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Cook County Recorder of Deeds
Date: 11/06/2006 12:22 PM Pg: 1 of 5

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AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR 7707-7711 WESTWOOD DRIVE CONDOMINIUMS

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

THOMAS S. MOORE, ESQ.
ANDERSON & MOORE, P.C.
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CHICAGO, ILLINOIS 60602
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PERMANENT REAL ESTATE INDEX
NUMBER:

12-25-316-067, 068
12-25-316-123

ADDRESS OF PROPERTY:

7707-7711 Westwood Drive
Elmwood Park, Illinois 60707

RECORDING FEE 32

DATE 11-6-06 COPIES 6

OK BY C. J. J.

F	32	A
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T		V
I	C. J.	

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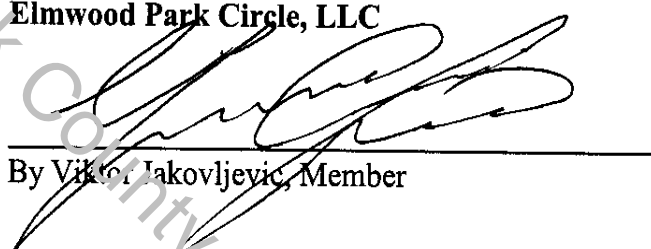
ALL PARTIES in interest to the DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR 7707-7711 WESTWOOD DRIVE CONDOMINIUMS, having entered into and consented to the submission of the property to Condominium Property Act in the document recorded as Cook County Recorder of Deeds Document No. 0628927081, and the Developer, **Elmwood Park Circle, LLC**, having noticed an error and omission on pages 14 and 25 respectively of the DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR 7707-7711 WESTWOOD DRIVE CONDOMINIUMS hereby attaches revised pages 14 and 25 correcting the error and omission in the original recorded document.

All other provisions of the DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR 7707-7711 WESTWOOD DRIVE CONDOMINIUMS remain unchanged and in full force and effect.

WITNESS WHEREOF, the Declarants have executed this Declaration as of this 6th day of November, 2006..

DEVELOPER:

Elmwood Park Circle, LLC

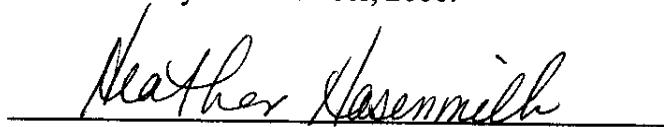

By Viktor Jakovljevic, Member

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Viktor Jakovljevic**, personally known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument, as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of November, 2006.




Notary Public

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2. Implementing Rules. The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the purposes of this Declaration.

ARTICLE X

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

1. Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause, and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; reconstruction shall be performed pursuant to the Plat and building plans submitted to the Village of Elmwood Park, Illinois; provided, however, in the event that within one hundred and eighty (180) days after said damage or destruction the Unit Owners shall elect either to sell the Property as hereinafter provided in ARTICLE XII or to withdraw the Property from the provisions of this Declaration and from the provisions of the Act, as herein and therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit C, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

2. Insufficient Insurance. If the insurance proceeds are insufficient to reconstruct the Building and the Unit Owners and all other parties in interest do not voluntarily make provisions for reconstruction of the Building within one hundred and eighty (180) days from the date of damage or destruction, the Board of Directors may record a notice setting forth such facts and upon the recording of such notice:

- (i) The Property shall be deemed to be owned in common by the Unit Owners;
- (ii) The undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Elements;
- (iii) Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Unit Owner in the Property as provided herein; and
- (iv) The Property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the Property

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6. Pets, etc. No animals, reptiles, rabbits, livestock fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets may be kept in the individual units only, 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, in the Board's discretion, shall be permanently removed from the Property by the Owner responsible therefor upon seven (7) days written notice from the Board.

7. Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything to be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

8. Unsightliness. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. All rubbish, trash and garbage shall be kept so as not to be seen from neighboring Units and streets, and shall be removed regularly from the Common Elements so as not to accumulate therein.

9. Commercial Activities. Except as specifically provided for in Paragraph 1 of Article XVII above entitled "General Use", no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise shall be conducted, maintained or permitted in any Unit.

10. For Sale and For Rent Signs. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board; provided that the right is reserved by the LLC, 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.

11. Common Elements. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

12. Prohibited Vehicles. No boats, recreational vehicles, campers, snowmobiles, trailers or disabled vehicles shall be kept on the Property. The Association may authorize such vehicles parked in violation of this section to be towed away and any such towing charge shall become a lien upon the Unit of the Owner responsible for such vehicle in the same manner as provided for non-payment of assessments.

13. Storage. Except as approved by the Board, storage of any kind, playground equipment, playpens, swings, sandboxes, grills and other cooking equipment, lawn furniture and similar items may not be placed or kept in the Common Elements except in the areas designated Limited Common Elements.

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EXHIBIT A

Legal Description

Lots 1, 2, 3 (except the southerly 4 feet deeded for a public alley) and 4 in Block 50 in Westwood, being Mills and Sons Subdivision in the West 1/2 of Section 25, Township 40 North, Range 12 East of the Third Principal Meridian, according to plat thereof recorded September 15, 1926, as document 9423633, in Cook County, Illinois.

Commonly Known As: 7707-13 Westwood Drive, Elmwood Park, Illinois

P.I.N.: 12-25-316-067, 068
12-25-316-123