

UNOFFICIAL COPY

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
AND EASEMENTS, RESTRICTIONS AND COVENANTS AND BY-LAWS
FOR:

93941370

OAK RIDGE CONDOMINIUM ASSOCIATION

DEPT OF RECORDING
143333 TRAN 6883 11/18/93 11140100 \$131.50
42308 * -93-941370
COOK COUNTY RECORDER

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and Easements, restrictions, Covenants and By-Laws (hereafter the "Declaration") for OAK RIDGE CONDOMINIUM ASSOCIATION (hereafter the "Association"), which Declaration was recorded on Nov 10, 1987 as Document No. 26054114 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A", which is attached hereto and made a part hereof.

This Amendment is adopted pursuant to the provisions of Article XII, Section 5 of the aforesaid Declaration. Said section provides that this Amendment, the text of which is set forth below, shall become effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois, of an instrument in writing setting forth the change, provided the same is signed and acknowledged by the Board of Managers of OAK RIDGE CONDOMINIUM ASSOCIATION (the "Board"), approved by the Owners having at least two-thirds (2/3) of the total votes and provided further that it contains an affidavit by an officer of the Board, certifying that a copy of the change has been sent by certified mail to all mortgagees, having bona fide liens of record against any unit ownership, not less than the (10) days prior to the date of such affidavit.

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been submitted to the provisions of the Illinois Condominium Property Act; and

WHEREAS, the Board and the Owners desire to amend the Declaration in order to prohibit pets and the renting or leasing of units with some exceptions and to reduce the Board of Managers size from five (5) members to three (3) members; and

WHEREAS, the Amendment has been approved in writing by the acknowledged signatures of all Board members and the Owners having at least two thirds (2/3) of the total votes in compliance with Article XII, Section 8 of the Declaration, and due notice having been provided to mortgagees holding bona fide liens of record against any unit ownership;

93941370

131. x
x
D

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

93941370

NOW, THEREFORE, the Declaration of Condominium Ownership and Easements, Restrictions, Covenants and By-Laws for OAK RIDGE CONDOMINIUM ASSOCIATION is hereby amended in accordance with the text which follows (Additions in text are indicated by bold; deletions by strike-outs):

1. Article V, Section 6(a)

"(a) At the initial meeting the voting members shall elect a Board. In all elections for members of the Board each voting member shall be entitled to vote on a cumulative voting basis and the candidate receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting after the recordation of the Declaration Amendment, three candidates shall be elected to the Board the five (5) Board members shall be elected. The two (2) three (3) candidates receiving the highest number of votes at the first annual meeting after the recordation of the Declaration Amendment shall be elected to the Board for a term of two (2) years, and the one (1) two (2) candidates receiving the next highest number of votes shall be elected to the Board for a term of one year. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each. The voting members having two-thirds (2/3) or more of the total votes may from time to time increase or decrease the number of individuals on the Board or may increase or decrease the terms of office of Board members at any annual or special meeting, provided that the number shall not be less than three (3), and that the terms of at least one-third (1/3) of the members of the Board shall expire annually. No Board member shall be elected for a term of more than two (2) years, but Board members may succeed themselves. members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two-thirds (2/3) or more of the total votes. Vacancies on the Board, including vacancies due to any increase in the number of individuals on the Board, shall be filled by the voting members present at the next annual meeting or at a special meeting of the voting members called for such purpose. Except as otherwise provided in this Declaration, the Association shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. Meetings of the Board shall be open to any Owner, and notice of such meetings shall be mailed at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. The Board shall meet at least

93941370

UNOFFICIAL COPY

Faint, illegible text at the top of the page, possibly a header or title area.

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

93941370

four (4) times annually. A majority of the total members on the Board shall constitute a quorum."

2. Article VII, Section 8

"8. No animals of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs and domestic cats may be kept in Units, subject to the rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purposes, and provided that any such dog or cat kept in violation of rules and regulations adopted by the Board or causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Board. The foregoing notwithstanding, no pets are permitted to be kept in or brought in or onto any Unit or the Common Elements for any purpose whatsoever, except that any owner who possesses a pet on or before the effective date of the Declaration Amendment or any pet owned by a Unit Owner who entered into a sales contract for the purpose of buying a Unit and owned said pet on or before the effective date of the Declaration Amendment and closed a sales transaction after the effective date of the Declaration Amendment shall be allowed to possess the said pet in the Unit; provided that said pet is not causing or creating a nuisance."

3. Article VIII, Section 1

"1. ~~Sale or Lease~~ Any Owner other than Declarant who wishes to sell ~~or lease~~ a Unit Ownership ~~for any lessee of any Unit wishing to assign or sublease such Unit~~, shall give to the Board not less than thirty (30) days' prior written notice of the terms of any contemplated sale ~~or lease~~, together with the name, address and financial and character references of the proposed purchaser ~~or lessee~~ and such other information concerning the proposed purchaser ~~or lessee~~ as the Board may reasonably require. The members of the Board acting on behalf of the other Owners shall at all times have the first right and option to purchase ~~or lease~~ 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 the option is not exercised by the Board within the thirty (30) days, the Owner ~~(or lessee)~~ may, at the expiration of the thirty-day period and at any time within ninety (90) days after the expiration of such thirty-day period, contract to sell ~~or lease~~ ~~(or sublease or assign)~~ such Unit Ownership to the proposed purchaser ~~or lessee~~ named in such notice upon the terms specified therein. If the Owner ~~(or lessee)~~ fails to close the proposed sale ~~or lease~~ transaction within the ninety (90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.

93941370

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10011100

UNOFFICIAL COPY

9 341370

3. Article VII, Section 11

"Each Unit Owner shall occupy and use such Unit as a private dwelling for himself/herself and his/her immediate family. Rental or leasing of Units is prohibited, except as hereinafter provided. To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to a Unit Owner to lease his/her Unit to a specified lessee for a periods of not less than six (6) consecutive months nor more than twelve (12) months on such other reasonable terms as the Board may establish. Such permission may be granted by the Board only upon the written application by the Unit Owner to the Board. The Board of Managers shall respond to each application in writing within thirty (30) days from the submission thereof. All requests for an extension of the original lease must also be submitted to the Board of Managers in the same manner as set forth in the original application. The Board of Managers has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease or extension of a lease; provided, however, that in no event shall any Unit Owner be permitted to lease or rent such Unit for more than twenty-four (24) consecutive months. The Board's decision is final and binding.

Any and all leases in force at the date of adoption of the Declaration Amendment are not affected by this subsection provided, however, when all such leases expire, they can be renewed for one (1) more year. Thereafter, no renewal of the lease can be entered into. Any owner not presently renting or leasing his/her Unit is not permitted to do upon recordation of the Declaration Amendment. The provisions of this subsection shall not apply to the rental or leasing of units to the immediate family members of the Unit Owner. Rental of Units shall include those persons residing in the Unit, not related, whether money exchanges hands or not.

Copies of all leases presently in effect must be submitted to the Board of Managers within fifteen (15) days of the effective date of this subsection. All leases shall be in writing and shall provide that the lease shall be subject to the terms of this Declaration and that any failure by the lessee to comply with the terms of the Declaration shall be a default under the lease."

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

This Instrument Was Prepared By: Bickley, Hart & Gardner
937 S Roselle Road
Schaumburg, Illinois 60193



UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

20241070

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

We, the undersigned, are all the members of the Board of Managers of OAK RIDGE CONDOMINIUM ASSOCIATION, a condominium established by the aforesaid Declaration of Condominium, and by our signatures below, we hereby execute and acknowledge the foregoing amendment to the Declaration.

EXECUTED AND ACKNOWLEDGED THIS 21st day of October, 1993.

Estelle Dobro
Estelle Dobro, President

Karen Green
Karen Green, Treasurer

Evelyn Marshalek
Evelyn Marshalek, Secretary

BOARD OF MANAGERS OF OAK RIDGE CONDOMINIUM ASSOCIATION

(Corporate)

(Seal)

I, Mary Lou Maringer, a Notary Public, hereby certify that on the above date the Board of Managers of OAK RIDGE CONDOMINIUM ASSOCIATION, which Board members are personally known to me, appeared before me and acknowledged that, as such Board members, they signed this instrument as their free and voluntary act and as the free and voluntary act of said Board for the uses and purposes therein set forth.



By: Mary Lou Maringer
Notary Public

93941370

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

93941370

WE, THE UNDERSIGNED, constituting the Owners having at least two-thirds (2/3) of the total vote hereby declare that we have received the foregoing Amendment, understand its contents and effect, and approve of said Amendment, by our signatures below:

<u>KAREN GREEN</u>	<u><i>Karen Green</i></u>	101
Owner's printed name	Owner's signature	Unit No. & Add.
-----		5.5%
Co-Owner's printed name	Co-Owner's signature	% Ownership

<u>Estelle Dobro</u>	<u><i>Estelle Dobro</i></u>	102 + G-6
Owner's printed name	Owner's signature	Unit No. & Add.
-----		8.05%
Co-Owner's printed name	Co-Owner's signature	% Ownership

Owner's printed name	Owner's signature	103 + G4
-----		8.05%
Co-Owner's printed name	Co-Owner's signature	% Ownership

<u>LILLIAN L. McANINCH</u>	<u><i>Lillian L. McAninch</i></u>	201 + G-5
Owner's printed name	Owner's signature	Unit No. & Add.
-----		6.6%
Co-Owner's printed name	Co-Owner's signature	% Ownership

<u>GINA A. FARELLA</u>	<u><i>Gina A. Farella</i></u>	202
Owner's printed name	Owner's signature	Unit No. & Add.
-----		5.5%
Co-Owner's printed name	Co-Owner's signature	% Ownership

<u>ACE OXLEY</u>	<u><i>Ace Oxley</i></u>	203 + G8
Owner's printed name	Owner's signature	Unit No. & Add.
-----		8.05%
Co-Owner's printed name	Co-Owner's signature	% Ownership

<u>Jean Roberts</u>	<u><i>Jean Roberts</i></u>	204 + G2
Owner's printed name	Owner's signature	Unit No. & Add.
-----		8.05%
Co-Owner's printed name	Co-Owner's signature	% Ownership

93941370

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9 3 3 4 1 3 7 0

WE, THE UNDERSIGNED, constituting the Owners having at least two-thirds (2/3) of the total vote hereby declare that we have received the foregoing Amendment, understand its contents and effect, and approve of said Amendment by our signatures below:

NICK ZANARPOULOS Nick Zanakopoulos 205
 Owner's printed name Owner's signature Unit No. & Add.

Joseph No. Se. Pina-Zanarakos Joseph No. Se. Pina-Zanarakos 5.5%
 Co-Owner's printed name Co-Owner's signature % Ownership

LARRY SEDEAK Larry Sedek 206
 Owner's printed name Owner's signature Unit No. & Add.

 Co-Owner's printed name Co-Owner's signature 5.5%
 % Ownership

Janice Spelman Janice Spelman 301
 Owner's printed name Owner's signature Unit No. & Add.

 Co-Owner's printed name Co-Owner's signature 5.5%
 % Ownership

PAUL MAIN Paul Main 302
 Owner's printed name Owner's signature Unit No. & Add.

 Co-Owner's printed name Co-Owner's signature 5.5%
 % Ownership

 Owner's printed name Owner's signature 303 + G-7
 Unit No. & Add.

Evelyn Marshalek EVELYN MARSHALEK 8.05%
 Co-Owner's printed name Co-Owner's signature % Ownership
STEVEN W. MARSHALEK Steven W. Marshalek

Jeffrey Golembiewski Jeffrey Golembiewski 304 + G-1
 Owner's printed name Owner's signature Unit No. & Add.

 Co-Owner's printed name Co-Owner's signature 8.05%
 % Ownership

KATHRYN OLSON Kathryn Olson 305 + G-3
 Owner's printed name Owner's signature Unit No. & Add.

 Co-Owner's printed name Co-Owner's signature 6.6%
 % Ownership

93341370

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9 2 9 4 1 3 7 0

WE, THE UNDERSIGNED, constituting the Owners having at least two-thirds (2/3) of the total vote hereby declare that we have received the foregoing Amendment, understand its contents and effect, and approve of said Amendment by our signatures below:

Robert J. Kimball Robert J. Kimball 306
Owner's printed name Owner's signature Unit No. & Add.

Co-Owner's printed name Co-Owner's signature 5.5%
% Ownership

Owner's printed name Owner's signature Unit No. & Add.

Co-Owner's printed name Co-Owner's signature % Ownership

Owner's printed name Owner's signature Unit No. & Add.

Co-Owner's printed name Co-Owner's signature % Ownership

Owner's printed name Owner's signature Unit No. & Add.

Co-Owner's printed name Co-Owner's signature % Ownership

Owner's printed name Owner's signature Unit No. & Add.

Co-Owner's printed name Co-Owner's signature % Ownership

Owner's printed name Owner's signature Unit No. & Add.

Co-Owner's printed name Co-Owner's signature % Ownership

Owner's printed name Owner's signature Unit No. & Add.

Co-Owner's printed name Co-Owner's signature % Ownership

93941370

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

2 241 070

CERTIFICATION AS TO UNIT OWNERS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Evelyn Marshalek, state that I am the Secretary of the Board of Managers of OAK RIDGE CONDOMINIUM ASSOCIATION and hereby certify that the persons whose names are subscribed to the foregoing instruments represent all unit owners and that, by their respective signatures, said unit owners acknowledged the foregoing instrument as their free and voluntary act for the purposes set forth therein.

By: *Evelyn Marshalek*
Secretary

Property of Cook County Clerk's Office

93941370

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

9 3 9 4 1 3 7 0

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

AFFIDAVIT AS TO MORTGAGEES

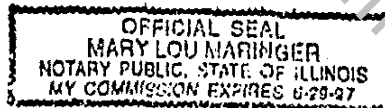
I, Evelyn Marshalek, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of OAK RIDGE CONDOMINIUM ASSOCIATION and that pursuant to Section XII, Section 8 of the Declaration, written notice of the foregoing amendment has been sent by certified mail to all mortgagees having bona fide liens of record against any unit in the aforesaid condominium. The identity of said mortgagees was obtained by reference to the insurance records of the condominium, tract searches, and/or by information solicited and received from the unit owners in the condominium.

Attached hereto is a list of all mortgagees to whom written notice has been sent.

Evelyn Marshalek
Secretary of OAK RIDGE
CONDOMINIUM ASSOCIATION

SUBSCRIBED AND SWORN to
before me this 21st day
of October, 1993.

Mary Lou Maringer
Notary Public



chg\OAKRIDGE.AMD

93941370

UNOFFICIAL COPY

7 3 9 4 1 3 7 0

EXHIBIT "A"

The South 454 feet (except the North 280 feet thereof) of Lot 2 in Block 6 in Frederick H. Bartlett's Centralwood, being a Subdivision of the East 1/2 of the East 1/2 of the East 1/2 of the West 1/2 of the East 1/2 of Section 8, Township 37 North, Range 13 East of the Third Principal Meridian, (except railroad right of way) in Cook County, Illinois.

24-08-201-015-1001 #hrn

1023

Property of Cook County Clerk's Office

93941370

UNOFFICIAL COPY

Faint, illegible text, possibly a header or introductory paragraph.

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

Gina A. Farella

ADVANCE BANK S.B. # 3000992
2320 Thor. Rd. 60438

Janice L. Speelman

Midwest Mortgage Services Inc
1901 South Meyers Rd Ste 300
Oakbrook Terrace IL 60181
Loan # 7641923

PAUL MAIN

STANDARD FEDERAL BANK # 5006152340
4192 ARCHER AVE.
CHICAGO, IL. 60632

KAREN GREEN

GUARANTY BANK
7901 W. BRAUN DEER ROAD
MILWAUKEE, WI 53223
523775-5

Richard J. ...

American ...
P.O. ... 9410
South ... 20898-6000
682-7527804

Paul + Evelyn Marshall

Southwest Federal S. & L.
3525 W. 63rd St.
Chicago, Ill. 60629
Loan # 001-08-0-0105339

Property of Cook County Clerk's Office

33941370

UNOFFICIAL COPY

Property of Cook County Clerk's Office