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Karen A. Yarbrough
Cook County Recorder of Deeds
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Document Prepared by &
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**AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR
GREEN VALLEY ESTATES CONDOMINIUMS, UNIT SEVEN ASSOCIATION
a/k/a 11018 THERESA CIRCLE CONDOMINIUM ASSOCIATION**

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Green Valley Estates Condominiums, Unit Seven Association, which was recorded as Document No. 86-157354 in the Office of the Recorder of Deeds of Cook County, Illinois (hereinafter, "Declaration").

This Amendment is adopted pursuant to the provisions of Article XIV, Section 7 of the aforesaid Declaration, which provides that the Declaration and By-Laws may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed and acknowledged by the President or Vice-President of the Board of Directors, and approved by the Unit Owners having, in the aggregate, at least sixty-seven (67%) percent of the total vote, at a meeting called for that purpose provided, however, that all holders of first mortgages of record have been notified by certified mail of any change, modification, or rescission, and an affidavit by the Secretary of the Board certifying to such mailing is made a part of such instrument. The change, modification, or rescission shall be effective upon recording of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois.

RECITALS

WHEREAS, the Green Valley Estates Condominiums, Unit Seven Association, a/k/a the 11018 Teresa Circle Condominium Association (hereinafter, "Association") is a not-for-profit corporation and condominium association organized and existing under the law of the State of Illinois; and

WHEREAS, the affairs of this corporation are managed by its Board of Directors (hereinafter, "Board"); and

WHEREAS, this Association and its Board are responsible for managing certain real estate in the County of Cook, State of Illinois, which real property is subject to the provisions of the Declaration; and

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WHEREAS, this Declaration Amendment has been acknowledged and executed by the Board and the language approved in writing by the acknowledged signatures of at sixty-seven (67%) percent of the total vote of the Unit Owners, all in compliance with the Declaration.

NOW THEREFORE, the Declaration is hereby amended in accordance with the text which follows:

1. Article XIII, Section 2 of the Declaration is hereby deleted in its entirety and replaced with the following language:

13.02 Leasing Prohibition

- (a) In order to prevent transiency and to preserve the residential character of the Association, as of the effective date of this Amendment, no Unit shall be leased, and all Units must be occupied by the Unit Owner and/or his/her immediate family, except as specifically permitted in this Section.
- (b) All Units being leased as of the effective date of this Amendment may continue to be leased, but only to the current Tenant, and only until the current Tenant vacates the Unit. Until such time, the Unit Owner is responsible to ensure a current copy of the lease is on file with the Association. The lease shall be subject to the Declaration and By-Laws of the Association. The Unit Owner is responsible for the actions of the Tenant. Following vacation of the Unit by the current Tenant, the Unit must come into compliance with the terms of this leasing prohibition.
- (c) Occupancy of a Unit by an immediate family member of a Unit Owner without the Owner residing in the Unit shall not constitute a lease as defined under this Amendment, even if a written memorandum or agreement has been executed between the parties. Immediate family shall be defined as the Unit Owner's spouse, parent(s), grandparent(s), brother(s), sister(s), and/or children and grandchildren (natural, adopted, or by marriage). The Association reserves the right to request proof of the relationship. The Association's decision as to the proof of relationship shall be final and binding.
- (d) If a Unit is held in trust, occupancy of the Unit by a beneficiary of the trust, or a blood relative of a beneficiary of the trust shall likewise not constitute a lease as defined under this Amendment, even if a written memorandum or agreement has been executed between the parties.
- (e) To avoid hardships and to meet special situations, any Unit Owner may apply for a hardship waiver of enforceability of this policy. "Hardship" includes death, disability, job transfer, transfer to active duty in the armed forces of the United States or any other extreme circumstance in which, in the Board's sole discretion, the Board decides that a waiver should apply. The Unit Owner

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must submit a request for a hardship waiver, in writing, to the Board, setting forth all reasons why he or she is entitled to the waiver. If the Board determines a hardship exists, the Unit Owner requesting such hardship will be permitted to lease his/her Unit for a period of not to exceed twelve (12) months. Once the Tenant moves out or this period expires, whichever occurs first, the Unit Owner must come into compliance with this amendment and may no longer lease his/her Unit, unless and until a subsequent hardship request, if any, has been approved. Failure to abide by all rules and regulations of the Association may result in revocation of hardship status.

- (f) In the event the Unit Owner permits his Unit to become non-Unit Owner occupied without complying with the provisions of this Amendment, the Association may pursue all its rights existing now or hereafter under Article IX of the Illinois Code of Civil Procedure (Forcible Entry and Detainer Act), including service of a 10-day notice to quit and vacate upon the Unit Owner and Tenant, and in the event the Tenant fails to vacate, filing an action against the Unit Owner and/or Tenant to evict the Tenant. As an alternative, the Association may seek a restraining order against the Unit Owner and/or Tenant to prevent the Unit from continuing to be non-Unit Owner occupied.
- (g) Any and all legal fees and court costs incurred in the enforcement of this Amendment shall be assessed to the Unit violating the provisions of this Amendment and deemed a part of the Unit Owner's respective share of the common expenses. If such costs and fees are not paid, those costs and fees 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.
- (h) Notwithstanding the foregoing provisions of this Section, the Association shall retain the right to lease a Unit to any bona fide Tenant in furtherance of the Association's now or hereafter existing rights under Article IX of the Illinois Code of Civil Procedure (Forcible Entry and Detainer Act), or to the extent that the Association has an interest in a Unit, and leasing said Unit is found by the Board to be in the best interest of the Association.
- (i) To the extent that any other provision of the Declaration or the Bylaws permit a Unit Owner to lease his/her Unit or permit a lease of a Unit to be assigned or subleased, such provisions are hereby deleted from the Declaration and/or Bylaws. In the event of any conflict between any provision of the Declarations or Bylaws with regard to leasing (or subleasing) of a Unit and this Article XIII, Section 2, the provisions of this Article XIII, Section 2 shall govern.

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2. **The effective date of this Amendment shall be deemed to be the date of recording with the Office of the Recorder of Cook County, Illinois.**
3. **Except to the extent expressly set forth herein, the remaining provisions of the Declaration shall remain in full force and effect.**

END OF TEXT OF AMENDMENT

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

We, the undersigned, as Members of the Board of Directors of the Green Valley Estates Condominiums, Unit Seven Association, a/k/a the 11018 Theresa Circle Condominium Association, established by the aforesaid Declaration, by our signatures below do hereby acknowledge and execute the foregoing Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Green Valley Estates Condominiums, Unit Seven Association.

EXECUTED this 26 day of JAN, 2017

Lawrence Hart
PRESIDENT

Cindy Libel
SECRETARY

Rachy List
TREASURER

BOARD MEMBER

BOARD MEMBER

Subscribed and Sworn to before me this 26 day of January 2017

Amanda Rhi
Notary Public



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CERTIFICATION

We, the undersigned, as Board Members of the Green Valley Estates Condominiums, Unit Seven Association, a/k/a the 11018 Theresa Circle Condominium Association, do hereby authenticate the Ballot attached hereto and further certify that these pages represent the required percentage of Unit Owner approval to amend the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Green Valley Estates Condominiums, Unit Seven Association

Suzanne Hart

PRESIDENT

1-26-17
DATE

Christy Seiber
SECRETARY

1-26-17
DATE

Subscribed and Sworn to before me this
21 day of January, 2017.

Amanda Rubino
Notary Public



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AFFIDAVIT

The affiant, Cindy Liber, upon oath, states the following:

- (1) I, Cindy Liber, am over twenty-one (21) years of age and have personal knowledge of all matters contained in this Affidavit.
- (2) I am the duly elected Secretary of the Board of Directors for the Green Valley Estates Condominiums, Unit Seven Association, a/k/a the 11018 Theresa Circle Condominium Association (the "Association").
- (3) On 1/26/17, I caused to be sent via certified mail, return receipt requested, a notice to all first mortgagees of record regarding the Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Green Valley Estates Condominiums, Unit Seven Association.
- (4) Such notice was sent pursuant to all the requirements of the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Green Valley Estates Condominiums, Unit Seven Association.

Cindy Liber
SIGNATURE

Jan 26, 2017
DATE

Subscribed and sworn to before me this 26 day of January, 2017.

Amanda Rubino
NOTARY PUBLIC



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GREEN VALLEY ESTATES CONDOMINIUMS UNIT SEVEN ASSOCIATION DIRECTED PROXY

I, AGNES E. PASTIAK, am an owner of a Unit in the Green Valley Estates Condominiums, Unit Seven Association, a/k/a the 11018 Theresa Circle Condominium Association, commonly known by the street address of 11018 THERESA, PALUSHILLS, Illinois, and being a member in good standing of said Association, do hereby constitute and appoint LAWRENCE FORT or in the absence of any designation, the Board President, to vote as my proxy at the special meeting on JAN. 16 at 6:30 AM/PM at Unit 10, or any adjournment thereof. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

For The Amendment

Against The Amendment

In witness whereof, I have executed this proxy on the 13 day of JANUARY, 2017

by signing below.

Agnes E. Pastiak
UNIT OWNER

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SIGNATURE PAGE

WE, the undersigned property owners of the Green Valley Estates Condominiums, Unit Seven Association, a/k/a the 11018 Theresa Circle Condominium Association, do hereby approve and adopt the foregoing Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Green Valley Estates Condominiums, Unit Seven Association, to be recorded in the Office of the Cook County Recorder.

Property Address: 11018 Theresa Circle Palos Hills, IL 60465
Unit 1A
1-16-2017

Owner's Printed Name: MARGARET R. McQUINN Owner's Signature: Margaret R. McQuinn

Co-Owner's Printed Name _____ Co-Owner's Signature _____

Property Address: Unit 1D 11018 Theresa Circle
Palos Hills, IL 60465
1-16-2017

Owner's Printed Name: ELLEN E. KEATING Owner's Signature: Ellen E. Keating

Co-Owner's Printed Name _____ Co-Owner's Signature _____

Property Address: Unit 2A 11018 Theresa Circle
Palos Hills, IL 60465

Owner's Printed Name: MONIKA BAJDA Owner's Signature: Monika Bajda

Co-Owner's Printed Name _____ Co-Owner's Signature: 1-16-2017

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Property Address: Unit 1B
11018 Theresa Circle
Palos Hills IL 60465
1-16-2017

AL MARKIEWICZ
 Owner's Printed Name

[Signature]
 Owner's Signature

 Co-Owner's Printed Name

 Co-Owner's Signature

Property Address: Unit 3A
11018 Theresa Circle
Palos Hills IL 60465
1-16-2017

DANIEL D. LIBER
 Owner's Printed Name

[Signature]
 Owner's Signature

CYNTHIA A. LIBER
 Co-Owner's Printed Name

[Signature]
 Co-Owner's Signature

Property Address: Unit 3B
11018 Theresa Circle
Palos Hills IL 60465
1/16/17

ANA GUTANG
 Owner's Printed Name

[Signature]
 Owner's Signature

JOBERTA GUTANG
 Co-Owner's Printed Name

[Signature]
 Co-Owner's Signature

Property Address: Unit 1C
11018 Theresa Circle
Palos Hills IL 60465
01/16/2017

LAWRENCE HART
 Owner's Printed Name

[Signature]
 Owner's Signature

JANET HART
 Co-Owner's Printed Name

[Signature]
 Co-Owner's Signature

Property Address: Unit 2D
11018 Theresa Circle
Palos Hills IL 60465
1/16/2017

KATHY LIST
 Owner's Printed Name

[Signature]
 Owner's Signature

 Co-Owner's Printed Name

 Co-Owner's Signature

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Property Address:

11018 Theresa Circle Palos Hills, IL 60465

DOROTHY M. REIDY
Owner's Printed Name Unit 3C

Dorothy M. Reidy 1-16-17
Owner's Signature

Co-Owner's Printed Name

Co-Owner's Signature

Property Address:

Owner's Printed Name

Owner's Signature

Co-Owner's Printed Name

Co-Owner's Signature

Property Address:

Owner's Printed Name

Owner's Signature

Co-Owner's Printed Name

Co-Owner's Signature

Property Address:

Owner's Printed Name

Owner's Signature

Co-Owner's Printed Name

Co-Owner's Signature

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LEGAL DESCRIPTION

Of that part of the South-East 1/4 of the South-West 1/4 of Section 14, Township 37 North Range 12, East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said South-West 1/4 of Section 14, thence Westerly along the South line of said South-West 1/4 of Section 14 a distance of 311.00 feet to a point; thence Northerly along a line perpendicular to the South line of said South-West 1/4 of Section 14 a distance of 448.73 feet to a point of beginning; thence Easterly at a right angle to the last described course a distance of 108 feet to a point; thence Northerly at a right angle to the last described course a distance of 73 feet to a point; thence Westerly at a right angle to the last described course a distance of 108 feet to a point; thence Southerly at a right angle to the last described course a distance of 73 feet to the Point of Beginning, all in Cook County, Illinois, and containing 0.181 acres therein.

<u>Addresses</u>		<u>Parcel Identification Nos.</u>
11018 Theresa Circle, Unit 1A	Palos Hills, IL 60465	23-14-302-016-1001 23-14-302-016-1017
11018 Theresa Circle, Unit 1B	Palos Hills, IL 60465	23-14-302-016-1002 23-14-302-016-1020
11018 Theresa Circle, Unit 1C	Palos Hills, IL 60465	23-14-302-016-1003 23-14-302-016-1018
11018 Theresa Circle, Unit 1D	Palos Hills, IL 60465	23-14-302-016-1004 23-14-302-016-1014
11018 Theresa Circle, Unit 2A	Palos Hills, IL 60465	23-14-302-016-1005 23-14-302-016-1019
11018 Theresa Circle, Unit 2B	Palos Hills, IL 60465	23-14-302-016-1006 23-14-302-016-1016
11018 Theresa Circle, Unit 2C	Palos Hills, IL 60465	23-14-302-016-1007 23-14-302-016-1022
11018 Theresa Circle, Unit 2D	Palos Hills, IL 60465	23-14-102-016-1008 23-14-302-016-1015
11018 Theresa Circle, Unit 3A	Palos Hills, IL 60465	23-14-302-016-1009 23-14-302-016-1023
11018 Theresa Circle, Unit 3B	Palos Hills, IL 60465	23-14-302-016-1010 23-14-302-016-1013
11018 Theresa Circle, Unit 3C	Palos Hills, IL 60465	23-14-302-016-1011 23-14-302-016-1024
11018 Theresa Circle, Unit 3D	Palos Hills, IL 60465	23-14-302-016-1012 23-14-302-016-1021