

# UNOFFICIAL COPY

FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP AND OF  
EASEMENTS, RESTRICTIONS, AND  
COVENANTS FOR THE  
WOODVIEW ESTATES SOUTH CONDOMINIUM ASSOCIATION

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This First Amendment to Declaration of Condominium Ownership and of Easement, Restrictions, and Covenants for the Woodview Estates South Condominium Association, is made and entered into this 14th day of March, 1990, by the Woodview Estates South Condominium Association.

WHEREAS, the Owner and Developer made and entered into the Declaration of Condominium Ownership and of Easements, Restrictions, and Covenants for the Woodview Estates South Condominium Association (Declaration), which declaration was recorded with the Recorder of Deeds for Cook County, Illinois as Document No. 22296062, and

WHEREAS, the members of the Woodview Estates South Condominium Association are desirous of amending certain portions of the Declaration, and

WHEREAS, the Board of Managers of the Woodview Estates South Condominium Association has recommended the amendment to its membership, and

WHEREAS, 3/4 of the unit owners voted in the affirmative upon presentation of the amendment for ratification at a meeting called for that purpose on March 14, 1990, and

WHEREAS, all association members were duly notified of this Amendment, in writing, by certified mail, on April 10, 1990,

NOW, THEREFORE, the Declaration is hereby amended as follows:

Article VIII, Section 1, is hereby deleted and the attached amendment is substituted in its place.

Prepared By and Upon  
Recording Mail To:  
Stephen L. Lamb  
745 Tomlin Drive  
Burr Ridge, Illinois 60521

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6 copies  
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FIRST AMENDMENT TO  
THE DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR  
WOODVIEW ESTATES SOUTH

ARTICLE VIII  
SALE AND LEASING

1. (a) Sale. Any owner who wishes to sell 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; together with the name and address of the proposed purchaser. The members of the Board and their successors in office, acting on behalf of the other unit owners, shall at all times have the first right and option to purchase 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 said thirty-day period and at any time within sixty (60) days after the expiration of said period, contract to sell such unit ownership to the proposed purchaser named in such notice upon the terms specified in Article VIII, Section 1.

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(b) Prohibition of Leasing. Each Owner shall occupy and use such Unit as a private dwelling for himself and his immediate family. Rental or leasing of Units is prohibited, except as herein provided. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Managers may, but is not required to, grant permission to a Unit Owner to lease his Unit to a specified lessee for a period of not less than six (6) consecutive months nor more than twelve (12) months. Such permission may be granted by the Board of Managers only upon a written application by the Unit Owner to the Board. The Board of Managers shall respond to each application in writing within thirty (30) days of submission thereof. All requests for extension of an original lease must also be submitted to the Board of Managers in the same manner as set forth in the original application. The Board of Managers has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease, or extension of a lease, under terms established by the Board. The Board's decision shall be final and binding.

(c) This Amendment shall not be enforced against any Owner leasing a Unit as of the effective date of this Amendment; provided, however, that once any existing lease expires, no new lease may be signed by the new titleholder without the approval of the Board of Managers as herein provided. In addition, this Section shall not apply to the rental or leasing of Units to the immediate family members of the Unit Owner.

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(d) Copies of all leases presently in effect must be submitted to the Board of Managers within thirty (30) days of the effective date of this Amendment. All leases shall be in writing and shall provide that the lease shall be subject to the terms of this Declaration.

(e) Subleasing is prohibited.

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Units Nos. A-1, A-2, A-3, A-4

Units Nos. B-1, B-2, B-3, B-4

Units Nos. C-1, C-2, C-3, C-4

Units Nos. D-1, D-2, D-3, D-4

as delineated on the survey of the following described parcel of real estate (hereinafter referred to as "Parcel"):

Lot 32 in A. E. Fossier & Co.'s Woodview Estates South, a subdivision in the Northwest Quarter and the Southwest Quarter of Section 18, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois,

which survey is attached as Exhibit "A", the Declaration of Condominium made by A. E. FOSSIER & CO., an Illinois corporation.

It is understood that each unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof in Exhibit "A". Every deed, lease, mortgage, or other instrument may legally describe a unit by its identifying number or symbol as shown on Exhibit "A", and every such description shall be deemed good and sufficient for all purposes. No unit owner shall, by deed, plat or otherwise, subdivide or in any manner cause his unit to be separated into any tracts or parcels smaller than the whole unit as shown on Exhibit "A".

## 2. Certain Structures Not Constituting Part of a Unit.

No owner shall own any pipes, wires, conduits, public utility lines or structural components running through his unit and serving more than his unit except as a tenant in common with all other owners.

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