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## AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR RIDGEVIEW CONDOMINIUMS



Doc#: 1307434093 Fee: \$50.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/15/2013 03:02 PM Pg: 1 of 7

For Use by Recorder's Office Only

This document is recorded for the purpose of amending the Declaration and By-laws for Ridgeview Condominium Association ("Declaration"), which Declaration was recorded on December 2, 1983 as Document Number 26882469 in the Office of the Recorder of Deeds of Cook County, Illinois, and as amended, and which covers the property (hereafter the "Property") legally described in Exhibit "A," which is attached hereto and made a part hereof.

This Amendment is adopted pursuant to Section 27(b) of the Illinois Condominium Property Act. Said Section provides that "[i]f there is an omission or error in the Declaration, bylaws or other condominium instrument, the association may correct the error or omission by an amendment to the declaration, bylaws, or other condominium instrument in such respects as may be required to conform to this Act, and any other applicable statute or to the declaration by vote of two-thirds of the members of the Board of Managers." No amendment shall become effective until recorded.

### RECITALS

WHEREAS, by the recording of the Declaration in the Cook County Recorder of Deed's Office, the Property has been subjected to the easements, restrictions and covenants contained therein; and

WHEREAS, the Board desires to amend the Declaration in order to bring the Association into compliance with FHA guidelines; and

This document prepared by and after  
recording to be returned to:

Robert B. Kogen, Esq.  
Kovitz Shifrin Nesbit  
750 Lake Cook Road, Suite 350  
Buffalo Grove, IL 60089 -- 847. 537. 0500

WHEREAS, the following amendment has  
been approved by at least two-thirds of the Board of  
Directors as evidenced by their signatures to this  
document; and

NOW, THEREFORE, the Declaration for the  
Ridgeview Condominium Association is hereby

RECORDING FEE

50 -

DATE 3-15-13

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amended in accordance with the text which follows (additions in text are indicated by a single underline; deletions by ~~strike-outs~~):

1. **Sections 1 and 2 of Article XIX of the Declaration shall be amended as follows:**

1. Sale or Lease. Any Owner of a Unit who wishes to sell or lease his Unit Ownership (or any lessee of any Unit wishing to assign or sublease such Unit) shall give to the Board not less than fifteen (15) days prior written notice of his intent to sell or lease and subsequently, the terms of any contract to sell or lease, entered into subject to the Board's option as set forth hereinafter together with a copy of such contract, the name, and address ~~and financial character references~~ of the proposed purchaser or lessee as the Board may reasonably require. The members of the Board acting on behalf of the other Unit Owners shall at all times have the first right and option to purchase or lease such Unit Ownership upon the same term, which option shall be exercisable for a period of fifteen (15) days, following the date of receipt of such notice of contract. If said option is not exercised by the Board within said fifteen (15) days, the Unit Owner (or lessee) may, at the expiration of said fifteen (15) day period and at any time within one hundred twenty (120) days after the expiration of said period, proceed to consummate the sale (or sublease or assignment) of such Unit Ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the Unit Owner (or lessee) fails to close said proposed sale or lease transaction within said one hundred twenty (120) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided. Notwithstanding any provision herein to the contrary, no Unit Owner shall offer to lease or lease his Unit, nor shall any lease of a Unit entered into be valid if twenty-five percent (25%) of the Units are let at the time such lease or offer for lease is made. (Unless such lease is made to a person who is related to the Unit Owner by affinity or consanguinity then this restriction shall not apply.) The Board of Managers shall have the right to all remedies available at law or equity to enforce the foregoing provision including but not limited to forcible entry and detainer or suit for possession.

2. Gift. Any Owner other than the Trustee who wishes to make a gift of his Unit Ownership or any interest therein to any person other than a permitted party under Section 10 of this Article shall give to the Board not less than ninety (90) days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name, and address ~~and financial and character references~~ of the intended donee and such other information concerning the intended donees as the Board may reasonably require. If the gift to such a party is not consented to by the Board, and the Unit Owner insists on making such gift, the members of the Board acting on behalf of the other Unit Owners shall at all times have the first right and option to purchase such Unit Ownership or interest therein for cash at fair market value determined by arbitration as hereinafter provided, which option shall be exercisable until the date of expiration as

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provided herein. In the event that the Board exercises said option and the parties cannot arrive at an agreed price, then, within fifteen (15) days after receipt of a written notice by the Board, the Board and the Unit Owner desiring to make such gift shall each select a qualified real estate appraiser. The two arbitrators so selected shall, within ten (10) days after their selection, appoint another qualified real estate appraiser to act as the arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the arbitrator shall determine the fair market value of the Unit Ownership or interest therein which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Unit Owner and the Board, and said determination shall be conclusive upon the parties. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall be the arbitrator. The Board's option to purchase the Unit Ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of written notice of such determination of fair market value. The cost of appraisal shall be divided equally between such Unit Owner and the Board and the Board's share shall be a Common Expense.

2. This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois.

3. Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

Approved this 5<sup>TH</sup> day of FEBRUARY, 2013

Barbara Parlock      Paulito Kline      John P. Beringni  
Diana L. Spegon      Gerald M. Lawrence

Being at least 2/3 of the members of the Board of Directors of  
RIDGEVIEW CONDOMINIUM ASSOCIATION

**UNOFFICIAL COPY****EXHIBIT A****LEGAL DESCRIPTION**

LOT 1 OF RIDGEVIEW APARTMENTS SUBDIVISION, BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

RIDGEVIEW CONDOMINIUM ASSOCIATION  
HOMewood, ILLINOIS 60430

**REAL ESTATE TAX NUMBERS**

VOLUME: 218

<u>UNIT</u>	<u>TAX NUMBER</u>	<u>PERCENTAGE OF OWNERSHIP</u>
955 Ridge Road, 1A	29-32-406-044-1001	.9692
955 Ridge Road, 2A	29-32-406-044-1002	1.2391
955 Ridge Road, 3A	29-32-406-044-1003	1.2391
955 Ridge Road, 1B	29-32-406-044-1004	.9692
955 Ridge Road, 2B	29-32-406-044-1005	1.2391
955 Ridge Road, 3B	29-32-406-044-1006	1.2391
955 Ridge Road, 1C	29-32-406-044-1007	1.1852
955 Ridge Road, 2C	29-32-406-044-1008	1.2391
955 Ridge Road, 3C	29-32-406-044-1009	1.2391
955 Ridge Road, 3A	29-32-406-044-1010	1.1852
955 Ridge Road, 3B	29-32-406-044-1011	1.2391
955 Ridge Road, 3C	29-32-406-044-1012	1.2391
945 Ridge Road, 1A	29-32-406-044-1013	.9692
945 Ridge Road, 2A	29-32-406-044-1014	1.2391
945 Ridge Road, 3A	29-32-406-044-1015	1.2391
945 Ridge Road, 1B	29-32-406-044-1016	.9692
945 Ridge Road, 2B	29-32-406-044-1017	1.2391
945 Ridge Road, 3B	29-32-406-044-1018	1.2391
945 Ridge Road, 1C	29-32-406-044-1019	1.1852
945 Ridge Road, 2C	29-32-406-044-1020	1.2391
945 Ridge Road, 3C	29-32-406-044-1021	1.2391
945 Ridge Road, 1D	29-32-406-044-1022	1.1852
945 Ridge Road, 2D	29-32-406-044-1023	1.2391
945 Ridge Road, 3D	29-32-406-044-1024	1.2391

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<u>UNIT</u>	<u>TAX NUMBER</u>	<u>PERCENTAGE OF OWNERSHIP</u>
956 Olive Road, 1A	29-32-406-044-1025	.9692
956 Olive Road, 2A	29-32-406-044-1026	1.2391
956 Olive Road, 3A	29-32-406-044-1027	1.2391
956 Olive Road, 1B	29-32-406-044-1028	.9692
956 Olive Road, 2B	29-32-406-044-1029	1.2391
956 Olive Road, 3B	29-32-406-044-1030	1.2391
956 Olive Road, 1C	29-32-406-044-1031	1.1852
956 Olive Road, 2C	29-32-406-044-1032	1.2391
956 Olive Road, 3C	29-32-406-044-1033	1.2391
956 Olive Road, 1D	29-32-406-044-1034	1.1852
956 Olive Road, 2D	29-32-406-044-1035	1.2391
956 Olive Road, 3D	29-32-406-044-1036	1.2391
946 Olive Road, 1A	29-32-406-044-1037	.9692
946 Olive Road, 2A	29-32-406-044-1038	1.2391
946 Olive Road, 3A	29-32-406-044-1039	1.2391
946 Olive Road, 1B	29-32-406-044-1040	.9692
946 Olive Road, 2B	29-32-406-044-1041	1.2391
946 Olive Road, 3B	29-32-406-044-1042	1.2391
946 Olive Road, 1C	29-32-406-044-1043	1.1852
946 Olive Road, 2C	29-32-406-044-1044	1.2391
946 Olive Road, 3C	29-32-406-044-1045	1.2391
946 Olive Road, 1D	29-32-406-044-1046	1.1852
946 Olive Road, 2D	29-32-406-044-1047	1.2391
946 Olive Road, 3D	29-32-406-044-1048	1.2391
936 Olive Road, 1A	29-32-406-044-1049	.9692
936 Olive Road, 2A	29-32-406-044-1050	1.2391
936 Olive Road, 3A	29-32-406-044-1051	1.2391
936 Olive Road, 1B	29-32-406-044-1052	.9692
936 Olive Road, 2B	29-32-406-044-1053	1.2391
936 Olive Road, 3B	29-32-406-044-1054	1.2391
936 Olive Road, 1C	29-32-406-044-1055	1.1852
936 Olive Road, 2C	29-32-406-044-1056	1.2391
936 Olive Road, 3C	29-32-406-044-1057	1.2391
936 Olive Road, 1D	29-32-406-044-1058	1.1852
936 Olive Road, 2D	29-32-406-044-1059	1.2391
936 Olive Road, 3D	29-32-406-044-1060	1.2391

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<u>UNIT</u>	<u>TAX NUMBER</u>	<u>PERCENTAGE OF OWNERSHIP</u>
926 Olive Road, 1A	29-32-406-044-1061	.9692
926 Olive Road, 2A	29-32-406-044-1062	1.2391
926 Olive Road, 3A	29-32-406-044-1063	1.2391
926 Olive Road, 1B	29-32-406-044-1064	.9692
926 Olive Road, 2B	29-32-406-044-1065	1.2391
926 Olive Road, 3B	29-32-406-044-1066	1.2391
926 Olive Road, 1C	29-32-406-044-1067	1.1852
926 Olive Road, 2C	29-32-406-044-1068	1.2391
926 Olive Road, 3C	29-32-406-044-1069	1.2391
926 Olive Road, 1D	29-32-406-044-1070	1.1852
926 Olive Road, 2D	29-32-406-044-1071	1.2391
926 Olive Road, 3D	29-32-406-044-1072	1.2391
916 Olive Road, 1A	29-32-406-044-1073	.9692
916 Olive Road, 2A	29-32-406-044-1074	1.2391
916 Olive Road, 3A	29-32-406-044-1075	1.2391
916 Olive Road, 1B	29-32-406-044-1076	.9692
916 Olive Road, 2B	29-32-406-044-1077	1.2391
916 Olive Road, 3B	29-32-406-044-1078	1.2391
916 Olive Road, 1C	29-32-406-044-1079	.9692
916 Olive Road, 2C	29-32-406-044-1080	1.0232
916 Olive Road, 3C	29-32-406-044-1081	1.0232
916 Olive Road, 1D	29-32-406-044-1082	.9692
916 Olive Road, 2D	29-32-406-044-1083	1.0232
916 Olive Road, 3D	29-32-406-044-1084	1.0232
Garage 1 (945-1D)	29-32-406-044-1085	.1026
Garage 2 (945-1B)	29-32-406-044-1086	.1026
Garage 3 (955-1D)	29-32-406-044-1087	.1026
Garage 4 (956-1C)	29-32-406-044-1088	.1026
Garage 5 (945-2D)	29-32-406-044-1089	.1026
Garage 6 (956-1A)	29-32-406-044-1090	.1026
Garage 7 (926-2B)	29-32-406-044-1091	.1026
Garage 8 (916-1C)	29-32-406-044-1092	.1026
Garage 9 (945-2A)	29-32-406-044-1093	.1026
Garage 10 (926-3B)	29-32-406-044-1094	.1026
Garage 11 (956-2B)	29-32-406-044-1095	.1026
Garage 12 (916-2A)	29-32-406-044-1096	.1026
Garage 13 (945-2B)	29-32-406-044-1097	.1026
Garage 14 (916-2B)	29-32-406-044-1098	.1026
Garage 15	29-32-406-044-1099	.1026
Garage 16 (926-3D)	29-32-406-044-1100	.1026
Garage 17 (916-1A)	29-32-406-044-1101	.1026

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## EXHIBIT B

### AFFIDAVIT OF COMPLIANCE

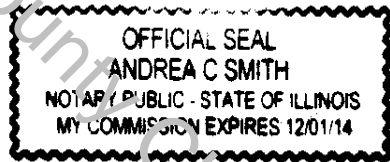
STATE OF ILLINOIS     )  
   ) SS.  
 COUNTY OF COOK        )

I, SUSAN BENIGNI, state that I am the Secretary of the Board of Directors of the Ridgeview Condominium Association, and that a copy of the foregoing Amendment to the Declaration was either delivered personally to each Unit Owner at the Association or was sent by regular U. S. Mail, postage prepaid, to each Unit Owner in the Association at the address of the unit or such other address as the Owner has provided to the Board of Directors for purposes of mailing notices. I further state that the Unit Owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amendment.

Susan Benigni

Subscribed and Sworn to before me  
 this 08 day of March, 2013.

Andrea C Smith  
 Notary Public



My Commission Expires: 12/01/14