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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/30/2014 09:47 AM Pg: 1 of 5

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Document Title:

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF ~~PROSKA~~ **PROKSA** PARK
CONDOMINIUM A/K/A PROSKA PARK CONDOMINIUM

Reference Numbers of Related Documents:

Cook County Recorder of Deeds Document Number: 0810122020

Grantor(s):

Lea, LTD.

Grantee(s):

Lea, LTD.

Short Legal Description:

Lot 63 and 64 IN BLOCK 44 IN ANDREWS AND PIPERS THIRD ADDITION TO
BERWYN, BEING A SUBDIVISION IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Cook County Assessor's PINs:

16-31-108-049-1001 through 16-31-108-049-1022 inclusive

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FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
PROKSA PARK CONDOMINIUM
A/K/A
PROKSA PARK CONDOMINIUM

Pursuant to 765 ILCS 605 et seq. the Illinois Condominium Property Act, and (i) the vote or consent of Unit Owners holding at least 75% of the votes in the Proksa Park Condominium Association a/k/a Proksa Park Condominium Association ("Association"), pursuant to Section 16 of the Condominium Declaration for Proksa Park Condominium a/k/a Proksa Park Condominium, filed April 10, 2008 as Document No.: 0810122020 with the Cook County Recorder of Deeds, Illinois, and (ii) the consent of Eligible Mortgagees of Units to which at least 51% of the votes of Units subject to Mortgages held by Eligible Mortgagees are allocated, the Declaration shall be amended as follows.

WHEREAS, at a meeting duly called and held on August 31, 2014, at least 67% of Board of Directors of the Association voted to submit this Amendment to Declaration to the unit owners for their approval;

WHEREAS, pursuant to Section 16 Unit Owners holding at least 75% of the votes in the Association, have voted in approval to or consented in writing to amend the Declaration as hereinafter set forth; and

WHEREAS, pursuant to Section 16(e) of the Declaration, after not less than ten (10) days notice to all of the Eligible Mortgagees duly given by certified mail, return receipt requested, not less than Fifty-One Percent (51%) of the Eligible Mortgagees have expressly or impliedly consented to the amendment of the Declaration as hereinafter set forth.

NOW THEREFORE, BE IT RESOLVED: The President and Secretary of the Association certify the Declaration to have been amended and duly adopted as follows:

11. **USE AND OCCUPANCY OF UNITS AND COMMON ELEMENTS.** This Amended and Restated Declaration of Condominium is made by Lea LTD., an Illinois Corporation, hereinafter the "Association". The land subject to this Declaration and the improvements located thereon that have already been submitted to condominium ownership and use pursuant to the Illinois Condominium Property Act.

Section 11 shall remain in its entirety and the following additional language shall be included:

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"11 Use and Occupancy of Units and Common Elements.

11(b) The following provisions of this Section 11(b) and all provisions therein shall apply to the Use and Occupancy of Units in Common Elements. Reference to this Section 11(b) shall include all additional language stated herein.

11(b).1 In addition to the use and occupancy of units in common elements set forth in Section 11(b), the Board may adopt a rule or rules that permit the commercial use and lease of the roof, a common area of the Property, for leasing purposes and rental of the roof to a commercial entity for their contractual right to affix and operate a rooftop antenna.

11(b).2 The Property's roof, a common element, is and shall remain permitted to be subject to commercial lease, upon approval of the Board as set forth in Section 16 of the Declaration. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of condominium parcels. The acquisition of title to a unit or any other interest in the condominium property, or the lease, occupancy, or use of any portion of a unit or the condominium property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

This Amendment shall become effective immediately upon the recording hereof. The terms of this Amendment shall control over and implicitly amend any inconsistent provision of the Declarations or the Bylaws of the Association. Except as amended by this instrument, the Declarations, as amended, shall remain in full force and effect.

In Witness whereof, the undersigned herein set their hands this 29th day of August, 2014.

PROKSA PARK CONDOMINIUM A/K/A PROSKA PARK CONDOMINIUM

By: <u>VICTOR SATAS</u>	<u>Cecilia Wolcki</u>
Print Name	Signature
<u>Nick Sator</u>	<u>CECILIA WOLSKI</u>
Its: President	Its: Secretary

ATTEST AND CERTIFIED; Said amendment has been properly adopted.

PROKSA PARK CONDOMINIUM A/K/A PROSKA PARK CONDOMINIUM

By: _____	_____
Print Name	Signature
_____	_____
Its: Secretary	

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CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)) ss
COUNTY OF COOK)

On this day personally appeared before me VICTOR SATAS to be known to be the individual who executed the within and foregoing instrument as duly appointed President for Proksa Park Condominium a/k/a Proksa Park Condominium, and acknowledges that he signed the same as his free and voluntary act and deed and on oath stating that his powers authorizing the execution of this instrument have not been revoked. GIVEN under my hand and official seal the 29TH day of August 2014.

JANET M. CUNNINGHAM SIGNATURE

JANET M. CUNNINGHAM PRINTED NAME
Notary Public in and for the State of Illinois.



My Commission Expires: July 5, 2017

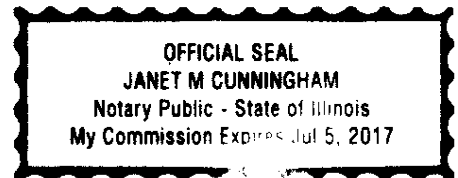
CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)) ss
COUNTY OF COOK)

On this day personally appeared before me CECALIA WOLSKI to be known to be the individual who executed the within and foregoing instrument as duly appointed ~~SECRETARY~~ for Proksa Park Condominium a/k/a Proksa Park Condominium, and acknowledges that he signed the same as his free and voluntary act and deed and on oath stating that his powers authorizing the execution of this instrument have not been revoked. GIVEN under my hand and official seal the 29TH day of August 2014.

JANET M. CUNNINGHAM SIGNATURE

JANET M. CUNNINGHAM PRINTED NAME
Notary Public in and for the State of Illinois.



My Commission Expires: July 5, 2017

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ELIGIBLE MORTGAGEE'S CONSENT

The undersigned, being the Eligible Mortgagee on Unit _____ of Proksa Park Condominium a/k/a Proksa Park Condominium, hereby represents and warrants that it is the Eligible Mortgagee per the Association's Declaration, and hereby consents to the **First Amendment to Condominium Declaration for Proksa Park Condominium a/k/a Proksa Park Condominium**, in the form enclosed herewith.

DATED this _____ day of _____, 2014.

ELIGIBLE MORTGAGEE: _____

By: _____
Print Name Signature

Title

CORPORATE ACKNOWLEDGMENT

STATE OF _____)) ss
COUNTY OF _____)

On this day personally appeared before me _____ and _____ to be known to be the individual who executed the within and foregoing instrument as duly appointed _____, for _____, and acknowledges that he/she signed the same as his/her free and voluntary act and deed and on oath stating that his/her powers authorizing the execution of this instrument have not been revoked.
GIVEN under my hand and official seal the _____ day of _____ 2014.

_____ SIGNATURE

_____ PRINTED NAME

Notary Public in and for the State of _____.

My Commission Expires: _____.

PLEASE NOTE APPLICABLE IMPLIED CONSENT RULE: FAILURE TO RESPOND IN WRITING WITHIN THIRTY DAYS OF THE DATE OF MAILING OF THE ENCLOSED AMENDMENTS CONSTITUTES YOUR IMPLIED CONSENT TO THESE AMENDMENTS.