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Cook County Recorder 31.00



**FIRST AMENDMENT TO  
THE DECLARATION OF CONDOMINIUM OWNERSHIP  
AND BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR  
OAKMONT TERRACE CONDOMINIUM ASSOCIATION, RECORDED AS  
DOCUMENT # 99859965 WITH THE OFFICE OF THE COOK COUNTY RECORDER  
OF DEEDS**

This document was prepared by (and after recording return to)

Kevin B. Salam, P.C.  
One North LaSalle  
Suite 3900  
Chicago, IL 60602  
(312) 377-3510

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OK BY GM [Signature]

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**FIRST AMENDMENT TO  
THE DECLARATION OF CONDOMINIUM OWNERSHIP  
AND BY-LAWS,  
EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR  
OAKMONT TERRACE CONDOMINIUM ASSOCIATION**

THIS FIRST AMENDMENT to the Declaration of Condominium Ownership and By-laws, Easements, Restrictions and Covenants for Oakmont Terrace Condominium Association (the "Declaration") is hereby made this AUG 5, 2000, by the Board of Directors of the Oakmont Terrace Condominium Association, an Illinois not-for-profit corporation (the "Association").

**Recitals:**

WHEREAS, the requisite number of Unit Owners of the Association and the Board of Directors of the Association have approved the amendments to the Declaration set forth below.

**Amendments:**

1. ARTICLE XIV, Board of Directors, Paragraph 1(a), is hereby amended to decrease the number of Directors from five (5) to three (3).
2. ARTICLE XIV, Board of Directors, Paragraph 1(e), is hereby amended to increase the required number of meetings of the Board from four (4) to twelve (12) times per year, on the 1<sup>st</sup> Saturday of each month.
3. ARTICLE XVII, Covenants and Restrictions as to Use and Occupancy, Paragraph 10, For Sale and For Rent Signs, is hereby amended by deleting the following:

*"provided that the right is reserved by the Declarant, the Developer and their agents, to maintain on the Property until the initial sale of the last Unit, all models, sales offices and advertising signs, banners and lighting in connection therewith at such*

locations and in such forms as they shall determine, together with the right of ingress and egress through the Common Elements”.

4. ARTICLE XVII, Covenants and Restrictions as to Use and Occupancy, is hereby amended to add the following:

*“Paragraph 11, Prohibition on Leasing or Renting of Units. No Units, Garage Units, or Unit- owned Parking Spaces may be leased or rented; provided that any Units, Garage Units, or Unit-owned Parking Spaces currently being leased or rented may continued to be leased or rented until June 30, 2002; and further provided that any Unit, Garage Unit or Unit-owned Parking Spaces may be leased or rented to or among: i) grandparents, parents, siblings, first cousins, aunts, and uncles (an “Intra-Family Leases”) and ii) a land trust or other trust and any of its beneficiaries or person having a family relationship described in the immediately preceding subpart (i) (“Trust Leases”). With respect to Intra-Family Leases and Trust Leases, the Unit Owner shall provide to the Board, no less than 30 days prior to the date the lease commences, either a copy of the lease or its material terms, as the Board determines, and such other information, documents or assurances as the Board may require to ensure that the lease is either an Intra-Family Lease or a Trust Lease. Additionally, the Board, upon written application by a Unit Owner at least 45 days prior to the desired commencement of a lease which is not an Intra-Family Lease or Trust Lease, may grant a hardship waiver of the foregoing prohibition on leasing and renting, upon such terms and conditions as the Board determines in its sole discretion (a “Hardship Waiver”). Nothing contained herein shall be construed to place any duty or obligation on the Board to grant a Hardship Waiver, and the granting by the Board of any number of Hardship Waiver shall not act as a waiver of the foregoing prohibition on leasing or renting, or otherwise obligate the Board to issue any additional or new Hardship Waivers. The Board shall have the rights and powers to enforce this Paragraph as provided in Article XVIII of this Declaration, as otherwise provided in this Declaration, at law, and in equity.”*

5. ARTICLE XIX, General Provisions, Paragraph 2, is hereby amended to provide that all notices to the Board shall be addressed to the then current President of the Board, at his or her Unit Number, with a copy to the association attorney, currently Kevin B. Salam, Kevin B. Salam, P.C.

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1 N. LaSalle St. Suite 3900, Chicago, IL 60602.

6. ARTICLE VII, Administration and Operation, Paragraph 3, Indemnity, is hereby amended to add the following to the end of the Paragraph:

*"Notwithstanding anything to the contrary herein contained, the members of the Board and the officers of the Association shall not be liable to the Unit Owners for any mistake of judgment, negligence, or any act or omission on behalf of the Unit Owners or the Association to the broadest extent permitted under the Illinois Not for Profit Company Act, the Illinois Condominium Property Act, or as otherwise provided by Illinois law."*

7. EFFECTIVE DATE. This First Amendment shall be effective as and from the date of recording with the Recorder of Deeds of the County of Cook, Illinois.

IN WITNESS WHEREOF, Oakmont Terrace Condominium Association has executed this First Amendment to the Declaration as of the date set forth below.

Dated: 1/5/02, 2000

Oakmont Terrace Condominium Association,  
an Illinois not for profit corporation

By: 

President

Attest:

Its: 

Secretary

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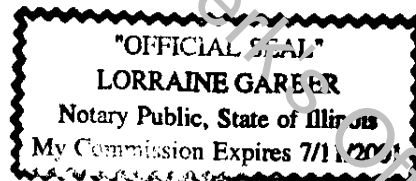
00605833

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, LORRAINE GARBER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bryant Chaiscell, personally known to me to be the President of OAKMONT TERRACE CONDOMINIUM ASSOCIATION, an Illinois not for profit corporation, and Elaine Paradiso, personally known to me to be the Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as President and Secretary of said corporation, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of August, 2000.

Lorraine Garber
Notary Public



## LEGAL DESCRIPTION

LOT 4 IN TRAVERS AND HARNEY'S CICERO AVENUE SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON APRIL 10, 1967 AS DOCUMENT 2318638, IN COOK COUNTY, ILLINOIS.

**P.I.N. # 24-10-301-038**

**Common Address:**

10035-10037 South Cicero Avenue  
Oak Lawn, Illinois 60453

**Units(residences):** 101, 102, 103, 104, 200, 201, 202, 203, 204, 205, 206, 207, 300, 301, 302, 303, 304, 305, 306, 307;

**Garage Units:** G1, G2, G3, G4, G5, G6, G7, G8, G9, G10;

**Parking Units:** P1, P2, P3, P4, P5, P6, P7, P8, P9, P10, P11, P12, P13, P14

Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants For Oakmont Terrace Condominium Association, recorded as Document # 99859965 with the Cook County Recorder of Deeds.

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THE DECLARATION OF CONDOMINIUM OWNERSHIP  
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**Recitals:**

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**Amendments:**

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7. EFFECTIVE DATE. This First Amendment shall be effective as and from the date of recording with the Recorder of Deeds of the County of Cook, Illinois.

IN WITNESS WHEREOF, Oakmont Terrace Condominium Association has executed this First Amendment to the Declaration as of the date set forth below.

Dated: 8/5/00, 2000

Oakmont Terrace Condominium Association,  
an Illinois not for profit corporation

By: 

President

Attest:

Its: 

Secretary

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STATE OF ILLINOIS )

) SS.

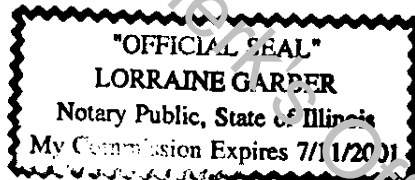
COUNTY OF COOK )

I, LORRAINE GARDER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bryant Christell, personally known to me to be the President of OAKMONT TERRACE CONDOMINIUM ASSOCIATION, an Illinois not for profit corporation, and Glaine Paradiso, personally known to me to be the Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as President and Secretary of said corporation, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of August, 2000.

Lorraine Garder

Notary Public



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