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AMENDMENT TO THE DECLARATION  
OF CONDOMINIUM OWNERSHIP OF  
EAGLE RIDGE CONDOMINIUM  
UNIT III VILLAGE OF ORLAND  
PARK, COOK COUNTY, ILLINOIS  
DOCUMENT NO. 92-702267

96054102

COOK COUNTY  
RECORDER  
JESSE WHITE  
BRIDGEVIEW OFFICE

BOX 360

Pursuant to the provisions  
of the Illinois Condominium Act  
and the provisions of the  
Declaration of Condominium  
Ownership recorded September  
22, 1992 as Document No. 92-  
702267 in the Recorder's Office  
of Cook County, Illinois; and,

01/10/96

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Pursuant to the affirmative vote of all of the Board Members of the  
Eagle Ridge Villas III Association and two-thirds (2/3) of the members of  
said Eagle Ridge Villas III Association, the following Amendments to the  
original Declaration of Condominium Ownership are hereby adopted:

ARTICLE IX, Subsection 1 shall be amended to read as follows:

1. Sale and Lease Restriction. Any unit owner other than the  
Developer 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 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 of contract.  
If said option is not exercised by the Board within said 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.

Occupancy of any unit in this development shall be restricted to  
the legal titleholder (s) of said unit. No leasing or other type  
of occupancy arrangement shall be permitted. No lease, sub-lease,  
partial sub-lease or other occupancy arrangement will be permitted.

ARTICLE IX, Subsection 9 shall be amended to read as follows:

9. Title and Acquired Interest. Unit ownership or interests  
therein acquired pursuant to the terms of this Article shall be  
held of record in the name of the Board and their successors in

\$ 27.00

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office, or such nominee as they shall designate, for the benefit of all the unit owners. Said unit ownerships or interests therein shall be sold by the members of the Board in such manner as the Board shall determine without complying with the foregoing provisions relating to the Board's right of first refusal. All proceeds of any such sale shall be deposited in the maintenance fund and credited to each unit owner in the same proportion in which the Board could levy a special assessment under the terms of Section 8(a) of this Article.

ARTICLE IX, Subsection 10 shall be amended to read as follows:

10. Exceptions to Board's Right of First Refusal. The Board's right of first refusal as provided in Sections 1, 2, and 3 of this Article IX shall not apply to any sale, gift, devise or transfer by the developer, or by any corporation, trust or other entity when the original unit owner or persons having at least majority control of said unit owner are in control of the transferee, or resulting from statutory merger or consolidation, or between co-owners of the same unit, or any one or more of them, or to any trustee of a trust, the sole beneficiary or beneficiaries of which are the unit owner, the spouse or lawful child of the unit owner, or any one or more of them, or from any trustee of a trust to any one or more of the beneficiaries thereof. Notwithstanding anything to the contrary in this Declaration, the Board's right of first refusal as contained in this Declaration shall not impair the rights of a first mortgagee to: (a) foreclose or take title to a condominium unit pursuant to the remedies provided in the mortgage; or (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or (c) sell a unit acquired by the mortgagee. All rights inuring to the Developer under this Declaration and By-laws shall also inure to its successors and assigns.

ARTICLE IX, Subsection 11 shall be amended to read as follows:

11. Miscellaneous. If a proposed sale, devise or gift of any unit ownership is made by any unit owner, after compliance with the foregoing provisions, the purchaser, devisee, or donee thereunder shall be bound by and be subject to all of the obligations of such unit ownership as provided in this Declaration. If any sale, devise or gift of a unit ownership is made or attempted by any unit owner without complying with the foregoing provisions, such sale, devise or gift shall be subject to each and all of the rights and options of the Board hereunder and each and all of the remedies and actions available to the Board hereunder or at law or in equity in connection therewith. The foregoing provisions with respect to the Board's right of first option as to any proposed sale, devise or gift shall be and remain in full force and effect until the property as a whole shall be sold or removed from the provisions of the Act, as provided in the Act, unless sooner rescinded or amended by the unit owners in the manner herein provided for amendments of this Declaration. The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the same.

ARTICLE XVII, Subsection 1 shall be amended to read as follows:

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1. General Use. No part of the property shall be used for other than housing by the unit owner (s) and related common purposes for which the property was designed. Each unit or any two or more adjoining units, used together, shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the common elements separating any two or more adjoining units used together as aforesaid may be altered to afford ingress and egress to and for such adjoining units in such manner and upon such conditions as shall be determined by the Board in writing.

The above amendments, having been duly adjusted and approved by the Board members of the Eagle Ridge Villas III Association, and two-thirds (2/3) of the members of said Association, are hereby incorporated by reference into the original Declaration of Condominium Ownership dated August 26, 1992 and recorded in the Recorder's Office of Cook County, Illinois, on September 22, 1992 as Document No: 92-702267, affecting the development parcel on the attached Rider, which original Declaration of Condominium Ownership shall remain in full force and effect except as amended herein.

IN WITNESS WHEREOF, the President and Secretary of the Eagle Ridge Villas III Association have affixed their signatures this 5th day of January, 1996.

EAGLE RIDGE VILLAS III ASSOCIATION

By: Grover J. Davis  
President

Attest: Judith A. Dykstra  
Secretary

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK    )

96054102

I, Henriette J. Veldman, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Grover J. Davis, President of Eagle Ridge Villas III Association, and Judith A. Dykstra, Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of January, 1996.

Henriette J. Veldman  
Notary Public



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## DEVELOPMENT PARCEL 1:

That part of the Southeast Quarter of Section 32; Township 36 North; Range 12 East of the Third Principal Meridian described as follows: Commencing at the Northeast corner of the said Southeast Quarter of Section 32; thence South 0°-05'-34" East along the East line of the said Southeast Quarter of Section 32 for a distance of 1560.00 feet; thence South 89°-54'-26" West for a distance of 50.00 feet to the West line of 104th Avenue and the point of beginning; thence South 0°-05'-34" East along the said West line of 104th Avenue for a distance of 640.80 feet to a line lying 450.00 feet North of and parallel to the South line of the said Southeast Quarter of Section 32; thence North 89°-34'-54" West along the said line lying 450.00 feet North of and parallel to the Southeast Quarter of Section 32 for a distance of 544.63 feet to a line lying 594.63 feet West of and parallel to the said East line of the Southeast Quarter of Section 32; thence South 0°-05'-34" East along the said line lying 594.63 feet West of and parallel to the East line of the Southeast Quarter for a distance of 400.00 feet to the North line of 183rd Street; thence North 89°-34'-54" West along the North line of 183rd Street for a distance of 691.92 feet to the Easterly line of John Charles Drive; thence North 0°-25'-06" East along the Easterly line of John Charles Drive for a distance of 212.52 feet to a point of curvature; thence Northerly along the curved Easterly line of John Charles Drive, concave Westerly having a radius of 1202.72 feet for an arc distance of 255.43 feet to a point of tangency; thence North 11°-45'-00" West along the said Easterly line of John Charles Drive for a distance of 736.00 feet to the Southerly line of Eagle Ridge Drive; thence North 78°-15'-00" East along the said Southerly line of Eagle Ridge Drive for a distance of 601.24 feet to a point of curvature; thence Easterly along the curved Southerly line of Eagle Ridge Drive, concave Southerly, having a radius of 404.23 feet for an arc distance of 315.72 feet to a point of tangency; thence South 57°-00'-00" East along the said Southerly line of Eagle Ridge Drive for a distance of 296.87 feet to a point of curvature; thence Easterly along the curved Southerly line of Eagle Ridge Drive, concave Northerly, having a radius of 366.60 feet, for an arc distance of 211.74 feet to a point of tangency; thence North 89°-54'-26" East along the Southerly line of Eagle Ridge Drive for a distance of 67.98 feet to the point of beginning; all in Cook County, Illinois.

## DEVELOPMENT PARCEL 2:

The North 400.00 feet of the South 450.00 feet of the West 544.60 feet of the East 594.60 feet of the Southeast Quarter of Section 32, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Numbers: 27-32-301-007 27-32-301-009

## This Instrument Prepared By:

Atty. Harry E. DeBruyn  
15252 S. Harlem Avenue  
Orland Park, IL 60462  
708-532-3223

# BOX 360

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