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2002-04-01 14:07:07

Cook County Recorder 53.50



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Property of Cook County Clerk's Office

FIRST AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
NORTH VALLEY LO CONDOMINIUM NO. 17

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants (hereafter the "Declaration"), for North Valley Lo Condominium No. 17 (hereafter the "Association"), which Declaration was recorded on Nov. 29, 1972, as Document No. 22137501 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 thereof.

This amendment is adopted pursuant to the provisions of Article XIII, Section 13.07 of the aforesaid Declaration and Section 17 of the Illinois Condominium Property Act (the "Act"). Said provisions provide 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 executed by the President of the Association or such other officer authorized by the Board of Managers of the Association (the "Board"), signed and acknowledged by the Board, and by the Owners having at least three-fourths of the total vote, 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 liens of record against any unit ownership, not less than ten (10) days prior to the date of such affidavit.

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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 Act; and

WHEREAS, the Board and the Owners desire to amend the Declaration in order to restrict the leasing or rental of units; and

WHEREAS, the amendment has been executed by the President of the Association or such other officer authorized the Board, signed and acknowledged by the Board, and by the Owners having at least three-fourths of the total vote, and due notice having been provided to all mortgagees holding liens of record against any unit ownership, all in compliance with Article XIII, Section 13.07 of the Declaration and Section 17 of the Act.

NOW THEREFORE, the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for North Valley Lo Condominium No. 17 is hereby amended in accordance with the text which follows;

1. Article VIII Section 8

8.12

(a) Notwithstanding any other provisions of the Declaration to the contrary, each Owner shall occupy and use his/her Unit as a residence for said Owner and/or the Owner's family whether related by blood or marriage). Rental or leasing of any Unit or Units except as hereinafter provided in Sub-Section (b), (c), and (d) is prohibited.

(b) To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but it not required to, grant permission to a Unit Owner to lease or rent his Unit to a specified lessee for a period of not less than twelve (12) consecutive months nor more than twenty-four (24) consecutive months or 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 shall respond to each application in writing within thirty (30) days of the submission thereof. All requests for extension of the original lease must also be submitted to the Board in the same manner as set forth for the original application. The Board has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease or extension of the lease; provided, however, that in no event shall any Unit Owner be permitted to rent or lease such Unit for more than twenty-four (24) months. The Board's decision shall be final and binding.

(c) Any and all leases in force on the date of recording this Amendment are not affected by Sub-Sections (a) and (b); provided, however, that all such leases must be terminated upon transfer of ownership of the Unit or transfer of the beneficial interest in a trust holding legal title to the Unit. In addition, Sub-Sections, (a) and (b) shall not apply to the rental or leasing of a Unit by an Owner who owned that Unit on or before the effective date of this Amendment.

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(d) The provisions of Sub-Sections (a), (b) and (c) shall not apply to the rental or leasing of a Unit to any person related by blood or marriage to the Owner of such Unit, nor shall Sub-Sections (a), (b) and (c) apply to the rental or leasing of Units by the Association through its Board of Managers.

(e) Copies of all leases in effect on the date of recording this Amendment must be submitted to the Board of Managers within thirty (30) days of such recording.

(f) The board of Managers reserves to itself the first right and option to lease any unit in accordance with the provisions of this Article VIII.

End of Text of Amendment

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NORTH VALLEY LO CONDOMINIUM NO. 17

UNIT PIN NUMBERS

<u>UNIT</u>	<u>NAME</u>	<u>PIN NUMBER</u>
17 - A	WAID	04 23 302 041 1001
17 - B	WOLFES	04 23 302 041 1002
17 - C	FREIFELD	04 23 302 041 1003
17 - D	COLEMAN	04 23 302 041 1004
17 - E	HORWITZ	04 23 302 041 1005
17 - F	HEINZ	04 23 302 041 1006
17 - G	MCCURDY	04 23 302 041 1007
17 - H	HANSON	04 23 302 041 1008
17 - I	CRAWFORD	04 23 302 041 1009
17 - J	MARGUERITE	04 23 302 041 1010

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105 WEST MADISON STREET
CHICAGO, ILLINOIS 60602
SUITE 604
TELEPHONE: RANDOLPH 6-8880

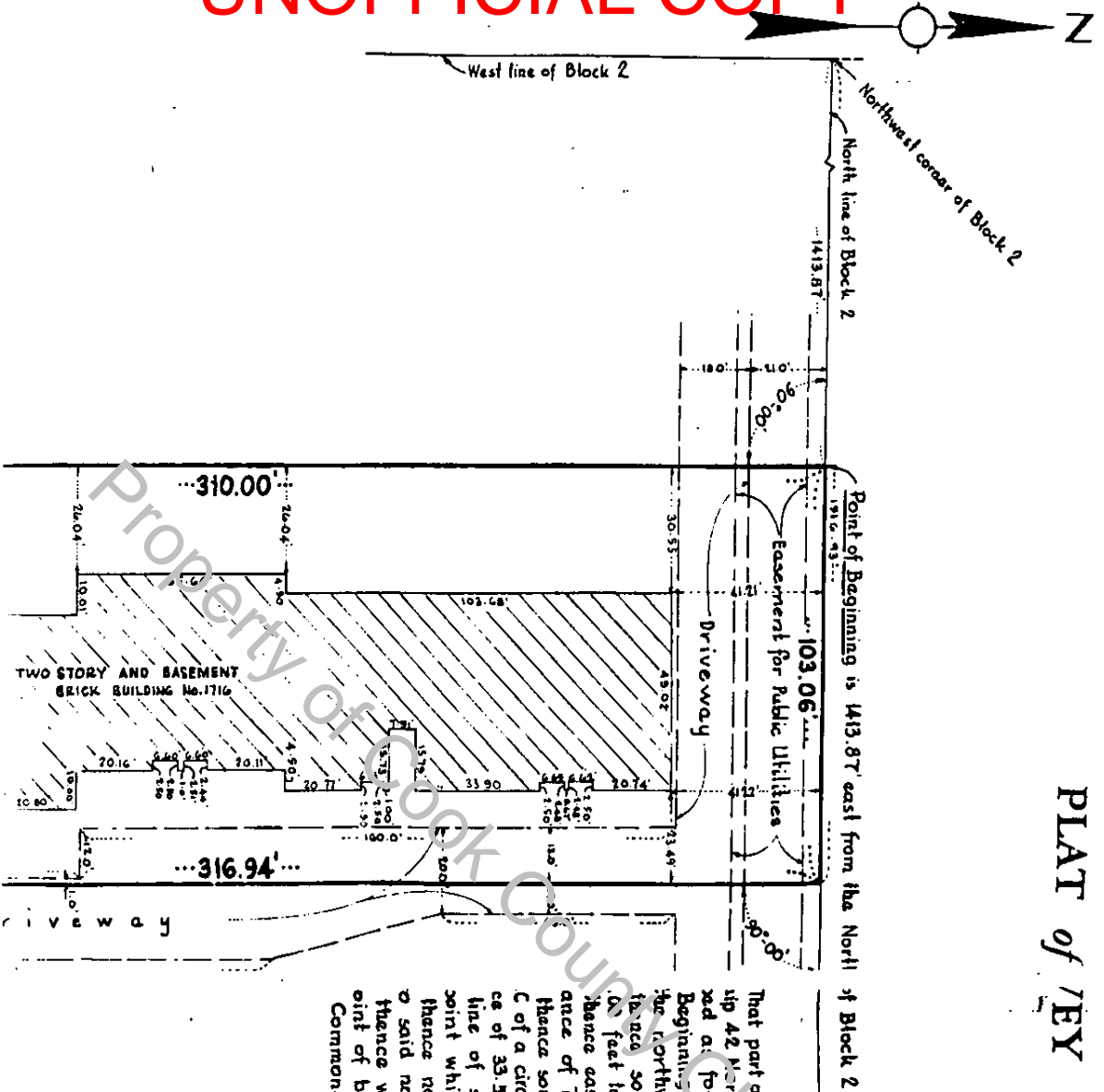
CHICAGO GUARANTY SURVEY COMPANY

GEORGE W. JANDACEK
HARRY L. CANNAMANN, JR.
ROBERT J. HANNON
CARL J. KRAUSE

PLAT of DEED

NORTH
VALLEY LO
CONDOMINIUM No 17

EXHIBIT "A"



That part of Block 2, in Valley Lo - Unit Five, being a Subdivision in Section 23, Twp 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, is as follows:

Beginning on the north line of said Block 2, at a point which is 1413.87 feet east of the northwest corner of said Block 2, and running thence south along a line perpendicular to said north line of Block 2, a distance of 70.47 feet to the north line of Wildberry Drive; thence east along said north line of Wildberry Drive, being here a straight line, a distance of 70.47 feet to a point of curve; thence southeasterly along the northeasterly line of Wildberry Drive, being here a curve of a circle convex to the northeast and having a radius of 80.00 feet; a distance of 33.36 feet to an intersection with a line which is perpendicular to the north line of said Block 2, and which intersects the north line of said Block 2 at a point which is 1516.93 feet east from the northwest corner of said Block 2; thence north along said last described perpendicular line, a distance of 316.94 feet to the north line of Block 2, and thence west along said north line of Block 2, a distance of 103.06 feet to the point of beginning.

Commonly known as: 1716 Wildberry Drive, Glenview, Illinois.

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I Judith B. Waid, am the President of the Board of Managers of NORTH VALLEY LO CONDOMINIUM NO. 17, a condominium established by the aforesaid Declaration, and by my signature below do hereby execute the foregoing amendment to the Declaration.

EXECUTED this 10 day of September, 2001

BY: Judith B. Waid
President

1716 A Wildberry Drive
Sunmead, IL 60025

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CERTIFICATION AS TO UNIT OWNERS

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Edith F Hanson, state that I am the Secretary of the Board of Managers of NORTH VALLEY LO CONDOMINIUM NO. 17 and hereby certify that the persons whose names are subscribed to the foregoing instruments represent the Owners having at least three-fourths (3/4ths) of the total vote and that, by their respective signatures, said unit owners acknowledged the foregoing instruments as their free and voluntary act for the purpose set forth therein.

BY: Edith F Hanson
Secretary

DATE: 9-10-2001

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AFFIDAVIT AS TO MORTGAGEES

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Edith F Hanson, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of NORTH VALLEY LO CONDOMINIUM NO. 17 and that pursuant to ARTICLE XIII, SECTION 13.07 of the Declaration, written notice of the foregoing amendment has been sent by certified mail, to all mortgagees having liens of record against any unit in the aforesaid condominium, not less than ten (10) days prior to the date of this affidavit. 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.

Unit A: Bank of America Mort.
Customer Service Research
101 E. Main St. Suite #400
Louisville, KY 40202

Unit E: Wells Fargo Home Mort.
3601 Minnesota Dr. Max 4701-022
Mpls, MN 55435

Edith F Hanson
Secretary of NORTH VALLEY LO
CONDOMINIUM ASSOCIATION NO. 17

SUBSCRIBED AND SWORN to
before me this 10 day
of September, 2001

Clayton Horwitz

OFFICIAL SEAL
MARJORIE E HORWITZ
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES SEPT. 6, 2004

//CAC/AG9-12-1