

# UNOFFICIAL COPY

This Instrument Prepared By  
and After Recording Return To:  
George J. Arnold  
9501 W. 144<sup>th</sup> Pl. Suite 205  
Orland Park, IL 60462



Doc# 2219533030 Fee \$64.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 07/14/2022 11:12 AM PG: 1 OF 5

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## FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR NEW VENTURE CONDOMINIUM

THIS AMENDMENT is made and entered into by New Venture Condominium Association, an Illinois not-for-profit corporation (the "Association"), as of the 8th day of June, 2022.

WHEREAS, the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for New Venture Condominium was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 19, 1977 as Document No.23893605 (the "Declaration"); and

WHEREAS, pursuant to Article XIII, Section 7 of the Declaration, the Association, through its Board, has a right to make amendments to the Declaration from time to time in accordance with the provisions therein; and

WHEREAS, previous to the recording of this Amendment to the Declaration, the Board has determined certain amendments as herein contained shall be made to the Declaration as herein provided; and

WHEREAS, the Board has determined that the amendments made herein do not pertain to provisions of the Declaration that grant rights to holders of first mortgages; and

WHEREAS, prior to the recording of this Amendment, the Board has adopted and approved the amendments contained herein; and

WHEREAS, pursuant to notice, the amendments contained herein have been approved by a vote of at least three-fourths (3/4) of the Unit Owners at a meeting called for that purpose as provided in the Declaration; and

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WHEREAS, a copy of this Amendment has been mailed by certified mail, return receipt requested, to all mortgagees having a bona fide lien of record against any unit ownership and an officer of the Board has signed an affidavit certifying that a copy of this Amendment was mailed as such to all mortgagees.

NOW THEREFORE, New Venture Condominium Association as Declarant aforesaid, for the purposes set forth, DECLARES AS FOLLOWS:

1. The foregoing recitals are incorporated into and shall form a part of this Amendment.
2. Any capitalized terms which are used in this Amendment without definition and that are defined in the Declaration shall have the same meanings herein as the Declaration.
3. Article VII Section 1(c) is hereby amended to include the following:  
 “Charcoal grills and any other open-flame cooking devices, including but not limited to LPG gas grills, smokers, and deep fryers are prohibited from use on any multi-family residential balcony and within ten (10) feet of combustible construction as defined by the Oak Lawn Fire Department.”
4. Article VII Section 1(e) is hereby deleted in its entirety and replaced with the following:  
 “No animals or insects shall be raised, bred, or kept in any Unit or the Common Elements.”
5. Article VIII Section 1 is hereby deleted in its entirety and replaced with the following:  
 “1. Sale or Lease. The Units and common elements shall be sold or leased as follows:  
 (a) Any Owner who wishes to sell or lease his unit ownership to any person not related by blood or marriage to the owner shall give to the Board no less than thirty (30) days’ prior written notice of the terms of any contemplated sale or lease, together with the name and address of the proposed purchaser or lessee. The members of the Board and their successors in office, acting on behalf of the other Owners, shall at all times have the first right and option to purchase or lease 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 said thirty (30) days, the Owner may, at the expiration of the said thirty-day period and at any time within sixty (60) days after the expiration of said period, contract to sell or lease such unit ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein.  
 (b) The Owner of a leased Unit shall provide the Board with the lessee’s written agreement to this Declaration and the rules and regulations promulgated by the Association prior to the occupation of the Unit by the lessee. The Owner of a leased Unit shall include in the lease with the lessee the following provision (or a substantially similar provision): “Lessee agrees to and shall abide by all of the condominium declarations, rules, and regulations of the New Venture

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Condominium Association.” The Owner of a leased Unit shall be liable to the Association for any and all damage to the common elements resulting from the acts or omissions of the lessee and the invitees of the lessee.

(c) No more than two (2) Units in the Property shall be simultaneously leased at a time. All leases shall be on annual, renewable leasing terms. Other Unit owners can seek to rent their Units upon the termination of any existing lease, subject to the procedure set forth in Article VIII Section 1(a) above. The sublease of any Unit by a lessee is prohibited.”

6. This Amendment to the Declaration is effective immediately. This instrument together with the Declaration shall constitute one instrument. To the extent the Declaration and this Amendment conflict, this Amendment shall prevail in all cases. Except to the extent modified by this Amendment, the Declaration is hereby ratified and confirmed and the terms, conditions, agreements, obligations and provisions of the Declaration are incorporated hereby as if fully set forth herein and shall continue in full force and effect.

IN WITNESS WHEREOF, New Venture Condominium Association has caused this instrument to be signed and sealed by its president and attested by its secretary on this 8th day of June, 2022.

**NEW VENTURE CONDOMINIUM ASSOCIATION,**  
an Illinois not-for-profit corporation

By:   
President

**ATTEST:**

By:   
Secretary

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## LEGAL DESCRIPTION

LOTS 39 TO 43 INCLUSIVE IN BLOCK 1 IN BRIGG'S AND COMPANY'S CRAWFORD GARDENS 1<sup>ST</sup> ADDITION TO THE EAST ½ OF THE NORTH EAST ¼ OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE WEST ½ OF VACATED ALLEY LYING EAST OF AND ADJACENT TO SAID LOTS 39 TO 43 INCLUSIVE WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY THE 1<sup>ST</sup> NATIONAL BANK OF EVERGREEN PARK, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 13, 1976 AND KNOWN AS TRUST NUMBER 4028, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 23893605, TOGETHER WITH AN UNDIVIDED 10.89 PERCENT INTEREST IN SAID PARCEL, EXCEPTING FROM SAID PARCEL ALL OF THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY, IN COOK COUNTY, ILLINOIS

### Common Address:

9601 S. Komensky Ave., Unit 100, Oak Lawn, IL 60453  
 9605 S. Komensky Ave., Unit 101, Oak Lawn, IL 60453  
 9605 S. Komensky Ave., Unit 102, Oak Lawn, IL 60453  
 9609 S. Komensky Ave., Unit 103, Oak Lawn, IL 60453  
 9609 S. Komensky Ave., Unit 104, Oak Lawn, IL 60453  
 9605 S. Komensky Ave., Unit 201, Oak Lawn, IL 60453  
 9605 S. Komensky Ave., Unit 202, Oak Lawn, IL 60453  
 9609 S. Komensky Ave., Unit 203, Oak Lawn, IL 60453  
 9609 S. Komensky Ave., Unit 204, Oak Lawn, IL 60453

### Permanent Index No.

24-10-212-046-1001  
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## AFFIDAVIT OF OFFICER OF NEW VENTURE CONDOMINIUM ASSOCIATION

I, the undersigned, being the President of the New Venture Condominium Association, being duly sworn on oath, states as follows:

That the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for New Venture Condominium was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 19, 1977 as Document No. 23893605 (the "Declaration"); and

That pursuant to Article XIII, Section 7 of the Declaration, the Association, through its Board, has a right to make amendments to the Declaration from time to time in accordance with the provisions therein; and

That the Board has determined that a First Amendment to the Declaration is required and the amendments made therein do not pertain to provisions of the Declaration that grant rights to holders of first mortgages; and

That pursuant to Article XIII, paragraph 7 of the Declaration, a copy of the First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for New Venture Condominium has been mailed by certified mail, return receipt requested, to all mortgagees having a bona fide lien of record against any unit ownership.

IN WITNESS WHEREOF, the undersigned has executed this document on this 8<sup>th</sup> day of ~~May~~, 2022.

June

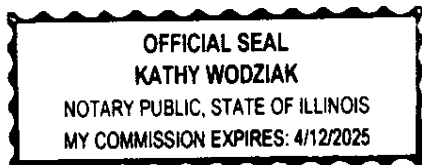
NEW VENTURE CONDOMINIUM ASSOCIATION,  
an Illinois not-for-profit corporation

By: [Signature]  
President

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Evelyn Chong, personally known to me to be the President of the New Venture Condominium Association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such President she signed, sealed and delivered the said instrument, pursuant to authority given by the officers of the corporation, as her free and voluntary act, as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this 8<sup>th</sup> day of ~~May~~ June, 2022.



[Signature]  
Notary Public