

# UNOFFICIAL COPY

FIRST AMENDMENT TO  
DECLARATION AND BY-LAWS FOR  
FOREST GROVE CONDOMINIUM  
MADE AND ENTERED INTO BY THE  
BOARD OF DIRECTORS OF THE  
FOREST GROVE CONDOMINIUM  
ASSOCIATION.



Doc#: 0409939006  
Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 04/08/2004 09:46 AM Pg: 1 of 5

Unit PIN Nos. 18-03-413-023-1001 through 18-03-413-023-1068

## WITNESSETH:

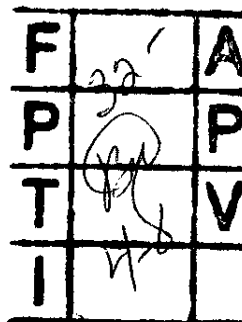
WHEREAS, by the Declaration of Condominium Ownership and Bylaws for the Forest Grove Condominium Association recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 00456704 (the "Declaration"), the Trustee submitted certain real estate to the Condominium Property Act of the State of Illinois (the "Act"), said Condominium being known as the Forest Grove Condominium Condominium (the "Condominium"); and

WHEREAS, the Board pursuant to Section 27 (b) of the Act seeks to delete all provisions of the Declaration which conflict with the provision of the Act, and therefore declares as follows:

NOW, THEREFORE, the board, pursuant to the Declaration and Section 27 (b) of the Act and for the purpose set forth, hereby declares that the Declaration is hereby amended as follows:

1. Capitalized terms used in this First Amendment shall have the same meaning as ascribed to them in the Declaration, except to the extent they are amended or otherwise defined in this First Amendment.

RECORDING FEE 32-  
DATE 4-8-04 COPIES 6  
OK BY BW



# UNOFFICIAL COPY

2. Article VII is hereby deleted in its entirety and the following is inserted in its place and stead:

Any Unit Owner shall have the right to lease, or permit a subsequent sublease or assignment of all (but not less than all) of his Unit upon such terms and conditions as the Unit Owner may deem acceptable, Except than no Unit shall be leased, subleased or assigned for (i) a period greater than twelve (12) months in any eighteen (18) month period; and (ii) transient or hotel purposes, which are hereby defined as being for a period of less than thirty (30) days or for a period of more than thirty (30) days where hotel services normally furnished by a hotel (such as room service and maid service) are furnished. Any lease, sublease or assignment for any Unit must be in writing, a copy of which must be delivered to the Association, and shall provide that the lease, sublease or assignment shall be subject to the terms of this Declaration and that any failure of the lessee, sublessee or assignee to comply with the terms of this Declaration shall be a default under the lease, sublease, or assignment. In the event a Unit Owner enters into an oral agreement for the lease, sublease or assignment of his Unit, the Unit Owner must deliver a memorandum of said lease, sublease or assignment to the Association on or before the date said lessee, sublessee or assignee occupies the Unit or 10 days after the lease, sublease or assignment is signed, whichever occurs first. The Association may file a joint action against both the Unit Owner and said lessee, sublessee or assignee to evict said lessee, sublessee or assignee under the provision of Article IX of the Code of Civil Procedure for failure to deliver said memorandum to the Association as aforesaid. The Unit Owner making any said lease, or permitting said sublease or assignment shall not be relieved thereby from any of his obligations under the Declaration.

3. The introductory paragraph of Article XI is hereby deleted in its entirety and the following is inserted in its place and stead:

All Units, Limited Common Elements and Common Elements shall be occupied and used as follows:

4. Article XI, Section (B) is hereby deleted in its entirety and the following is inserted in its place and stead:

Except for home occupations permitted by the Village of Brookfield Zoning Ordinance, as amended, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except as such location and in such form as shall be determined by the Association. The right is hereby given to any First Mortgagee, who may become the owner of any Unit, to place "For Sale" signs on any Units owned by such First Mortgagee. Until all the Units are sold and conveyed, the Developer shall be entitled to access, ingress and egress to the Property as they shall deem necessary in connection with the sale of, or work in, any Unit. The Developer shall

# UNOFFICIAL COPY

have the right to use any unsold Unit or Units as a model apartment or for sales or display purposes, and to relocate the same from time to time.

5. Article XI, Section (E) is hereby deleted in its entirety and the following is inserted in its place and stead:

Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building or upon the Limited Common Elements and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof or on the Common Elements, or Limited Common Elements, without the prior written consent of the Association. No air conditioning unit of whatever type, including window air conditioning units, other than those installed as of the date this Declaration is recorded or those thereafter installed by the Association, may be installed without the prior written permission of the Association.

IN WITNESS WHEREOF the Board by and through its President have caused this Amendment to be executed this 23 day of February, 2003.

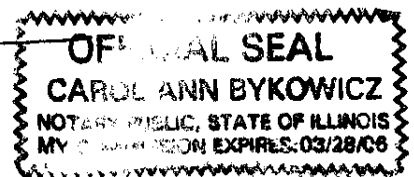
Forest Grove Condominium Association  
Board of Directors

By: Tracie Ellis  
Its: President

STATE OF ILLINOIS        )  
  )ss  
COUNTY OF COOK        )

On this 1 day of March, 2004, personally appeared before me, Carol Ann Bykowicz a Notary Public, Tracie Ellis, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he/she executed the instrument in his/her capacity and within his/her authority as President of the Forest Grove Condominium Association Board of Directors.

Carol Ann Bykowicz  
Notary Public



# UNOFFICIAL COPY

**THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING MAIL TO:**

David L. Rudolph, Esq.  
Law Offices of David L. Rudolph  
111 West Washington St., Suite 823  
Chicago, IL 60602

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## LEGAL DESCRIPTION

Units 1-12 of 8802 W. 45<sup>th</sup> Place, Units 1-12 of 8804 W. 45<sup>th</sup> Place, Units 1-12 of 8808 W. 45<sup>th</sup> Place, Units 1-12 of 8812 W. 45<sup>th</sup> Place & Garage Units G1 to G20 in the Forest Grove Condominium as depicted on the Plat of Survey of the following described parcel of real estate:

The West 55 feet of Lot 1 and all of Lots 2 and 3 in Block 1 in Pinkert's State Road Addition being a subdivision of the East  $\frac{1}{2}$ , of the South-East  $\frac{1}{4}$ , of the South-East  $\frac{1}{4}$  of Section 3, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Which Plat of Survey is attached as Exhibit "D" to the Declaration of Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 00456704 together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Common Address: 8802 West 45<sup>th</sup> Place, Brookfield, Illinois  
8804 West 45<sup>th</sup> Place, Brookfield, Illinois  
8808 West 45<sup>th</sup> Place, Brookfield, Illinois  
8812 West 45<sup>th</sup> Place, Brookfield, Illinois

Property of Cook County Clerk's Office