0831
14228	27-02-416-006-1016	3.5847
14232	27-02-416-006-1017	3.8181
14236	27-02-416-006-1018	3.8498
14240	27-02-416-006-1019	3.3726
14244	27-02-416-006-1020	3.8498
14248	27-02-416-006-1021	3.8498
14252	27-02-416-006-1022	3.8181
14256	27-02-416-006-1023	3.8498
14260	27-02-416-006-1024	4.1192

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<i>UNIT NUMBER</i>	<i>PIN</i>	<i>PERCENTAGE INTEREST</i>
14247	27-02-416-006-1025	2.5453
14251	27-02-416-006-1026	4.1192
14255	27-02-416-006-1027	4.0853
14259	27-02-416-006-1028	3.8498
TOTAL		100.0000%

Property of Cook County Clerk's Office

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EXHIBIT "C"

APPROVAL OF UNIT OWNERS

UNIT NUMBER	SIGNATURE OF UNIT OWNER
14200	<i>Geroldin M. Looney</i>
14204	<i>Frank Giavarone</i>
14208	<i>Robert J. Tuzyn</i> <i>Theresa J. Tuzyn</i>
14212	<i>Carol Chirco</i>
14216	
8200	<i>John Kinnorsley</i>
8204	<i>Donald Holman</i>
8208	<i>Marilyn Birnie</i>
14219	<i>Dennis P. Radich</i>
14223	

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UNIT NUMBER	SIGNATURE OF UNIT OWNER
14227	Joseph W. Eisenjerner Marie F. Eisenjerner
14231	Paul Zami Abedulec's Amir Ahmed
14235	Harold E. Fisher Nelson Baker
14220	Dorothy Kalprey James W. Kalprey
14224	Robert Motte Sr. Joan Motte Jr.
14228	
14232	Frank Martell Jan Martell
14236	Pam Farley
14240	George J. Goggin
14244	Mona L. Artwohl Richard J. Artwohl
14248	Lucille Fero Peter Fero

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UNIT NUMBER	SIGNATURE OF UNIT OWNER
14252	<p>Janice Edwards</p> <p>W/S</p>
14256	
14260	<p>Nancy Suroz</p>
14247	<p>Richard Kuzynski</p> <p>Judith Kuzynski</p>
14251	<p>Barbara M. Buevit</p>
14255	<p>Cindy - no</p>
14259	<p>Robert B Campbell</p> <p>Kathleen L Campbell</p>