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Doc#: 0918233096 Fee: \$80.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/01/2009 01:19 PM Pg: 1 of 23

AMENDMENT

TO

DECLARATION

OF

CONDOMINIUM
OWNERSHIP

AND

BY-LAWS
EASEMENTS,
RESTRICTIONS
AND COVENANTS

FOR

DEERFIELD COURT
CONDOMINIUM
ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for Deerfield Court Condominium Association, Inc., ("Declaration") was recorded with the Recorder of Deeds of Cook County as Document No. 87460412 on August 20, 1987; and

WHEREAS, an Amendment to the Declaration was recorded with the Recorder of Deeds of Cook County as Document No. 90621248 on December 24, 1990, which amended, among other provisions of the Declaration, the name of the association from Second Addition to Orland Golf View Condominiums to Deerfield Court Condominium Association and replaced Article IX in its entirety;

WHEREAS, the Board of Directors has determined that certain Amendments to the Declaration will benefit the safety and welfare of the members of the Association; and

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WHEREAS, the Declaration provides under Article XIX, Section 6 for Amendments to the Declaration; and

WHEREAS, the Board has approved the following amendment to Article IX and at least three-fourths (3/4) of the Unit Owners have approved the change, and the Secretary has mailed a copy of the Amendment by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior the date of an affidavit certifying to such mailing.

NOW, THEREFORE, the following shall be considered as an Amendment to the Declaration whereby Article IX, paragraph 2 shall be deleted in its entirety and replaced with the following:

2. **RESTRICTION ON LEASING:**

No unit shall be leased or otherwise occupied by a non-owner of a unit except as specifically provided herein.

A. **Definitions. The following words are defined as follows:**

- i. **“Owner occupied unit” shall be any unit which is occupied by one or more titleholders. A titleholder shall mean the holder of a fee interest, a beneficiary or land trust or shareholder of a corporation holding a fee interest in the unit. Units in which “immediate family members” of a titleholder reside, shall also be considered owner occupied units.**
- ii. **“Non-owner occupied unit” shall mean all units except those which are owner occupied units.**
- iii. **“Immediate family members” shall only include an owner’s parents, grandparents, children, grandchildren and siblings.**
- iv. **“Occupant” shall mean an individual residing in a Unit with or without a lease.**

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- B. All units which are leased or occupied by a non-owner at the time of adoption of this Amendment to the Declaration shall be “grandfathered” and shall not be subject to the provisions of this Amendment until (1) the lease existing at the time of adoption of this Amendment expires; (2) the unit becomes owner-occupied; or (3) the unit is sold or otherwise changes title, whichever shall first occur. Upon the happening of one of the foregoing, the unit shall therefor be subject to all other provisions of this Amendment.**
- C. Any unit may be leased or otherwise occupied, without restriction, to a member or members of the owner’s immediate family as defined above. Subleasing is prohibited except where an owner occupied unit is leased to a member or members of the owner’s immediate family. The unit owner must submit a copy the lease and the names and telephone numbers of all individuals occupying their unit to the Board. The Board shall have the right to require that the proposed lessee(s) or occupant(s) furnish proof of identity and relationship to the owner to the Board’s satisfaction.**
- D. In the event of a hardship as defined by the Board, the unit owner may request a hardship exemption from the Board. The Board may grant permission to the unit owner to lease his/her unit for a specified period not to exceed twelve (12) months. At the expiration of each term granted, if hardship to the unit owner continues the unit owner shall apply to the Board for an extension before renewing any expiring lease or seeking a new tenant or occupant for the unit. The granting of a hardship exemption and the extension of hardship exemption is at the sole discretion of the Board. If a hardship exemption is granted or extended, the unit owner shall provide the Board of Directors with a copy of the lease agreement and the names and telephone numbers of all individuals who shall occupy the unit no later than the date the unit becomes non-owner occupied.**
- E. In the event the Association takes title to or possession of a unit, it may lease the unit for a period not to exceed thirteen (13) months. At the end of each lease period, at the sole discretion of the Board, the lease period may be extended for another period not to exceed thirteen (13) months. Upon the sale of the unit or the relinquishment of possession by the Association, the unit shall be subject to all the provisions of this Amendment.**
- F. Units shall be used as single family residences only. No unit shall be used as a hotel, boarding room or for transient purposes or for temporary or short-term housing.**

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- G. Unit owners and occupants shall provide the Board with advance notice and the names, addresses and telephone numbers of any and all guests and invitees provided a key, garage door opener or other access to any building or unit.**
- H. Owners who do not occupy their unit shall provide the Board with the address and telephone of their off-site residence.**
- I. In the event the owner of a unit permits his/her unit to become non-owner occupied without complying with the provisions of this Amendment to the Declaration, or in the event occupant(s) of the unit, in the sole judgment of the Board, becomes a habitual or continual violator of the Declaration, ByLaws or Rules and Regulations of the Association, the Board, after service of a 30-day notice of violation of this Amendment to the Declaration upon the occupant(s) and the unit owner, by personal delivery or by certified mail, return receipt requested, and the failure of the occupant to vacate the unit within such 30-day period, may initiate a forcible entry and detainer action against the occupant and/or unit owner, and all unit owners hereby consent to the bringing of such action in their name. As an alternative, the Association may seek a restraining order, mandatory injunction, or other remedy against the occupant and/or the unit owner to prevent the unit from continuing to be non-owner occupied or to be occupied by a particular person(s). In addition to any other remedies, the Board may also levy a fine against a unit owner for any violation of this Restriction on Leasing. All attorneys' fees and court costs incurred by the Association to enforce this provision or any other provision in the Declaration, Bylaws or Rules and Regulations against a unit owner and/or any occupant of a unit shall be assessed to the unit owner as a common expense and if such costs and fees are not paid, they may be the subject of a lien of the Association against the unit and may be collected using all the remedies available for the collection of delinquent assessments. In addition to the foregoing, the Association shall have all rights and remedies set forth in the Declaration and as available by law to enforce this provision.**
- J. The seller of any unit shall be required to provide the purchaser's name, address and telephone number, along with the address being sold, to the Board prior to obtaining a letter from the Board regarding the status of the payment of assessments for the unit. It shall be the duty and responsibility of the selling unit owner to inform a purchaser of their unit of the requirements of this Amendment.**

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

This restriction shall take effect and shall be deemed adopted upon the recording of this Amendment.

NOW THEREFORE, we the undersigned members of the Board of Directors of DEERFIELD COURT CONDOMINIUM ASSOCIATION, INC. consent to the Amendment
aforementioned.

Joseph B. Hunt
Ray Spyrz
Robert M. Spyrz
Margaret Priess

BEING AT LEAST FIVE MEMBERS OF THE BOARD OF DIRECTORS

PREPARED BY:
Lara A. Anderson
TRESSLER, SODERSTROM, MALONEY & PRIESS, LLP
305 W. Briarcliff Road
P. O. Box 1158
Bolingbrook, IL 60440
(630) 759-0800

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WE, THE UNDERSIGNED, by affixing our names to this instrument do hereby certify that we are voting members of DEERFIELD COURT CONDOMINIUM ASSOCIATION, INC. and that pursuant to Article XIX, Section 6 of the Declaration of Condominium Ownership and By-Laws for DEERFIELD COURT CONDOMINIUM ASSOCIATION, INC. recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 87460412 hereby consent to the foregoing amendment restricting leasing.

<u>NAME</u>	<u>ADDRESS</u>	<u>UNIT NO.</u>
<i>Angela Matrone</i>	15711 DEERFIELD CT	2N
<i>Angela Matrone</i>	15711 DEERFIELD CT	2N

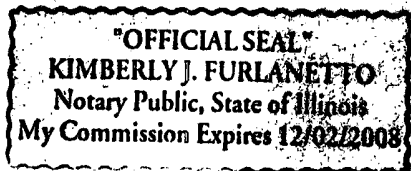
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Kimberly J. Furlanetto, being first duly sworn on oath depose and state that the Owner(s) whose name(s) are subscribed to the foregoing Petition are the true and correct Owners at Deerfield Court Condominium Association, Inc. and the signatures to this Petition were a free and voluntary act for the uses and purposes therein set forth.

Kimberly J. Furlanetto

SUBSCRIBED and SWORN to before me this 18th day of November, 2007.

Kimberly J. Furlanetto
Notary Public



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WE, THE UNDERSIGNED, by affixing our names to this instrument do hereby certify that we are voting members of DEERFIELD COURT CONDOMINIUM ASSOCIATION, INC. and that pursuant to Article XIX, Section 6 of the Declaration of Condominium Ownership and By-Laws for DEERFIELD COURT CONDOMINIUM ASSOCIATION, INC. recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 87460412 hereby consent to the foregoing amendment restricting leasing.

<u>NAME</u>	<u>ADDRESS</u>	<u>UNIT NO.</u>
<i>Way Johnson</i>	15724 DEERFIELD CT	2-S
<i>Shirley</i>	15721 DEERFIELD CT	1-E
<i>Brian Murphy</i>	15715 Deerfield Ct	2-W
<i>Ben Murphy</i>	15715 Deerfield	#1-N
<i>Cynthia Sabur</i>	15701 Deerfield	2-S

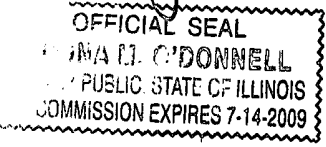
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Dave Jonjevic, being first duly sworn on oath depose and state that the Owner(s) whose name(s) are subscribed to the foregoing Petition are the true and correct Owners at Deerfield Court Condominium Association, Inc. and the signatures to this Petition were a free and voluntary act for the uses and purposes therein set forth.

SUBSCRIBED and SWORN to before me
this 25th day of November, 2008

Donna M. O'Donnell
Notary Public

Donjevic



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WE, THE UNDERSIGNED, by affixing our names to this instrument do hereby certify that we are voting members of DEERFIELD COURT CONDOMINIUM ASSOCIATION, INC. and that pursuant to Article XIX, Section 6 of the Declaration of Condominium Ownership and By-Laws for DEERFIELD COURT CONDOMINIUM ASSOCIATION, INC. recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 87460412 hereby consent to the foregoing amendment restricting leasing.

<u>NAME</u>	<u>ADDRESS</u>	<u>UNIT NO.</u>
Tom Musselman	15721 Deerfield Ct 2E	JAD
Greg Plantall	15713 Deerfield Ct 1-N	
Robert R. Black	15702 Deerfield Unit 2-N	
Samuel...	15700 Deerfield Ct unit 1-N.	
Beth Duffey	15700 Deerfield Ct. Unit 2S	
Jeffrey	15715 Deerfield Ct 1-S	
Carolee Messier	15705 Deerfield Ct 1-N	
D. Loren M. Flood	15704 Deerfield Ct 1-N	
Catherine E. Heenan	15705 Deerfield Ct. 1-S	
Helen Fowler	15702 Deerfield Ct. 1-N	

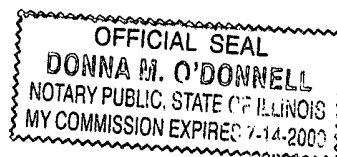
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

Joseph J. Hoff being first duly sworn on oath depose and state that the Owner(s) whose name(s) are subscribed to the foregoing Petition are the true and correct Owners at Deerfield Court Condominium Association, Inc. and the signatures to this Petition were a free and voluntary act for the uses and purposes therein set forth.

SUBSCRIBED and SWORN to before me
 this 16 day of April, 2007.

Donna M. O'Donnell
 Notary Public

Joseph J. Hoff



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WE, THE UNDERSIGNED, by affixing our names to this instrument do hereby certify that we are voting members of DEERFIELD COURT CONDOMINIUM ASSOCIATION, INC. and that pursuant to Article XIX, Section 6 of the Declaration of Condominium Ownership and By-Laws for DEERFIELD COURT CONDOMINIUM ASSOCIATION, INC. recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 87460412 hereby consent to the foregoing amendment restricting leasing.

<u>NAME</u>	<u>ADDRESS</u>	<u>UNIT NO.</u>
Loraine Buckley	15712 Deerfield Ct.	1N
Martin Kennedy	15722 Deerfield Ct	2S
Genevieve Fioretti	15722 Deerfield Ct.	1S

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Joseph B Huff, being first duly sworn on oath depose and state that the Owner(s) whose name(s) are subscribed to the foregoing Petition are the true and correct Owners at Deerfield Court Condominium Association, Inc. and the signatures to this Petition were a free and voluntary act for the uses and purposes therein set forth.

SUBSCRIBED and SWORN to before me
this 14th day of APRIL, 2007.

Donna M O'Donnell
Notary Public

Joseph B Huff



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Jim Musselman do hereby certify that I am the duly qualified and acting Secretary of the DEERFIELD COURT CONDOMINIUM ASSOCIATION, INC. an Illinois not-for-profit corporation, and as such am the keeper of the records and files of the Association

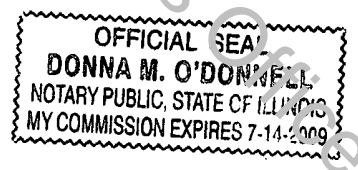
I do further certify that three-fourths (3/4) of the Unit Owners have approved the change and the Secretary has mailed a copy of the Amendment by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior the date of an affidavit certifying to such mailing.

IN WITNESS WHEREOF, I hereunto affix my hand and seal on this the 26th day of May, 2007.

[Signature]
Secretary

SUBSCRIBED and SWORN to before me this 26th day of May, 2007.

[Signature]
Notary Public



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Exhibit "A"

Deerfield Court Condominium Association

Unit	Pin	Commonly known as (for informational purposes only)
1W	27-14-412-014-1001	15721 DEERFIELD CT #1W ORLAND PARK, IL 60462
2W	27-14-412-014-1002	15721 DEERFIELD CT #2W ORLAND PARK, IL 60462
1E	27-14-412-014-1003	15721 DEERFIELD CT #1E ORLAND PARK, IL 60462
2E	27-14-412-014-1004	15721 DEERFIELD CT #2E ORLAND PARK, IL 60462
1W	27-14-412-014-1005	15713 DEERFIELD CT #1W ORLAND PARK, IL 60462
2W	27-14-412-014-1006	15723 DEERFIELD CT #2W ORLAND PARK, IL 60462
1E	27-14-412-014-1007	15723 DEERFIELD CT #1E ORLAND PARK, IL 60462
2E	27-14-412-014-1008	15723 DEERFIELD CT #2E ORLAND PARK, IL 60462
1W	27-14-412-014-1009	15725 DEERFIELD CT #1W ORLAND PARK, IL 60462
2W	27-14-412-014-1010	15725 DEERFIELD CT #2W ORLAND PARK, IL 60462
1E	27-14-412-014-1011	15725 DEERFIELD CT #1E ORLAND PARK, IL 60462
2E	27-14-412-014-1012	15725 DEERFIELD CT #2E ORLAND PARK, IL 60462
1N	27-14-412-014-1013	15720 DEERFIELD CT #1N ORLAND PARK, IL 60462
2N	27-14-412-014-1014	15720 DEERFIELD CT #2N ORLAND PARK, IL 60462
1S	27-14-412-014-1015	15720 DEERFIELD CT #1S ORLAND PARK, IL 60462
2S	27-14-412-014-1016	15720 DEERFIELD CT #2S ORLAND PARK, IL 60462
1N	27-14-412-014-1017	15722 DEERFIELD CT #1N ORLAND PARK, IL 60462
2N	27-14-412-014-1018	15722 DEERFIELD CT #2N ORLAND PARK, IL 60462
1S	27-14-412-014-1019	15722 DEERFIELD CT #1S ORLAND PARK, IL 60462
2S	27-14-412-014-1020	15722 DEERFIELD CT #2S ORLAND PARK, IL 60462
1N	27-14-412-014-1021	15724 DEERFIELD CT #1N ORLAND PARK, IL 60462
2N	27-14-412-014-1022	15724 DEERFIELD CT #2N ORLAND PARK, IL 60462
1S	27-14-412-014-1023	15724 DEERFIELD CT #1S ORLAND PARK, IL 60462
2S	27-14-412-014-1024	15724 DEERFIELD CT #2S ORLAND PARK, IL 60462
1N	27-14-412-014-1025	15700 DEERFIELD CT #1N ORLAND PARK, IL 60462
1S	27-14-412-014-1026	15700 DEERFIELD CT #1S ORLAND PARK, IL 60462
1N	27-14-412-014-1027	15702 DEERFIELD CT #1N ORLAND PARK, IL 60462
1S	27-14-412-014-1028	15702 DEERFIELD CT #1S ORLAND PARK, IL 60462
1N	27-14-412-014-1029	15704 DEERFIELD CT #1N ORLAND PARK, IL 60462
1S	27-14-412-014-1030	15704 DEERFIELD CT #1S ORLAND PARK, IL 60462
2N	27-14-412-014-1031	15700 DEERFIELD CT #2N ORLAND PARK, IL 60462
2S	27-14-412-014-1032	15700 DEERFIELD CT #2S ORLAND PARK, IL 60462
2N	27-14-412-014-1033	15702 DEERFIELD CT #2N ORLAND PARK, IL 60462
2S	27-14-412-014-1034	15702 DEERFIELD CT #2S ORLAND PARK, IL 60462
2N	27-14-412-014-1035	15704 DEERFIELD CT #2N ORLAND PARK, IL 60462
2S	27-14-412-014-1036	15704 DEERFIELD CT #2S ORLAND PARK, IL 60462
1N	27-14-412-014-1037	15700 DEERFIELD CT #1N ORLAND PARK, IL 60462
1S	27-14-412-014-1038	15712 DEERFIELD CT #1S ORLAND PARK, IL 60462
1N	27-14-412-014-1039	15714 DEERFIELD CT #1N ORLAND PARK, IL 60462
1S	27-14-412-014-1040	15714 DEERFIELD CT #1S ORLAND PARK, IL 60462
2N	27-14-412-014-1041	15712 DEERFIELD CT #2N ORLAND PARK, IL 60462
2S	27-14-412-014-1042	15712 DEERFIELD CT #2S ORLAND PARK, IL 60462
2N	27-14-412-014-1043	15714 DEERFIELD CT #2N ORLAND PARK, IL 60462
2S	27-14-412-014-1044	15714 DEERFIELD CT #2S ORLAND PARK, IL 60462
1N	27-14-412-014-1045	15701 DEERFIELD CT #1N ORLAND PARK, IL 60462
1S	27-14-412-014-1046	15701 DEERFIELD CT #1S ORLAND PARK, IL 60462
1N	27-14-412-014-1047	15703 DEERFIELD CT #1N ORLAND PARK, IL 60462
1S	27-14-412-014-1048	15703 DEERFIELD CT #1S ORLAND PARK, IL 60462
1N	27-14-412-014-1049	15705 DEERFIELD CT #1N ORLAND PARK, IL 60462
1S	27-14-412-014-1050	15705 DEERFIELD CT #1S ORLAND PARK, IL 60462

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Unit	Pin	Commonly known as (for informational purposes only)
2N	27-14-412-014-1051	15701 DEERFIELD CT #2N ORLAND PARK, IL 60462
2S	27-14-412-014-1052	15701 DEERFIELD CT #2S ORLAND PARK, IL 60462
2N	27-14-412-014-1053	15703 DEERFIELD CT #2N ORLAND PARK, IL 60462
2S	27-14-412-014-1054	15703 DEERFIELD CT #2S ORLAND PARK, IL 60462
2N	27-14-412-014-1055	15705 DEERFIELD CT #2N ORLAND PARK, IL 60462
2S	27-14-412-014-1056	15705 DEERFIELD CT #2S ORLAND PARK, IL 60462
1N	27-14-412-014-1057	15711 DEERFIELD CT #1N ORLAND PARK, IL 60462
1S	27-14-412-014-1058	15711 DEERFIELD CT #1S ORLAND PARK, IL 60462
1N	27-14-412-014-1059	15713 DEERFIELD CT #1N ORLAND PARK, IL 60462
1S	27-14-412-014-1060	15713 DEERFIELD CT #1S ORLAND PARK, IL 60462
1N	27-14-412-014-1061	15715 DEERFIELD CT #1N ORLAND PARK, IL 60462
1S	27-14-412-014-1062	15715 DEERFIELD CT #1S ORLAND PARK, IL 60462
2N	27-14-412-014-1063	15711 DEERFIELD CT #2N ORLAND PARK, IL 60462
2S	27-14-412-014-1064	15711 DEERFIELD CT #2S ORLAND PARK, IL 60462
2N	27-14-412-014-1065	15713 DEERFIELD CT #2N ORLAND PARK, IL 60462
2S	27-14-412-014-1066	15713 DEERFIELD CT #2S ORLAND PARK, IL 60462
2N	27-14-412-014-1067	15715 DEERFIELD CT #2N ORLAND PARK, IL 60462
2S	27-14-412-014-1068	15715 DEERFIELD CT #2S ORLAND PARK, IL 60462

Property of Cook County Clerk's Office

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LEGAL DESCRIPTION

Lot 17 in Second Addition to Orland Golf View Condominium Subdivision of part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 14, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. Permanent Index No. 27-14-402-020.

Property of Cook County Clerk's Office