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Cook County Recorder of Deeds
Date: 07/16/2008 02:30 PM Pg: 1 of 8

Kovitz Shifrin Nesbit
750 W. Lake Cook Road
Suite 350
Buffalo Grove, Illinois 60089
Attn: David M. Bendoff, Esq.

**FIRST AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS COVENANTS AND
BY-LAWS FOR
PRIORY POINTE CONDOMINIUM**

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws (hereafter the "Declaration") for Priory Pointe Condominium (hereafter the "Association"), which Declaration was recorded as Document No. 99682170 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A", which is attached hereto and made a part thereof.

This amendment is adopted pursuant to the provisions of Article 13, Section 13.7, and Article 11, Section 11.1(e) of the aforesaid Declaration and Section 17 of the Illinois Condominium Property Act (the "Act"). Said provisions provide that this amendment, the text of which is set forth below, shall become effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois, of an instrument in writing setting forth the change, provided the same is signed and acknowledged by the President of the Association or such other officer authorized by the Board of Managers of the Association (the "Board"), and approved by unit owners having in the aggregate at least sixty-seven percent (67%) of the total vote at a meeting called for that purpose, approved in writing by First Mortgagees of the individual unit ownerships representing at least sixty-seven percent (67%) of the votes in the Association (which approval may be implied when a First Mortgagee fails to submit a written objection within 30 days after making the request for consent), and provided further that it contains an affidavit by an officer of the Board, certifying that a copy of the change has been sent by certified mail to all First Mortgagees.

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RECITALS

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 Act; and

WHEREAS, the Board and the Owners desire to amend the Declaration [By-Laws] in order to restrict occupancy of Residential Units, and to restrict the leasing or rental of Residential Units with certain limited exceptions; and

WHEREAS, the amendment has been signed and acknowledged by the President of the Association or such other officer authorized by the Board of Managers of the Association (the "Board"), approved by unit owners having in the aggregate at least sixty-seven percent (67%) of the total vote at a meeting called for that purpose, and approved in writing or by implication by First Mortgagees of the individual unit ownerships representing at least sixty-seven percent (67%) of the votes in the Association, and due notice having been provided to all First Mortgagees, all in compliance with Article 13, Section 13.7, and Article 11, Section 11.1(e) of the Declaration and Section 17 of the Act

NOW THEREFORE, Article 7, Section 7.1 of the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Priory Pointe Condominium is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

"(o) Except for Residential Units permitted to and being leased hereunder, each Residential Unit shall be occupied by the Owner, said Owner's spouse, sibling, child, parent, grandparent, or any one or more of them; with respect to Units owned by a corporation, a partnership, or limited liability company, or if the beneficiary of a trust holding legal title to a Unit is a corporation, partnership, or limited liability company, such Unit shall be occupied by a shareholder of such corporation, partner of such partnership, member of such limited liability company, such shareholder's, partner's, or member's spouse, sibling, child, parent, grandparent, or any one or more of them."

NOW THEREFORE, Article 12, Section 12.2 of the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Priory Pointe Condominium is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

12.2 ~~Limits on Lease Terms.~~ Rental or Leasing of a Residential Unit.

(a) (i) Notwithstanding any other provision of the Declaration to the contrary, rental or leasing of Residential Units except as hereinafter provided in subsections (ii), (iii), (iv), and (v) is prohibited.

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(ii) 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 or rent his Residential Unit to a specified lessee for a period of not less than twelve (12) consecutive months nor more than twenty-four (24) consecutive months on such other reasonable terms as the Board may establish. Such permission may be granted by the Board only upon the 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 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 the lease; provided, however, that in no event shall any Unit Owner be permitted to rent or lease such Residential Unit for more than twenty-four (24) months. The Board's decision shall be final and binding.

(iii) Any Unit Owner that has a lease in force for his/her Residential Unit, and whose Residential Unit is occupied by a tenant, on the date of recording this Amendment (and if the Unit Owner provides a copy of said signed lease to the Board within thirty (30) days of the recording of this Amendment), is not affected by subsections (i) and (ii) with respect to such Residential Unit; provided, however, that upon the transfer of ownership of the Residential Unit or transfer of the beneficial interest in a trust holding legal title to the Residential Unit the provisions of subsections (i) and (ii) shall be applicable to such Residential Unit.

(iv) The provisions of subsections (i), (ii), and (iii) shall not apply to the rental or leasing of a Residential Unit to a Unit Owner's spouse, sibling, child, parent, grandparent, or to any one or more of them.

(v) The provisions of subsections (i), (ii), and (iii) shall not apply to the rental or leasing of Residential Units by the Association through its Board of Managers.

(b) With respect to Units permitted to be leased pursuant to Section 12.2, No Unit Ownership shall be leased by a Unit Owner for hotel or transient purposes or for a term less than one (1) year and no portion of a Unit Ownership which is less than the entire Unit Ownership shall be leased, without the prior written consent of the Board or the managing agent of the Property acting in accordance with the Board's direction. Additionally, no Unit Parking Space shall be leased to any party other than a Unit Owner or Occupant of a Residential Unit, without the prior written consent of the Board or of the managing agent of the Property acting in accordance with the Board's direction. All leases permitted by this Amendment shall be subject to the terms of the Declaration and the rules established by the Board. The provisions of the Condominium Property Act, the Declaration, By-Laws and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease. With regard to any lease, the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board or if the

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~~lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-Owner to comply with the leasing requirements prescribed by the Act or by the Declaration, By-Laws, and rules and regulations. The Board of Managers may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by a tenant of any covenants, rules, regulations or By-Laws. A Unit Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a Unit Owner under the Condominium Property Act, the condominium instruments, or rules and regulations of the Association; and such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void. The lessee under every lease shall be bound by and subject to all of the obligations, under the Declaration and By-Laws, of the Unit Owner making such lease and the failure of the lessee to comply therewith shall constitute a default under the lease which shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of said obligations. The Unit Owner leasing the Unit Ownership shall deliver a copy of the signed lease to the Board within ten (10) days after the lease is executed and prior to occupancy. The provisions of Section 12.1 and 12.2 shall not apply to a transfer or lease of a Unit, or interest therein, by or to the Board or the Declarant (or Developer) and neither Section 12.1 nor Section 12.2 may be amended or deleted without the prior written consent of Declarant and Developer, so long as either Declarant or Developer owns any Units. "~~

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

END OF TEXT OF AMENDMENT

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PRESIDENT'S SIGNATURE PAGE

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I Lee M. Forrest, am the President of the Board of Managers of Priory Pointe Condominium, an Illinois condominium established by the aforesaid Declaration, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Section 17 of the Illinois Condominium Property Act.

EXECUTED this 9th day of July, 2008.

BY: Lee M. Forrest
President

This instrument was acknowledged before me on July 9th 2008 by Lee M. Forrest as President of Priory Pointe Condominium.

Nedra D. Green
Notary Public Signature

"OFFICIAL SEAL"
Nedra D. Green
Notary Public, State of Illinois
Cook County
My Commission Expires 04-21-2009

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CERTIFICATION AS TO UNIT OWNER APPROVAL

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, James CALLAHAN, state that I am the Secretary of the Board of Managers of Priory Pointe Condominium, an Illinois condominium, and as such Secretary and the keeper and custodian of the books and records of said condominium, I hereby certify that the foregoing amendment was approved by unit owners having in the aggregate at least sixty-seven percent (67%) of the total vote at a special meeting of the Unit Owners duly noticed, convened and held for that purpose on June 29, 2008 at which a quorum was present throughout, and that such approval by the Unit Owners has not been altered, modified or rescinded in any manner but remains in full force and effect.

BY: James M Callahan
 Secretary

DATE: 6/29, 2008

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AFFIDAVIT OF NOTICE TO FIRST MORTGAGEES AND APPROVAL BY FIRST MORTGAGEES

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

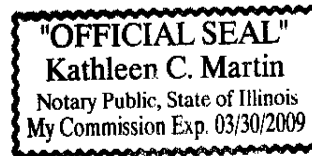
I, JAMES CAIHANAN being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of Priory Pointe Condominium, an Illinois d condominium, and that pursuant to Article 13, Section 13.7 of the Declaration of Condominium Ownership for said condominium, written notice of the foregoing amendment has been sent by certified mail to all First Mortgagees in the aforesaid condominium.

I further state that, pursuant to Article 11, Section 11(e) of the Declaration of Condominium Ownership for said condominium, the foregoing amendment has been approved in writing or by implication as provided by the Declaration by First Mortgagees of the individual unit ownerships representing at least sixty-seven percent (67%) of the votes in the condominium.

James M. Cahanan
Secretary

SUBSCRIBED AND SWORN to
before me this 29th day
of June 2008

[Signature]
Notary Public



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EXHIBIT A **LEGAL DESCRIPTION**

UNIT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, G-1, G-2, G-3, G-4, AND G-5 IN THE PRIORY POINT CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING PARCEL OF REAL ESTATE:

THE WEST 18 FEET OF LOT 4 AND THE EAST 39 FEET OF LOT 5, IN GRAY AND BRAESE'S RESUBDIVISION OF BLOCK 1 IN SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOGUE'S ADDITION TO OAK PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE EAST 1/3 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT A" TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 99682170, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

Commonly Known As: 7221 W. Division Street
River Forest, Illinois 60305

Permanent Index Number: 15-01-403-047-1001
through and including: 15-01-403-047-1015