



**AMENDMENT NO. 1
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF THE EASEMENTS, RESTRICTIONS AND COVENANTS FOR
FONTANA CONDOMINIUM APARTMENTS NO. 1**

WHEREAS, the Board of Directors has determined that this Amendment to the Declaration will benefit the members of the Association and their respective mortgagees.

WHEREAS, pursuant to Article XII, Section 7, of said Declaration, at least three-fourths (3/4) of the unit owners have approved the amendments, and the Secretary has mailed notice of the amendments to all mortgagees having bona fide liens of record against any unit ownership.

NOW THEREFORE, the following shall be considered as Amendments to the Declaration:

1. Article I of the Declaration, the definition of Owner shall be deleted in its entirety and the following substituted in its place:

"Owner: The person or persons whose estates or interest, individually or collectively, aggregate fee simple absolute ownership of a unit. For the purposes of Article VIII, unless otherwise specifically provided therein the word "owner" shall include immediate family member, i.e. mother, father, brother, sister, son or daughter, any beneficiary of a trust, shareholder of a corporation, or partner of a partnership holding legal title to a unit."

2. Article IV, Section 4, Parking Area, of the Declaration shall include deleted in its entirety and the following substituted in its place:

"(a) The parking area on the Parcel shall be part of the Common Elements. There is one parking space for each unit at no rental fee.

(b) No unit owner shall have more than a total of two parking spaces. The Board of Managers will charge a monthly rental fee for any second parking space. Such fee may increase from time to time at the sole discretion of the Board of Managers. Such rent payment is due on the 1st of the month but no later than the 10th of each month. If payment is not received on the 10th, such rental space may be reassigned to another Owner. Rentals from said parking area, less the operating expenses thereof, shall be applied and used in connection with the common expenses of the Property, as hereinafter provided.

(c) No unit owner/tenant shall keep or park in the parking area non-operational vehicles, trailers, campers, boats, large trucks or commercial vehicles, it being intended that the only vehicles permitted in the parking area be unit owners

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private passenger vehicles or private light-duty trucks and vans of 3/4 ton size or smaller."

3. The following Section 6 shall be added to Article IV of the Declaration:

6. Security Deposit. A Security Deposit is required from all Owners to cover potential damage to Common Elements caused when Owners moving out of the Property. This Security Deposit is equal to two months of monthly maintenance. Such Security Deposit, less any expenses incurred to fix any damage to Common Elements, will be returned to outgoing Owner once the incoming Owner makes it deposit with the Board."

4. Article VI, Subsection (e), of the Declaration shall be deleted in its entirety and the following substituted in its place:

"(e) No threatening/poisonous animals/reptiles of any kind, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or in the Common Elements. Dogs, cats or other non-threatening household pets may be kept in units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days' written notice from the Board. All such household pets must be on record with the Board of Managers."

5. Article VIII, Section 1, of the Declaration shall be deleted in its entirety and the following substituted in its place:

"1. (a) Sale. Any owner other than the beneficiaries of the Trustee who wishes to sell his unit ownership to any person not related by blood or marriage to the owner shall give the Board no less than thirty (30) days' prior written notice of the terms of any contemplated sale. 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 the said thirty (30) days, the owner may, at the expiration of said thirty (30) day period and that any time within sixty (60) days after the expiration of said period, contract to sell such unit ownership to the proposed purchaser named in such notice upon the terms specified therein.

(b) OWNER OCCUPANCY REQUIREMENT - PROHIBITING LEASING OR RENTING OF UNITS. Owners are prohibited from renting or leasing units to non-owners. At the time of this Amendment there is one (1) unit, Unit 301B, which

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leases to non-owners. Once said unit is sold, no unit owner will be allowed to lease or rent.

(c) Lease of Unit 301B. At no time can said Unit Owner lease for no more than nor less than one (1) year at a time. A thirty (30) day prior renewal notice must be given to the Board with the proposed lease. The Board is required to receive a copy of the lease and will have the right to enforce said lease."

6. In all other respects, the terms and provisions of the Declaration shall remain unchanged and continue in full force and effect.

Effective July 1, 2003

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

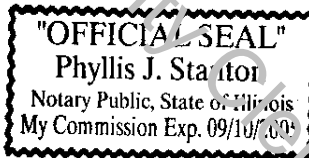
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All of the Board of Managers

Subscribed and Sworn to this 1st day of July, 2003.

[Handwritten Signature]

 Notary Public



AMENDMENT TO RECORDED DECLARATION OF CONDOMINIUM - DOCUMENT #19837844.
 (See Legal and PINS attached hereto as Exhibit A)

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EXHIBIT A

Legal Description for Fontana Condominium Apartments No. 1: **BLOCK 12 IN FIRST ADDITION TO ALSIP WOODS SOUTH BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING FROM SAID BLOCK 12 THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WEST CORNER OF SAID BLOCK 12 AND RUNNING THENCE NORTH 0 DEGREES 08 MINUTES 40 SECONDS WEST ALONG THE WEST LINE OF SAID BLOCK 12, A DISTANCE OF 64.71 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 20 SECONDS EAST A DISTANCE OF 56.0 FEET; THENCE SOUTH 0 DEGREES 08 MINUTES 40 SECONDS EAST A DISTANCE OF 96.35 FEET TO THE SOUTHERLY LINE OF SAID BLOCK 12; THENCE NORTH 60 DEGREES 40 MINUTES 30 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID BLOCK 12, A DISTANCE OF 64.32 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NO. 34240, RECORDED IN THE OFFICE OF RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 19837844;**

Property commonly known as: 3905-3909 W. 123rd Street, Alsip, Illinois 60803

PINS 24-26-307-002-1001 through 1030