98 UNOFFICIAL COPY SEP 11 1990

BECOND AMENDMENT

TO THE

DECLARATION OF CONDOMINIUM OWNERSHIP AND OF

EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE

RONNE TREE CONDOMINIUM ASSOCIATION #6
VILLAGE OF ALSIP, COOK COUNTY, ILLINOIS

THIS SECOND AMENDMENT to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the Ronne Tree Condominium Association #6 which Declaration submitted the hereinafter legally described property to the Latingian Condominium Property Act.

T45555 TRAN 5252 09/11/90

. T45555 TRAH 5252 09/11/90 12:02:00 . 47354 + E +-90-442487

COUR COUNTY RECORDER

WITNESSETH:

WHEREAS, there has heretofore been recorded a Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the Ronne Tree Condominium #6, which Declaration was recorded in the Office of the Recorder of Deeds, Cook County, Illinois on March 25, 1974 as Document No. 22794463;

WHEREAS, said Declaration created the following condominium units on the following legally described property:

UNITS A-1, A-2, A-3, A-4, A-5, A-6, B-1, B-2, B-3, B-4, B-5, B-6, C-1, C-2, C-3, C-4, C-5, C-6, D-1, D-2, D-3, D-4, D-5, D-6, E-2, E-4, E-6, F-1, F-2, F-3, F-4, F-5, F-6, G-1, G-2, G-3, G-4, G-5, G-6, H-1, H-2, H-3, H-4, H-5, H-6.

inclusive in Ronne Tree Condominium #6, as delineated on survey of the following described parcel of real estate (hereinafter referred to as Parcel): Lot 13 in 2nd Rauen's Subdivision of the East 408 feet of the South 1067 feet of the North 1102 feet of the North West 1/4 of Section 34, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois which survey is attached as Exhibit A to Declaration of Condominium made by Union National Bank of Chicago, a national banking association, as Trustee under Trust Agreement dated July 16, 19/1 and known as Trust Number 1698, recorded in the Office of Recorder of Deeds of Cook County, Illinois as Document No. 22794463, together with an undivided 100 parcent interest in said parcel (excepting from said parcel all the property and space comprising all the unics thereof as defined and set forth in said Declaration and survey).

WHEREAS, said Declaration provides in Article XIII Paragraph 7 for the amendment of certain provisions of the Declaration as follows:

"7. The provisions of Article III, Article VI, Paragraph 2 (a) of Article VIII and this paragraph 7 of Article XIII of this Declaration, may be changed, modified or rescinded by an Instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, all of the owners



and all mortgagees having bona fide liens of record against any unit ownerships. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing, setting forth such change, modification, or rescission, signed and acknowledged by the Board, the owners having at least seventy-five percent (75%) of the total vote, and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit ownership, but not less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the "Condominium"

WHEREAS, the Board of Directors and the Unit Owners desire to smend the Declaration in Article VIII, Paragraph 1; which provides as follows:

Property Act."

1. Pay owner other than the Declarant who wishes to sell or lease his unit ownership (or any lessee of any unit wishing to assign or sublease such unit) to any person not related by blood or marriage to the owner shall give to the Board at least thirty (30) days' prior written notice of the terms of any contemplated sale, lease/assignment, or sublease, together with the name and address of the proposed purchaser, lessee, assignee or sublessee. The members of the Board and their successors in office, acting on behalf of the other unit owners shall at all times have the first right and option to purchase, lease, take an assignment of, or sublease such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, then said option shall terminate.

WHEREAS, a resolution adopting the following Amendment was proposed by the Board of Directors of the Association and voted on and approved at an owner's meeting on $\frac{176(1 - 1797)}{1100}$;

Article VIII - Sale, Leasing or Other Allenation, Paragraph 1, is hereby amended as follows:

1. Any owner who wishes to sell his unit ownership to any person not related by blood or marriage to the owner shall give to the Board at least thirty (30) days' prior writter notice of the terms of any contemplated sale, together with the name and address of the proposed purchaser. The members of the Board and their successors in office, acting on behalf of the other unit owners shall at all times have the first right and option to purchase such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, then said option shall terminate.

- a) Rental of units shall not be allowed other than of those units which are being rented as of April 1, 1990, namely: Unit A-2, Unit C-2, Unit C-5, Unit D-2, Unit D-5 and Unit H-6. As to those aforementioned units, any owner who wishes to lease his unit ownership (or any lessee of any unit wishing to assign or sublease such unit) to any person not related by blood or marriage to the owner shall give to the Board at least thirty (30) days' prior written notice of the terms of any contemplated lease/assignment, or sublease, together with the name and address of the proposed lessee, assignee or sublessee. The members of the Board and their successors in office, acting on behalf of the other unit owners shall at all times have the first right and option to lease, take an assignment of, or sublease such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not evercised by the Board within said thirty (30) days, then
- b) If and when the aforementioned unit or units are sold by those owners, the unit or units sold shall be removed from the aforementioned list of permitted rentals and thereafter renting of those units will not be allowed.
- c) In cases of hardship, a rental period of twelve (12) months shall be allowed. After the expiration of twelve (12) months, the unit or units being rented shall be removed from the aforementioned list of permitted rentals and thereafter renting of those units will not be allowed. For purposes of this subsection, hardship is defined as death of a current unit owner or job transfer.

NOW, THEREFORE, said Declaration of Condominium is amended as follows:

Article VIII Paragraph is amended to provide as follows:

- 1. Any owner who wishes to sell his unit ownership to any person not related by blood or marriage to the owner shall give to the Board at least thirty (30) days' prior written notice of the terms of any contemplated sale, together with the name and address of the proposed purchaser. The members of the Board and their successors in office, acting on behalf of the other unit owners shall at all times have the first right and option to purchase such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, then said option shall terminate.
 - a) Rental of units shall not be allowed other than of those units which are being rented as of April 1, 1990, namely: Unit A-2, Unit C-2, Unit C-5, Unit D-2, Unit D-5 and Unit H-6. As to those aforementioned units, any owner who wishes to lease his unit ownership (or any lessee of any unit wishing to assign or sublease such unit) to any person not related by blood or marriage to the owner shall give to the Board at least thirty (30) days' prior written notice of the terms of any contemplated lease/assignment, or sublease, together with the name and address of the proposed lessee, assignee or sublessee. The members of the Board and their successors in office, acting on behalf of the other unit owners shall at all times have the first right and

option to lease, take an assignment of, or sublease such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, then said option shall terminate.

- b) If and when the aforementioned unit or units are sold by those owners, the unit or units sold shall be removed from the aforementioned list of permitted rentals and thereafter renting of those units will not be allowed.
- c) In cases of hardship, a rental period of twelve (12) months shall be allowed. After the expiration of twelve (12) months, the unit or units being rented shall be removed from the aforementioned list of permitted rentals and thereafter renting of those units will not be allowed. For purposes of this subsection, hardship is defined as death of a current unit owner or job transfer.

This amendment shall take effect upon its recordation in the Office of the Recorder of Deeds in Cook County, Illinois

THIS SECOND AMENDMENT to the Declaration is executed by the Board of Directors of the Ronne Tree Condominium Association #6 and the following unit owners who constitute the voting members of more than seventy-five percent (75%) of the total vote

of the condominium on this $\frac{1}{2}$ day of $\frac{1}{2}$

THE BOARD OF DIRECTORS OF THE ROLLE TREE CONDOMINIUM ASSOCIATION #6

muld tollams

SOME OFFICE

3044243

UNIT OWNERS:

Unit Number	<u>Unit Address</u>	Signature of Voting Member
A-1	12819 S. Kenneth Ave.	
£-?	12819 S. Kenneth Ave.	
A-3	1781 2 S. Kenneth Ave.	lew on no for
A - Li	1791) 3. Kenneth Ave.	radine To Morfameli
A-5		my sances whis ades
A-6		lua Lucci
Cy		
B-1	12821 S. Kenneth Ave. T. Av	m. Y. Fail.
B-2	12831 S. Kenneth Ave.	ilie a. Haronling
B-3	13821 3. Kenneth Ave. 211	lien & Grange
B-1;	1282 S. Kenneth Ave.	mule Al Cederos
B=4	12821 5. Kenneth Ave.	Juge Stocks
в-6	12821 S. Keineth Ave.	cantle the
C-1	12823 S. Kenneth Ave.	Inferen
C-2	12823 S. Kenneth Ave.	An R Baily
<u>0-3</u>	12823 S. Kenneth Ave.	Hat / Mellin
С-Ц	· 12823 S. Kenneth Ave.	10 1
C-5	12823 S. Kenneth Ave.	4 3 30
C-6	12823 3. Kenneth Ave.	Mo Claricy
D-1	12825 S. Kenneth Ave. M. C. C.	j. Q. Kah
D-5	12825 S. Kenneth Ave.	<u> </u>
D-3	12824 S. Kenneth Ave. Contra	· /
D-f1	12825 S. Kenneth Ave. inadic	ic. E. Walsh
D-5	12825 S. Kenneth Ave.	
D-6	12825 3. Kenneth Ave.	an Much

UNIT OWNERS:

Unit Number	Unit Address Signatu	re of Voting Memb
E- 2	12826 S. Kenneth Ave. Jackerent	a Wasterful
E-4	12826 S. Kenneth Ave. Marian	_ , //
E-6	12826 S. Kenneth Fve.	ν.'
		2 11 1 22
<u>F-1</u>	12824 3. Kenneth Ave. // (41) 3 (firello
F-2	12824 S. Kenneth Ave. Mark Thon	as
F-3	12824 S. Kenneth Ave. James It	colord
F-L;	12824 S. Kenneth Ave. Cara Ca	imphill
F- 5	12824 S. Kenneth Ave. (glidill'	o sudd
F-6	18824 3. Kenneth Ave. Hould A.	Mardie
	<u> </u>	
G-1	12822 & Kenneth Ave 2/424 Beek	Securicy
G-2	12822 S. Kenneth Ave. Thater My	(James)
0-3	12822 S. Kenneth Ave. Xulland	u. C
G-l:	12822 S. Kenneth Ave. Maran	100
G- 5	12825 S. Kenneth Ave. Courth of M	calvar
G-6	17822 S. Kenneth Ave. Man Sice A Ga	quit-
		<u> </u>
1-1	12820 S. Kenneth Ave.	
i-2	12820 S. Kenneth Ava. Letter Commis	<u> </u>
i-3	12870 S. Kenneth Ave.	; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ;
i-Li	12820 S. Kenneth Ave.	\$3 \$3
- 5	12820 S. Kenneth Ave. Carry CAMauch	cs ref
	12820 S. Kenneth Aye.	.7

STATE OF ILLINOIS)) SS. COUNTY OF COOK)
The undersigned, being a notary public in and for sai County and State, hereby certifies that the above members of th Board of Directors and the above Unit Owners signed this Amendment as their free and voluntary act, for the purpose therein set forth.
Given under my hand and official seal this $\frac{1}{2}$ day o
"OFFICIAL SEAL" GERAPS W. PRUDDEN Notary Public State of Illinois My Commission State Nov. 20, 1990
AFFIDAVIT
The undersigned, roing the Cook County, Illinois, upon first being sworn upon their oath, deposes and says that the above amendment to the Declaration was approved by all the above Board of Directors and the Unit Owners whose signatures appear thereon at a special meeting of unit owners called by the Board and held pursuant to notice on the Unit Owners whose signatures appear thereon at a special meeting of unit owners called by the Board and held pursuant to notice on the Unit Owners whose signatures appear thereon at a special meeting of unit owners called by the Board and held pursuant to notice on the Unit Owners whose signatures appear thereon at a special meeting of unit owners called by the Board and held pursuant to notice on the Unit Owners whose signatures appear thereon at a special meeting of unit owners called by the Board and held pursuant to notice on the Unit Owners whose signatures appear thereon at a special meeting of unit owners called by the Board and held pursuant to notice on the Unit Owners whose signatures appear thereon at a special meeting of unit owners called by the Board and held pursuant to notice on the Unit Owners whose signatures appear thereon at a special meeting of unit owners called by the Board and held pursuant to notice on the Unit Owners whose signatures appear thereon at a special meeting of unit owners called by the Board and held pursuant to notice on the Unit Owners whose signatures appear thereon at a special meeting of unit owners called by the Board and held pursuant to notice on the Unit Owners whose signatures appear thereon at a special meeting of unit owners called by the Board and held pursuant to notice on the Unit Owners whose signatures appear thereon at a special meeting of unit owners whose signatures appear thereon at a special meeting of unit owners whose signatures appear thereon at a special meeting of unit owners whose signatures appear thereon at a special meeting of unit owners whose signatures appear thereon at a special meeting of unit owners w
Maral Champboll
Subscribed and sworn to before me this day of fant, 1990.
Notary Public "OFFICIAL SEAL" GERARD W. PRUDDEN Notary Public State of Illinois My Commission Expres Nov. 20, 1990

This Instrument was Prepared by:

Gerard W. Prudden, Attorney at Law 77 West Washington, Suite 1218 Chicago, IL 60602 (312) 630-1179

- 7 -7 IVW 30442437