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FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP AND
OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS
FOR 4121-25-29 W. 93rd PLACE CONDOMINIUM ASSOCIATION

THIS DECLARATION, made and entered into by the 4121-25-29 WEST
93rd PLACE CONDOMINIUM ASSOCIATION, an Illinois not-for-profit
corporation:

. DEPT-01 RECORDING \$27.50
. T#2222 TRAN 6342 08/14/92 12:48:00
. #0564 # *-92-604125
. COOK COUNTY RECORDER

WITNESSETH:

WHEREAS, the Declaration of Condominium Ownership and of
Easements, Restrictions, Covenants and By-Laws for the 4121-25-29
CONDOMINIUM ASSOCIATION, was recorded in the Office of Recorder
of Deeds of Cook County, Illinois, as Document No. 86106492 (the
"Declaration"); and

WHEREAS, pursuant to Article 18, Paragraph 6 of the Condominium
Declaration, the Condominium Association, through its Board, has
a right to make amendments to the Condominium Declaration; and

WHEREAS, previous to the recording of this First Amendment to
Condominium 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 affect the rights, privileges and duties of the Declarant
or the Developer; and

WHEREAS, the Board has determined that the amendments made herein
do not pertain to provisions of the Condominium Declaration which
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 unanimous vote of all Board members and 3/4 of
all unit owners at a meeting called for that purpose as provided
in the Declaration; and

WHEREAS, prior to the recording of this First Amendment, notice
has been given to all first mortgage holders of record.

NOW, THEREFORE, the 4121-25-29 WEST 93rd PLACE CONDOMINIUM
ASSOCIATION, an Illinois not-for-profit corporation, being the
corporation formed under the By-Laws for the management of the
CONDOMINIUM ASSOCIATION, hereby declares that the Declaration be
and is hereby amended as follows:

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- A. ARTICLE IX of the Condominium Declaration entitled "SALE, LEASING OR OTHER ALIENATION", Section 1. "SALE OR LEASE" is hereby deleted and in its place instead the following Sections 1. and 1.A. are hereby passed, adopted and incorporated.

ARTICLE IX

SALE, LEASING OR OTHER ALIENATION

1. Sale Any unit owner other than the trustee who wishes to sell his unit ownership shall give to the Board, not less than thirty (30) days prior, written notice of his intent to sell and subsequently, the terms of any contract to sell entered into, subject to the Board's option as set forth hereinafter together with a copy of such contract, the name, address, and financial and character references of the proposed purchaser and such other information concerning the proposed purchaser as the board may reasonably require. The members of the Board 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 of contract. If said option is not exercised by the Board within thirty (30) days, the unit owner may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, proceed to consummate the sale of such unit ownership to the proposed purchaser named in such notice upon the terms specified therein. If the unit owner fails to close said proposed sale transaction within said ninety (90) days, the unit ownership shall again become subject to the Board's right of first refusal as herein provided.

1.A. Limitations on Leasing No lease for any unit or garage space shall be made by any unit owner except upon the terms and conditions as set forth in this Section;

- a) No garage unit may be leased to any person other than an owner, occupant or resident of another condominium unit in the premises.
- b) No unit may be leased by a unit owner, except to the immediate family of the condominium unit owner, including and limited to children, parents and grandchildren, except with the prior approval of the board, and except upon good cause shown to the Board that the inability of the owner to lease the unit will constitute hardship. Further, all such leases shall be in writing in a form prescribed by or approved by the Board, and shall contain specific provision that the lessee thereunder shall be bound by and subject to all of the obligations, by-laws and rules and regulations in force at the time of such lease or thereafter properly promulgated. All such leases shall be for a period of not less than six (6) months, nor more than one (1) year. The Board, in its discretion, may require an interview and investigation of any prospective

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tenant prior to the execution of such lease, and shall, in the Board's sole discretion, have a right to approve the said proposed lease arrangement and the proposed tenant. Any unit owner violating any term or provision of this Section shall be subject to a fine of not more than \$100.00 per day to be assessed by the Board after three (3) days' written notice of said violation. In all circumstances, the unit owner making a lease shall not be relieved thereby of any of the unit owner's obligations under the terms and provisions of the Declaration, By-Laws or any Rules and Regulations.

B. ARTICLE XVII of the Condominium Declaration entitled "COVENANTS AND RESTRICTONS AS TO USE AND OCCUPANCY", Section 8. "PETS, ETC." is hereby deleted, and in its place instead the following Section 8. is hereby passed, adopted and incorporated.

ARTICLE XVII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

8. Pets, etc. No animals shall be raised, bred or kept in any unit or the common elements including but not limited to dogs and cats.

Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the 4121-25-29 W. 93rd PLACE CONDOMINIUM ASSOCIATION has caused this instrument to be signed and sealed by its president and attested by its treasurer, and has set its hand and seal thereon, all done in Oak Lawn, Illinois, on this 12th day of August, 1992.

4121-25-29 W. 93rd PLACE CONDOMINIUM ASSOCIATION

By: George D. McAndrew
President

ATTEST:

By: Robert L. Roule
Treasurer

By: Anthony P. Jayne V.P.

By: Mary Coatuara

By: Shirley A. Lanning

By: Mary Buben

By: Peter Apple

By: Eleanor Bausse-Sire

By: John L. ...

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WHEREAS, the Trustee is the legal title holder of the following described real estate in Oak Lawn, Illinois, legally described as:

Lot 3 in Wiegel and Killgallen's Crawford Gardens Unit Number 5, being a subdivision of part of the north 468 feet of the south east 1/4 of the south east 1/4 of Section 3, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

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but is not

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Mr. George D. McAndrews
4121 W. 93rd Place
Oak Lawn, IL 60453

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