



Doc#: 1026439049 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/21/2010 01:38 PM Pg: 1 of 11

**AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP AND
BYLAWS, EASEMENTS, RESTRICTIONS, AND
COVENANTS FOR PRAIRIE VIEW CONDOMINIUMS**

This Amendment to Declaration of Condominium Ownership and Bylaws, Easements, Restrictions, and Covenants for Prairie View Condominiums (The "Amendment") is made and entered into this 15th day of June, 2010 at Tinley Park, Cook County, Illinois pursuant to the provisions of Articles XIX Section 6 Amendment of the Declaration.

The Amendment shall apply to:

Units 1-A, 1-B, 2-A, 2-B, 3-A and 3-B

as delineated on the plat of survey of the following described parcel of real estate:

Lot 25 in Brementowne South, being a Subdivision of part of the North West ¼ of the North West ¼ of Section 25, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

attached as Exhibit A to the Declaration of Condominium, recorded in the office of the Recorder of Deeds of Cook County, Illinois.

PINS and common address of said units is attached hereto as Exhibit A.

1. Notwithstanding any provisions of this Declaration to the contrary, rental, leasing or subleasing of Units is prohibited, except as hereinafter provided:

(1) Those Units that are leased on the effective date of this Amendment may be leased until the expiration of the lease in effect at that time. Upon the expiration of the current lease, the Owner must either take possession of the Unit, maintain the Unit as a vacant Unit, or sell the Unit, subject to the provisions below. A copy of all current leases

S Y
P HL
S N
M N
SC Y
E Y
INT YHL

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shall be placed on file by the Unit Owner with the Board of Directors no later than fourteen days after the effective date of this Amendment.

(2) Occupancy of a Unit by a Family Member(s) of a Unit Owner is permitted, and shall not constitute a lease as defined under this Amendment, even if there is no written memorandum or agreement executed between the parties. Family Member shall be defined as parents, grandparents, children, siblings, and spouse of the Unit Owner.

(3) Hardship. If a Unit is vacated by a tenant in occupancy as of the recording date of this Amendment, or vacated by a Unit Owner for reasons beyond his control, the Unit Owner may apply for a one year hardship waiver in the following manner:

(a) The Unit Owner must submit a request in writing to the Board of Directors requesting a one year hardship waiver of this paragraph, setting forth the reasons why they are entitled to same.

(b) If, based on the data supplied to the Board of Directors by the Unit Owner, the Board in its sole and absolute direction finds that a reasonable hardship exists, the Board may grant a one year waiver. Any lease entered into shall be in writing and for a period of one year. The lease must also contain a provision that failure by the tenant or the Unit Owner to abide by the Rules and Regulations of the Association may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors. All decisions of the Board shall be final.

(c) Copies of all leases must be submitted to the Board within ten (10) days after execution and prior to occupancy.

(d) All tenants shall acknowledge in writing that they have received copies of the Rules and Regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors.

(e) In the event a Unit Owner has been granted hardship status, he must reapply within thirty (30) days of the expiration of each hardship period if he wishes to request an extension.

(4) Any Unit being leased out in violation of the 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.

(5) 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.

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(6) 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 incurred by the Association.

(7) 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.

(8) This Amendment shall not prohibit the Board from leasing any Unit owned by the Association or any Unit which the Association has been issued an Order of Possession by the Circuit Court of Cook County.

Any and all other provision of the Declaration not inconsistent with the provisions of this Amendment shall remain in full force and effect.

Approved by Board of Directors this 15th day of JUNE, 2010.

DIRECTOR:

Peggy Marsala
Peggy Marsala

6-15-10
Dated

STATE OF ILLINOIS)
): SS.
COUNTY OF COOK)



I, the undersigned, a Notary Public, in and for said County and State of aforesaid, do hereby certify that Peggy Marsala, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and signed and delivered the said instrument for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15 day of June, 2010.

Nancy M. LeBlie
Notary Public

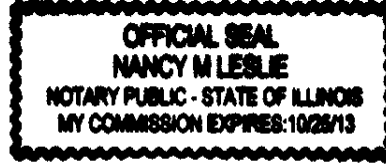
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DIRECTOR:

Deborah Skopek
Deborah Skopek

6/5/10
Dated

STATE OF ILLINOIS)
 : SS.
COUNTY OF Cook)



I, the undersigned, a Notary Public, in and for said County and State of aforesaid, do hereby certify that Deborah Skopek, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and signed and delivered the said instrument for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5 day of JUNE, 2010.

Nancy M. Leslie
Notary Public

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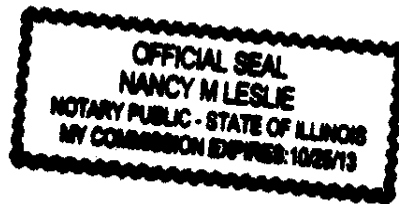
Approved by 3/4 of the Unit Owners this 5 day of June, 2010.

Unit 1-A Owner:

Deborah Skopek
Deborah Skopek

6/5/10
Dated

STATE OF ILLINOIS)
 : SS.
COUNTY OF Cook)



I, the undersigned, a Notary Public, in and for said County and State of aforesaid, do hereby certify that Deborah Skopek, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and signed and delivered the said instrument for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5 day of June, 2010.

Nancy M. Leslie
Notary Public

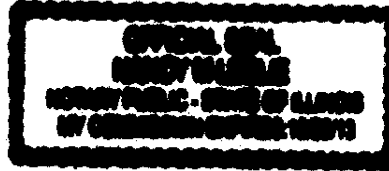
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Unit 1-B Owner:

James Weber
James Weber

6/24/2010
Dated

STATE OF ILLINOIS)
 : SS.
COUNTY OF Cook)



I, the undersigned, a Notary Public, in and for said County and State of aforesaid, do hereby certify that James Weber, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and signed and delivered the said instrument for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24 day of June, 2010.

Loyn M. Leslee
Notary Public

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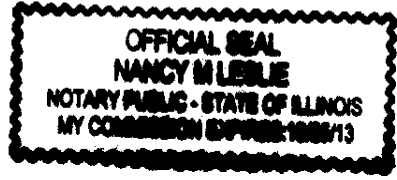
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Unit 2-A Owner:

Richard C. Kamper
Richard C. Kamper

6-15-10
Dated

STATE OF ILLINOIS)
): SS.
COUNTY OF Cook)



I, the undersigned, a Notary Public, in and for said County and State of aforesaid, do hereby certify that Richard C. Kamper, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and signed and delivered the said instrument for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15 day of June, 2010.

Nancy M. LeBlue
Notary Public

Cook County Clerk's Office

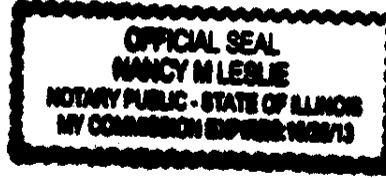
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Unit 2-B Owner:

Lorraine Crowley
Lorraine Crowley

6-15-10
Dated

STATE OF ILLINOIS)
 : SS.
COUNTY OF COOK)



I, the undersigned, a Notary Public, in and for said County and State of aforesaid, do hereby certify that Lorraine Crowley, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and signed and delivered the said instrument for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15 day of June, 2010.

Nancy M. Leslie
Notary Public

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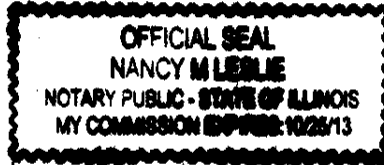
Unit 3-A Owner:

Kevin Walker
Kevin Walker

6-15-10
Dated

STATE OF ILLINOIS)
 :
COUNTY OF Cook)

SS.



I, the undersigned, a Notary Public, in and for said County and State of aforesaid, do hereby certify that Kevin Walker, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and signed and delivered the said instrument for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15 day of JUNE, 2010.

Nancy M. Leslie
Notary Public

Property of Cook County Clerk's Office

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Unit 3-B Owner:

Nancy Leslie
Nancy Leslie

6/16/10
Dated

STATE OF ILLINOIS)
 : SS.
COUNTY OF Cook)

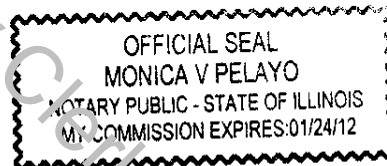
I, the undersigned, a Notary Public, in and for said County and State of aforesaid, do hereby certify that Nancy Leslie, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and signed and delivered the said instrument for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of June, 2010.

Monica V Pelayo
Notary Public

Prepared by and after recording return to:

Lyman C. Tieman
20012 S. Wolf Rd., Ste. 201
Mokena, IL 60448



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EXHIBIT A

Unit 1-A PIN: 27-25-104-023-1001
 Addr: 16737 Paxton Ave., Unit 1-A, Tinley Park, IL 60477

Unit 1-B PIN: 27-25-104-023-1002
 Addr: 16737 Paxton Ave., Unit 1-B, Tinley Park, IL 60477

Unit 2-A PIN: 27-25-104-023-1003
 Addr: 16737 Paxton Ave., Unit 2-A, Tinley Park, IL 60477

Unit 2-B PIN: 27-25-104-023-1004
 Addr: 16737 Paxton Ave., Unit 2-B, Tinley Park, IL 60477

Unit 3-A PIN: 27-25-104-023-1005
 Addr: 16737 Paxton Ave., Unit 3-A, Tinley Park, IL 60477

Unit 3-B PIN: 27-25-104-023-1006
 Addr: 16737 Paxton Ave., Unit 3-B, Tinley Park, IL 60477

Property of Cook County Clerk's Office