

UNOFFICIAL COPY



1125044049

Doc#: 1125044049 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/07/2011 12:21 PM Pg: 1 of 16

TWENTY-SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR THE FOREST RIDGE AT WESTGATE VALLEY ELITE
HOMES CONDOMINIUMS

This document prepared by and
after recording mail to:
Timothy S. Breems, Sr.
Ruff, Weidenaar & Reidy, Ltd.
222 N. LaSalle Street, Suit 700
Chicago, IL 60601

UNOFFICIAL COPY

TWENTY-SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE FOREST RIDGE AT WESTGATE VALLEY ELITE HOMES CONDOMINIUMS

THIS AMENDMENT to the Declaration of Condominium Ownership for The Forest Ridge at Westgate Valley Elite Homes Condominiums (the "Amendment") is executed by The Forest Ridge at Westgate Valley Elite Homes Condominium Association (the "Association") made and entered into this 9th day of August, 2011.

WITNESSETH

WHEREAS, the Declaration of Condominium Ownership ("the Declaration") for The Forest Ridge at Westgate Valley Elite Homes Condominium was recorded by the Developer, The Westgate Valley L.L.C., an Illinois limited liability company ("Developer"), with the Office of the Recorder of Deeds of Cook County, Illinois on February 13, 2003 as Document No. 0030215229, as amended from time to time as set forth on Exhibit A attached hereto, thereby submitting certain real estate, together with the improvements thereon, to the Condominium Property Act of the State of Illinois, as amended from time to time (the "Act"), such real estate being legally described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, Article XII, Section 13 of the Declaration provides that the Declaration may be changed, modified or rescinded by an instrument in writing signed and acknowledged by the President and Secretary of the Board, and certifying that the Owners having at least 2/3rds of the total votes have approved such amendment in accordance with the terms and conditions of said Section 13; and

WHEREAS the Master Declaration (as hereinafter defined) contemplated that the Parcel (as defined in the Declaration) would be developed with non-condominium single family residences; and

WHEREAS the Parcel was subsequently submitted to the provisions of the Condominium Property Act of the State of Illinois, as amended, and the Declaration was recorded and the Association was formed to govern and manage the Property (as defined in the Declaration) including without limitation the Parcel, the Units and the Common Elements as those terms are defined in the Declaration; and

WHEREAS, as Units were conveyed by the Developer to the respective Owners, the Developer repeatedly evidenced its intent that the Association govern the Units and the Common Elements by transferring title to portions of the Parcel, by those various amendments to the Declarations described on Exhibit A hereto and the surveys attached to such amendments, to The Forest Ridge at Westgate Valley Elite Homes Condominium Association, rather than to the Master Association;

WHEREAS, those Owners as members of the Association having at least 2/3rds of the total votes have approved this Twenty-Sixth Amendment to change and amend the

UNOFFICIAL COPY

Declaration as set forth herein at a meeting of the members of the Association duly called for such purpose.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Section 9 of Article I of the Declaration is hereby deleted in its entirety and the following Section 9 is hereby inserted in lieu thereof:

“9. **Limited Common Elements.** A portion of the Common Elements so designated in this Declaration as being reserved to a certain Unit or Units.”

2. Section 19 of Article I of the Declaration is hereby deleted in its entirety and the following Section 19 is hereby inserted in lieu thereof:

“19. **Unit or Dwelling Unit.** A part of the Property designated and intended for any type of independent use, consisting of the one detached single family residence and driveway and an “envelope” around the residence and driveway comprising the Condominium Lot legally described on Exhibit A attached hereto.”

3. Section 3 of Article III of the Declaration is hereby deleted in its entirety and the following Section 3 is hereby inserted in lieu thereof.

“3. **Limited Common Elements.**

a. A portion of the Common Elements are composed of “Limited Common Elements” which are reserved for the use of a certain Unit or Units to the exclusion of other Units. The following is a designation of Limited Common Elements: Any utility systems, including pipes, conduits, sewer and water lines, electrical lines, cable lines, which are located outside of a Unit boundary but serve only that Unit; patios, decks, porches, and walkways which are located outside of a Unit boundary but serve only that Unit and direct access to which is provided from any part of the respective Unit; all landscaping attached or adjoining a Unit (“foundation plantings”); and other decks, deck expansions, patios, patio expansions, porches, porch extensions or improvements accessory thereto as approved by the Board which is located in that area of the Building Lot legally described on Exhibit A hereto which contains the Unit bounded on two (2) sides by parallel lines extending from each of the back corners of the residence building on the Building Lot towards the rear of the Building Lot and on the other two (2) sides by the back of such residence building and a line parallel to the back of such residence building which line is no further than 15 feet from the rear wall of the residence building closest to the rear boundary line of the Building Lot.

b. The Unit Owner is responsible for the repair, replacement, maintenance, operation and appearance of the Limited Common Elements corresponding to the

UNOFFICIAL COPY

Unit Owner's Unit. The Unit Owner shall not alter the Limited Common Elements of a Unit except as approved by the Board."

4. Section 2 of Article IV is hereby deleted in its entirety and the following Section 2 is hereby inserted in lieu thereof:

"2. **Membership in Master Association.** A Declaration of Covenants, Conditions and Restrictions for Forest Ridge at Westgate Valley has been recorded on January 3, 2003 as Document No. 0030004630 in the Office of the Cook County Recorder of Deeds (the "Master Declaration") for the purpose of creating a master association known as The Forest Ridge At Westgate Valley Homeowners Association (the "Master Association") to govern certain open space (the "Master Open Space") and retention areas, improvements for drainage, an interior roadway, street lights, parking areas, and certain irrigation sprinkling systems and monument entryway signage which it was contemplated would exist between the buildings in a townhome association, the buildings in a duplex association and the single family residences (the "Residences") now contained within the Units described herein. However, because the Master Declaration erroneously contemplated that the Residences would be owned as single family homes on lots rather than condominium Units as described herein, the Master Declaration also erroneously contemplated that the Master Open Space would include some or all of the Common Elements described herein. Therefore, all Owners are members of Master Association; however, notwithstanding anything contained in this Declaration or in the Master Declaration to the contrary, the Property is not submitted to the Master Declaration or rules and regulations of the Master Association and Owners are not bound by the Master Declaration or rules and regulations of the Master Association to the extent the Master Declaration or rules and regulations of the Master Association purport to govern any of the Property. In the event of any conflict between the terms, covenants, conditions and restrictions of the Master Declaration or rules and regulations of the Master Association with those of this Declaration or rules and regulations of the Association or the Board, this Declaration and rules and regulations of the Association or the Board shall control."

5. Sub-paragraph d. of Section 8 of Article IV is hereby deleted in its entirety and the following sub-paragraph d. is hereby inserted in lieu thereof:

"d. This paragraph is intentionally deleted."

6. Section 13 of Article IV of the Declaration is hereby deleted in its entirety and the following Section 13 is hereby inserted in lieu thereof:

"Each Unit Owner shall obtain and keep in full force and effect his or her own insurance on the Unit and the Limited Common Elements serving the Unit at full replacement cost. Each Unit Owner, the Board and Association hereby waive and release any and all claims which they may have against any other Unit Owner, the

UNOFFICIAL COPY

Association, its officers, members of the Board, the Developer, the manager and managing agent of the Common Elements, and their respective employees and agents, for damage to the Common Elements, the Units or to any personal property located in the Unit or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.”

7. Section 14 of Article IV of the Declaration is hereby deleted in its entirety and the following Section 14 is hereby inserted in lieu thereof:

“14. **Maintenance, Repairs and Replacement of Common Elements and the Units.**

a. **By the Board.** The Board or Association, at its expense, except for said areas being maintained by the Master Association, shall be responsible for the maintenance, repair and replacement of all landscaping of the Building Lots and open areas between the Units; snow removal from driveways; signage and any fencing; all snow removal on the Property except for streets; payment of real estate taxes, if any, on any of the Common Elements; and insurance required on any of the Common Elements.

b. **By the Owner.** Except as otherwise provided in subparagraph a above, each Unit Owner shall furnish and be responsible for, at his or her own expense:

(i) All of the insurance, maintenance, repairs and replacements of his or her own Unit. In undertaking any maintenance, repairs and replacements, each Owner shall restore the Unit to substantially the same condition prior to the required maintenance, repairs or replacements, shall utilize the same materials or materials of equal quality to those used in the original construction of the Unit by the Developer and shall not materially deviate from the original plans for the model of the Unit as originally constructed by the Developer.

(ii) Notwithstanding anything herein to the contrary, no Unit Owner shall have a claim against the Board, Association or another Unit Owner for any work ordinarily the responsibility of the Board or Association, but which the Unit owner himself or herself has performed or paid for, unless the same shall have been agreed to in writing in advance by the Board or Association, or upon proper request by the Unit Owner that the Board perform said work, the Board fails to do so.”

UNOFFICIAL COPY

8. Section 5 of Article V of the Declaration is hereby deleted in its entirety and the following Section 5 is hereby inserted in lieu thereof:

“5. **Exterior Surfaces.** Other than customary decorations in accordance with any rules of the Association or with the prior consent of the Board, which consent should not be unreasonably withheld or delayed, Owners shall not cause or permit anything to be affixed to the exterior surfaces of the Unit, except that a satellite dish of not more than nineteen (19) inches in diameter shall be permitted, the location of which shall be determined by the Board, subject to F.C.C. regulations. No fencing shall be built adjoining any Unit. No basketball backboards or free standing basketball poles or apparatus of any kind shall be constructed or permitted, even if a portable kind, without the permission of the Board.”

9. Section 6 of Article V of the Declaration is hereby deleted in its entirety and the following Section 6 is hereby inserted in lieu thereof:

“6. **Pets.** No animals of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that up to a total of two (2) dogs, cats or other usual 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 purposes; and provided further that any such pet kept in violation of rules and regulations adopted by the Board or causing or creating a nuisance or unreasonable disturbance (after causing more than one (1) violation) shall subject the applicable Owner to the levy of a reasonable fine in accordance with the process described in Section 3 of Article XII herein.”

10. Section 11 of Article V of the Declarations is hereby deleted in its entirety and the following Section 11 is hereby inserted in lieu thereof:

“11. **“For Sale” and “For Rent” Signs.** No “For Sale” and “For Rent” signs (except on weekends from Noon to 4:30 p.m.), advertising or other displays (other than one (1) small security alarm service sign placed in the mulch area only) shall be permitted on any part of the Property except in the windows of the Units, not to exceed five (5) square feet without the consent of the Board. All such signage shall comply with all signage restrictions of the City of Palos Heights.”

11. Section 18 of Article V of the Declaration is hereby deleted in its entirety and the following Section 18 is hereby inserted in lieu thereof:

“18. **Rules and Regulations.** Notwithstanding anything to the contrary provided herein, the Association by the Board shall have the sole and exclusive right to establish rules and regulations concerning the use of the Common Elements.”

12. Article VI of the Declaration is hereby deleted in its entirety.

UNOFFICIAL COPY

13. The First Amendments to Bylaws attached hereto and made a part hereof as Exhibit C have been duly executed and adopted and amend those Bylaws of the Association attached to the Declaration as Exhibit D.

14. In all respects, other than those hereby changed, modified or deleted herein, the terms and provisions of the Declaration are hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned have executed this Twenty-Sixth Amendment as of this 9th day of August, 2011.

The Forest Ridge at Westgate Valley Elite Homes
Condominium Association, an Illinois not for profit
corporation,

By: William B. Wyatt

Name: William B. Wyatt

Title: President

By: William Korda

Name: William Korda

Title: Secretary

UNOFFICIAL COPY

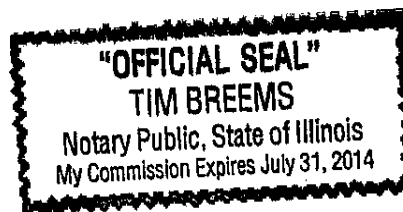
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that William B. Wyatt and William Korda, personally known to me to be the same persons whose names as President and Secretary, respectively, of The Forest Ridge at Westgate Valley Elite Homes Condominium Association, an Illinois not for profit corporation, are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as their own free and voluntary acts and as the free and voluntary act of said not for profit corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of August, 2011.

Tim Breems
 Notary Public

My Commission Expires: July 31, 2014



UNOFFICIAL COPY

Certificate of Approval at Meeting of The Forest Ridge at Westgate Valley Elite Homes Condominium Association

The undersigned hereby certify that, at a special meeting of the members of The Forest Ridge at Westgate Valley Elite Homes Condominium Association (the "Association") duly called for the purpose of approving the foregoing Twenty-Sixth Amendment to the Declaration of Condominium and held on June 8, 2010 at the Palos Heights Recreational Center, 6601 W. 127th Street, Palos Heights, IL 60463, the members of the Association having at least 2/3rds of total votes approved the foregoing Twenty-Sixth Amendment to the Declaration of Condominium, being sufficient affirmative votes to pass said Twenty-Sixth Amendment as required by Section 13 of Article XII of the Declaration of Condominium Ownership.

IN WITNESS WHEREOF, the undersigned have executed this as of this 9th day of August, 2011.

William B. Wyatt
William B. Wyatt, President of The Forest Ridge at
Westgate Valley Elite Homes Condominium
Association, an Illinois not for profit corporation

William Korda
William Korda, Secretary of The Forest Ridge at
Westgate Valley Elite Homes Condominium
Association, an Illinois not for profit corporation

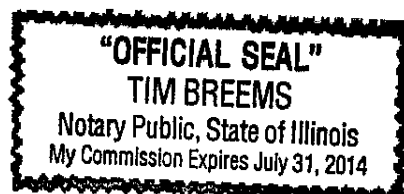
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that William B. Wyatt and William Korda, personally known to me to be the same persons whose names as President and Secretary, respectively, of The Forest Ridge at Westgate Valley Elite Homes Condominium Association, an Illinois not for profit corporation, are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as their own free and voluntary acts and as the free and voluntary act of said not for profit corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of August, 2011.

Tim Breems
Notary Public

My Commission Expires: July 31, 2014

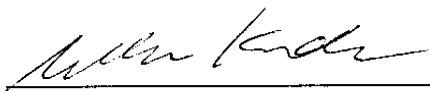


UNOFFICIAL COPY

AFFIDAVIT OF MAILING TO FIRST MORTGAGEES

I, William Korda, after being duly sworn under oath, depose and state that I am the duly elected and appointed Secretary of The Forest Ridge at Westgate Valley Elite Homes Condominium Association, an Illinois not for profit corporation (the "Association"); that I mailed a copy of the foregoing Twenty-Sixth Amendment to the Declarations of the Association by certified mail to all of the holders of a bona fide first mortgage, first trustee deed or equivalent security interest covering a Unit (collectively the "First Mortgagees") with notice to First Mortgagees of an opportunity to approve or object to said Twenty-Sixth Amendment by placing same in a properly addressed envelope and placing same in the U.S. Mail on dates, the latest of which having occurred not less than 45 days prior to the date of this affidavit; and that as of the date hereof all of the First Mortgagees have either approved or waived any response to the foregoing Twenty-Sixth Amendment.

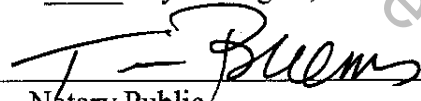
Date: August 9, 2011


 William Korda, Secretary of The Forest Ridge at
 Westgate Valley Elite Homes Condominium
 Association, an Illinois not for profit corporation

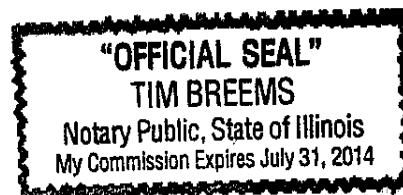
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that William Korda, personally known to me to be the same person whose name as Secretary of The Forest Ridge at Westgate Valley Elite Homes Condominium Association, an Illinois not for profit corporation, is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said not for profit corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of August, 2011


 Notary Public

My Commission Expires: July 31, 2014



UNOFFICIAL COPY

EXHIBIT A

	<u>Building and Condominium Lot</u>	<u>Document</u>	<u>Recording Date</u>
DECLARATION	51	0030215229	02/13/03
FIRST AMENDMENT	49, 50, 52	0318910091	07/08/03
SECOND AMENDMENT	63	0329531088	10/22/03
THIRD AMENDMENT	46, 52	0331844080	11/14/03
FOURTH AMENDMENT	67, 79	0402918085	01/29/04
FIFTH AMENDMENT	60	0408444131	03/24/04
SIXTH AMENDMENT	78, 48, 61	0412627092	05/05/04
SEVENTH AMENDMENT	59	0421518105	08/02/04
EIGHTH AMENDMENT	47	0428044031	10/06/04
NINTH AMENDMENT	75, 35	0429527090	10/21/04
TENTH AMENDMENT	80	0432219098	11/17/04
ELEVENTH AMENDMENT	74	0503119115	01/31/05
TWELFTH AMENDMENT	64	0516403124	06/13/05
SPECIAL AMENDMENT		0524145119	08/29/05
THIRTEENTH AMENDMENT	76	0527032048	09/27/05
FOURTEENTH AMENDMENT	55, 65	0534810091	12/14/05
FIFTEENTH AMENDMENT	65	0603132096	01/31/06
SIXTEENTH AMENDMENT	81	0607334118	03/14/06
SEVENTEENTH AMENDMENT	68	0609327125	04/03/06
EIGHTEENTH AMENDMENT	71	0612118001	05/01/06
NINETEENTH AMENDMENT	77	0618145012	06/30/06
TWENTIETH AMENDMENT	53, 70	0619245130	07/11/06
TWENTY-FIRST AMENDMENT	69	0622939021	08/17/06
TWENTY-SECOND AMENDMENT	73, 72	0625045019	
	09/07/06		
TWENTY-THIRD AMENDMENT	55, 36	0630017154	10/27/06
TWENTY-FOURTH AMENDMENT	37	0702215099	01/22/07
TWENTY-FIFTH AMENDMENT	54	0728215124	10/09/07

UNOFFICIAL COPY

Exhibit B Legal Description

UNITS 51, 49, 50, 62, 63, 46, 52, 67, 79, 60, 78, 48, 61, 59, 47, 75, 35, 80, 74, 64, 76, 58, 65, 66, 81, 68, 71, 77, 53, 70, 69, 73, 72, 55, 36, 37, AND 54, IN THE FOREST RIDGE AT WESTGATE VALLEY ELITE HOMES CONDOMINIUMS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON FEBRUARY 13, 2003 AS DOCUMENT NUMBER 0030215229; TOGETHER WITH EACH UNIT'S RESPECTIVE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, A PART OF FOREST RIDGE AT WESTGATE VALLEY CONDOMINIUMS AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN FOREST RIDGE AT WESTGATE VALLEY, BEING A SUBDIVISION IN THAT PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 2000 AS DOCUMENT NUMBER 00250556 IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 15, 2000 AS DOCUMENT NUMBER 00899505; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION; AS AMENDED FROM TIME TO TIME.

PINS:

- 24-32-300-073-1001 (Unit 51)
- 24-32-300-073-1002 (Unit 49)
- 24-32-300-073-1003 (Unit 50)
- 24-32-300-073-1004 (Unit 62)
- 24-32-300-073-1005 (Unit 63)
- 24-32-300-073-1006 (Unit 46)
- 24-32-300-073-1007 (Unit 52)
- 24-32-300-073-1008 (Unit 67)
- 24-32-300-073-1009 (Unit 79)
- 24-32-300-073-1010 (Unit 60)
- 24-32-300-073-1011 (Unit 78)
- 24-32-300-073-1012 (Unit 48)
- 24-32-300-073-1013 (Unit 61)
- 24-32-300-073-1014 (Unit 59)
- 24-32-300-073-1015 (Unit 47)
- 24-32-300-073-1016 (Unit 75)
- 24-32-300-073-1017 (Unit 35)
- 24-32-300-073-1018 (Unit 80)
- 24-32-300-073-1019 (Unit 74)
- 24-32-300-073-1020 (Unit 64)
- 24-32-300-073-1021 (Unit 76)
- 24-32-300-073-1022 (Unit 58)

UNOFFICIAL COPY

24-32-300-073-1023 (Unit 65)
24-32-300-073-1024 (Unit 66)
24-32-300-073-1025 (Unit 81)
24-32-300-073-1026 (Unit 68)
24-32-300-073-1027 (Unit 71)
24-32-300-073-1028 (Unit 77)
24-32-300-073-1029 (Unit 53)
24-32-300-073-1030 (Unit 70)
24-32-300-073-1031 (Unit 69)
24-32-300-073-1032 (Unit 73)
24-32-300-073-1033 (Unit 72)
24-32-300-073-1034 (Unit 55)
24-32-300-073-1035 (Unit 36)
24-32-300-073-1036 (Unit 37)
24-32-300-073-1037 (Unit 54)

Addresses: 13451 Cove Ct., Palos Heights, IL (Unit 51)
13447 Cove Ct., Palos Heights, IL (Unit 49)
13449 Cove Ct., Palos Heights, IL (Unit 50)
13091 Timber Ct., Palos Heights, IL (Unit 62)
13089 Timber Ct., Palos Heights, IL (Unit 63)
13433 Forest Ridge Dr., Palos Heights, IL (Unit 46)
13453 Cove Ct., Palos Heights, IL (Unit 52)
13081 Timber Ct., Palos Heights, IL (Unit 67)
13018 Timber Trail, Palos Heights, IL (Unit 79)
13095 Timber Ct., Palos Heights, IL (Unit 60)
13020 Timber Trail, Palos Heights, IL (Unit 78)
13445 Cove Ct., Palos Heights, IL (Unit 48)
13093 Timber Ct., Palos Heights, IL (Unit 61)
13097 Timber Ct., Palos Heights, IL (Unit 59)
13443 Cove Ct., Palos Heights, IL (Unit 47)
13026 Timber Trail, Palos Heights, IL (Unit 75)
13105 Timber Ct., Palos Heights, IL (Unit 35)
13016 Timber Trail, Palos Heights, IL (Unit 80)
13028 Timber Trail, Palos Heights, IL (Unit 74)
13087 Timber Ct., Palos Heights, IL (Unit 64)
13024 Timber Trail, Palos Heights, IL (Unit 76)
13099 Timber Ct., Palos Heights, IL (Unit 58)
13085 Timber Ct., Palos Heights, IL (Unit 65)
13083 Timber Ct., Palos Heights, IL (Unit 66)
13014 Timber Trail, Palos Heights, IL (Unit 81)
13079 Timber Ct., Palos Heights, IL (Unit 68)
13034 Timber Trail, Palos Heights, IL (Unit 71)
13022 Timber Trail, Palos Heights, IL (Unit 77)
13455 Cove Ct., Palos Heights, IL (Unit 53)
13036 Timber Ct., Palos Heights, IL (Unit 70)

UNOFFICIAL COPY

EXHIBIT C

FIRST AMENDMENT TO BYLAWS OF THE FOREST RIDGE AT WESTGATE VALLEY ELITE HOMES CONDOMINIUM ASSOCIATION

The Bylaws of The Forest Ridge at Westgate Valley Elite Homes Condominium Association are hereby amended as follows:

1. The second paragraph of Section 1b. of Article V is hereby deleted in its entirety and the following paragraph is inserted in lieu thereof:

“The Board shall also appoint two (2) delegates to serve as board members on the Master Association (as defined in the Declaration) to serve for the term of such board members on the Master Association or until removed by a majority vote of the Board of Directors. Upon any vacancy of a delegate’s position on the Master Association Board whether by resignation, removal or otherwise, the Board of Directors, by majority vote, shall appoint his or her successor for the remainder of said delegate’s term.”

2. Section 3a. of Article V of the Bylaws is hereby deleted in its entirety.

3. Section 3g. of Article V of the Bylaws is hereby deleted in its entirety.

IN WITNESS WHEREOF, the undersigned hereby certify that the Owners having at least a majority of the total votes have approved the foregoing amendments at a meeting of The Forest Ridge at Westgate Valley Elite Homes Condominium Association duly called for such purpose.

Dated: August 9, 2011

The Forest Ridge at Westgate Valley Elite Homes Condominium Association, an Illinois not for profit corporation,

By: 

Name: William B. Wyatt

Title: President

By: 

Name: William Korda

Title: Secretary

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss
 COUNTY OF COOK)

**Affidavit of Officer of The Forest Ridge at Westgate Valley Elite Homes
 Condominium Association**

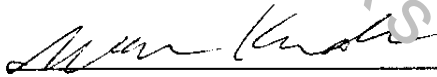
William Korda being duly sworn on oath deposes and states:

1. That he is the duly elected Secretary of The Forest Ridge at Westgate Valley Elite Homes Condominium Association (the "Association").

2. That he caused a copy of the above Twenty-Sixth Amendment to Declarations of The Forest Ridge at Westgate Valley Elite Homes Condominium Association, a copy of the above First Amendment to the Bylaws of The Forest Ridge at Westgate Valley Elite Homes Condominium Association and notice of an opportunity to approve or object to said Twenty-Sixth Amendment to Declarations or First Amendment to Bylaws to be mailed by certified mail to each of the First Mortgagees (as defined in the Declarations of The Forest Ridge at Westgate Valley Elite Homes Condominium Association) by placing same in a properly addressed envelope and placing same in the U.S. Mail on dates prior to the date of this affidavit, the latest of which date of mailing having occurred not less than 45 days prior to the date of this affidavit.

3. That as of the date hereof all of the First Mortgagees have either approved or waived any response to the foregoing Twenty-Sixth Amendment to Declarations and First Amendment to Bylaws.

Further, Affiant saith not.



 William Korda, Secretary of The Forest Ridge at
 Westgate Valley Elite Homes Condominium
 Association, an Illinois not for profit corporation

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that William Korda, personally known to me to be the same person whose name as Secretary of The Forest Ridge at Westgate Valley Elite Homes Condominium Association, an Illinois not for profit corporation, is subscribed to the foregoing instrument appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said not for profit corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of August, 2011.

Tim Breems
 Notary Public

My Commission Expires: July 31, 2014

