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**AMENDMENT TO
DECLARATION OF
CONDOMINIUM
OWNERSHIP AND BY-
LAWS, EASEMENTS,
RESTRICTIONS AND
COVENANTS FOR 7408
NORTH OAKLEY
CONDOMINIUM
ASSOCIATION**



Doc#: 0814009072 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/19/2008 01:25 PM Pg: 1 of 8

For use by Recorder's Office only

This Amendment to Declaration made and entered into the 1st day of March, 2007, is an amendment to that certain Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for 7408 North Oakley Condominium Association (hereinafter referred to as "Declaration") recorded on August 25, 2003 as Document 0323745028.

WITNESSETH:

WHEREAS, the Board of Directors and members of 7408 North Oakley Condominium Association (hereinafter referred to as the "Association") desire to amend the Declaration; and

WHEREAS, pursuant to Article XIX, Section 6 of the Declaration (the "Declaration") may be amended by an instrument signed and acknowledged by all the members of the Board and by owners having at least three fourths (3/4) of the total vote and containing an affidavit executed by an Officer of the Board certifying that a copy of the Amendment 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; and

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

ROBERT B. KOGEN
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 - 847/537-0500

WHEREAS, said Amendment has been approved by the Board; and

WHEREAS, said instrument has been executed by owners having at least three fourths (3/4) of the total vote; and

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WHEREAS, said Amendment has been sent to all Mortgagees having bona fide liens of record; and

WHEREAS, any amendment adopted pursuant to the above provisions shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois; and

NOW, THEREFORE, the Association hereby declares that the Declaration be and is hereby amended as follows (additions to text are shown as underlined and deletions to text are shown as a ~~strikeout~~):

3. ~~Sale or Lease by Declarant or Developer. Notwithstanding anything contained in this Declaration to the contrary, Declarant or Developer may at any time sell or lease a Unit Ownership upon terms satisfactory to Declarant or Developer, provided that any such sale or lease is otherwise made subject to the terms of this Declaration.~~

1. **Article IX, Section 3 shall be amended as follows:**

This section intentionally left blank.

2. **Article IX, of the Declaration shall be amended as follows:**

12. Leasing. (a) Notwithstanding any foregoing provisions of this Declaration to the contrary, all Units must be owner-occupied. Any Units not owner-occupied as of the effective date of this Amendment, may continue to be non-owner occupied or be leased for the term of the current lease. Once the current lease expires, the unit must become Owner-occupied.

(b) Occupancy of a Unit by a blood relative(s) of a Unit Owner without the Unit Owner being a resident, shall not constitute a lease as defined under this Amendment, even if a written memorandum or agreement has been executed between the parties. A blood relative is defined as a parent, child (natural or adopted), grandparent, grandchild or sibling of a Unit Owner.

(c) To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to a Unit Owner to lease his Unit to a specified lessee for a period of not less than one (1) year on such reasonable terms as the Board may establish. Such permission may be granted by the Board only upon written application by the Unit Owner to the Board. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. All requests for extension of the original lease must

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also be submitted to the Board in the same manner as set forth for the original application. The Board has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease or extension of a lease. The Board's decision shall be final and binding. Any lease approved by the Board shall be subject to the Declaration, By-Laws and rules and regulations governing the Association.

(d) The Board of Managers of the Association shall have the right to lease any Association-owned Units or any Unit which the Association has possession, pursuant to any court order, and said Units shall not be subject to this Amendment.

(e) 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 Managers may be subject to a flat or daily fine to be determined by the Board of Managers upon notice and an opportunity to be heard.

(f) 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 tenant, under 735 ILCS 5/9 et. seq., an action for injunctive and other equitable relief, or an action at law for damages.

(g) Any action brought on behalf of the Association and/or the Board of Managers 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.

(h) 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.

The effective date of this Amendment shall be deemed to be the date of recording with the Office of the Recorder of Deeds of Cook County.

Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

This Amendment is executed by an instrument in writing, signed and acknowledged by the Board of Directors and the Owners having at least 3/4 of the total vote of the Association and the signatories hereby warrant that they possess full power and authority to execute this instrument.

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APPROVED THIS 1 DAY OF March, 2007

7408 NORTH OAKLEY CONDOMINIUM
ASSOCIATION

By: Sean Sullivan
Its President

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EXHIBIT A

LEGAL DESCRIPTION

To be inserted

Unit No.	Address	PIN No.	% of Ownership
1A	7410 N. Oakley Ave., Chicago, IL 60645	11-30-303-069-1001	10.01
2A	same	11-30-303-069-1005	10.05
3A	same	11-30-303-069-1009	10.05
1B	same	11-30-303-069-1002	7.54
2B	same	11-30-303-069-1006	6.87
3B	same	11-30-303-069-1010	6.87
1C	7408 N. Oakley, Ave., Chicago, IL 60645	11-30-303-069-1003	7.83
2C	same	11-30-303-069-1007	8.12
3C	same	11-30-303-069-1011	8.12
1D	same	11-30-303-069-1004	4.50
2D	same	11-30-303-069-1008	10.02
3D	same	11-30-303-069-1012	10.02
			100%

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APPROVAL BY BOARD OF DIRECTORS

We, the undersigned, are the members of the Board of Directors of 7408 North Oakley Condominium Association, a condominium established by the aforesaid Declaration, and by our signatures below, we hereby execute and acknowledge the foregoing Amendment to the Declaration.

EXECUTED AND ACKNOWLEDGED this 1st day of March, 2007.

Sean Sullivan

Jane B. Schade

Mary Thomas

FRIS OKSB

Jennifer Brown

7408 North Oakley Condominium Association

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7408 – 10 N. OAKLEY CONDOMINIUM ASSOCIATION

Date: April 4, 2008

To: All Unit Owners

Re: 7408 – 10 N. Oakley Condo. Association

Dear Unit Owner:

Enclosed please find a copy of an Amendment to our Condominium Declaration regarding renters. The board believes that it would be in the interest of all unit owners to restrict renting. We have found that the presence of renters is harmful to your association's financial and physical well – being.

The Amendment changes our rental policy as follows:

1. All units must be owners-occupied.
2. Units not owner-occupied as of the effective date of the Amendment may continue to be leased for the term of the current lease, and must be owner-occupied thereafter.
3. Occupancy by a blood relative does not constitute a lease and therefore, blood relatives may occupy a unit.
4. If a unit owner must rent a unit in order to avoid hardship, unit owners may apply to the Board for approval.

An Amendment requires that 75% of unit owners (by ownership percentage) vote to approve the Amendment in order to be adopted. Therefore your signature is being requested below to satisfy this requirement. Please read the Amendment and contact a board member if you have any questions. We hope that, in order to protect your investment, you will vote to approve this Amendment.

Sincerely,
7408 -10 N. Oakley Condominium Association

1. *Mary Thomas* Unit 1-C

2. *[Signature]* 3-D

3. *[Signature]* 1-B

4. *Sean Sullivan* 1A

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- 5. *JAMIE FINE* 2-30
- 6. *Subyew* 3-34
- 7. *Claudia Quinn* 8-20
- 8. ~~*Blanco*~~ 3-A
- 9. *W.A.* 2D
- 10.
- 11.
- 12.

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