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Cook County Recorder 33.00

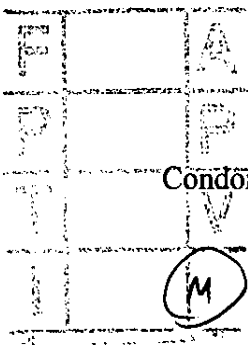
**FIRST AMENDMENT
TO THE
DECLARATION OF
CONDOMINIUM FOR
7631-33 N. BOSWORTH
CONDOMINIUM
ASSOCIATION**



MAIL TO
NICKOLAS DALLAS
ATTORNEY AT LAW
8415 KARLOV AVENUE
SKOKIE, ILLINOIS 60076-2102

WHEREAS, the Board of Directors and the Unit Owners of the 7631-33 N. Bosworth Condominium Association, an Illinois condominium association, desire to promote and protect the co-operative aspect of ownership and to further enhance and perfect the value, desirability and attractiveness of the property; and

WHEREAS, pursuant to the Illinois Condominium Property Act, Chapter 765, Sections 605/17 and 605/27 Illinois Compiled Statutes, and Article XIII - "PROVISION", Section A - "Amendment", of the Declaration of Condominium, and Article VII of the By-Laws of 7631-33 N. Bosworth Condominium Association, the Board and Unit Owners retain the right to make amendments to the Declaration of Condominium Ownership and By-Laws, or to correct errors or omissions therein; and



WHEREAS, the Declaration of Condominium for the 7631-33 N. Bosworth Condominium Association was recorded in the Office of the Recorder of Deeds of Cook

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as Document Number 97843077 and therein submitted the following described real estate in the City of Chicago, County of Cook and State of Illinois, to the Illinois Condominium

Property Act, to wit:

Units (1-N, 2-N, 3-N, 1-S, 2-S, and 3-S) in the 7631-33 North Bosworth Condominium, as delineated on a Survey of the following described real estate:

Lot 51 in Germnaia Addition to Evanston, said Addition being a Subdivision of part of the South 1/2 of the Northwest Financial Fractional 1/4 of Section 29 North of the Indian Boundry Line, in Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

which Survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document No. 97843077, together with their undivided percentage interest in the Common Elements, all in Cook County, Illinois.

PERMANENT INDEX NOS: 11-29-106-022-1001, 1002, 1003, 1004, 1005, & 1006.

NOW, THEREFORE, pursuant to the power reserved in Article XIII, Section A of the Declaration of Condominium, Article VII of the By-Laws, and the Illinois Condominium Property Act, Chapter 765, Sections 605/17 and 605/27 of the Illinois Compiled Statutes, the Board of Directors and the Unit Owners of the 7631-33 N. Bosworth Condominium Association hereby amend the Declaration of Condominium and the By-Laws, including prior Amendments, if any, in the following respects:

- 1. Definitions. Terms used herein, if not otherwise defined, shall have the same meanings assigned to them in the Declaration of Condominium and the Illinois Condominium Property Act, as amended. Specifically, the terms "Unit", "Common Element", and "Limited Common Element" shall be defined, construed and interpreted in

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conformity with the Illinois Condominium Property Act, Sections 605/2 and 605/4.1, of the Illinois Revised Statutes.

2. Amendment to Declaration Purposes. The Declaration of Condominium Ownership Introductory or Purposes Section is amended to include an additional paragraph immediately after the last paragraph which begins "WHEREAS", and just before the paragraph that begins "NOW, THEREFORE", as follows:

WHEREAS, the Board of Directors and the Unit Owners, in furtherance of promoting and protecting the co-operative aspects of condominium ownership and enhancing and perfecting the value, desirability and attractiveness of the Property, and to limit use by solely non-resident owners of the Property for investment or profit making purposes, desire to prohibit the leasing or subleasing of all the Units located on the Property.

3. Sale, Leasing or Other Alienation. The Declaration of Condominium shall have added to it an Article XIV, which shall be in such form and language as follows:

XIV. LEASING (RENTAL) OF UNITS PROHIBITED

Each Unit Owner shall occupy and use such unit as a private dwelling for himself and/or his immediate family, subject to the restrictions and conditions contained in these declarations:

(1) Renting or leasing of units is prohibited, except as hereinafter provided.

To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may, but is not required to, grant permission to a Unit Owner to lease his unit one time to a specified lessee for a period of not less than six (6) months nor more than one (1) year on such other reasonable terms as the Board may establish. The Board of Directors may grant such permission only upon the written application by the Unit Owner to the Board. The Board of Directors shall respond to each application in writing within thirty (30) days of the submission thereof. Failure of the Board to respond within thirty (30) days from the submission date shall constitute an approval of the rental application. Subject to approval of the Board of Directors, a lease may be extended for a single period of one (1) year. All requests for extension of an original lease shall also be submitted to the Board of

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Directors in the same manner as set forth above for the original application. The Board of Directors has sole and complete discretion to approve or reject any Unit Owner's application for a lease or extension of a lease; provided however, that in no event shall any Unit Owner be permitted to lease or rent such unit for more than twenty-four (24) consecutive months. The Board's decision shall be final and binding. A Unit Owner shall not be eligible to file an application for unit rental until such time as the Owner has occupied the Unit for a period of not less than five (5) years.

(2) Any and all leases in force at the date of adoption of this Amendment shall terminate on the lease expiration date therein set forth.

(3) The provisions of Paragraphs (1) and (2) shall not apply to the rental or leasing of units to the immediate family members of the Unit Owner.

(4) A unit may not under any circumstances be subleased.

(5) 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 subject to the terms of the Declaration and any failure by the lessee to comply with the terms of said Declaration shall be a default under the lease.

(6) If a proposed lease of any unit is made after compliance with the foregoing provisions, a copy of the lease as and when executed shall be furnished by such lessor to the Board, and the lessee thereunder shall be bound by and be subject to all of the obligations of the owner with respect to such unit as provided in this Declaration, and the lease shall expressly so provide. The person making any such lease shall not be relieved thereby from any of his obligations hereunder. By filing an action jointly against the Unit Owner and the Lessee, the Association may seek to enjoin a lessee from occupying a unit or seek to evict a lessee under the provisions of Article IX of the Illinois Code of Civil Procedure for failure of the Lessor-Unit Owner to comply with the leasing requirements contained in this Declaration, the By-Laws, and Rules and Regulations.

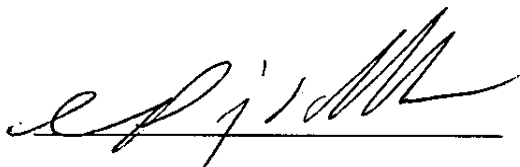
4. Continuation and Severability. Except as specifically amended hereby, or by amendments, prior to this date, of the Declaration of Condominium, or Amendments to the Illinois Condominium Property Act which have direct application, the original

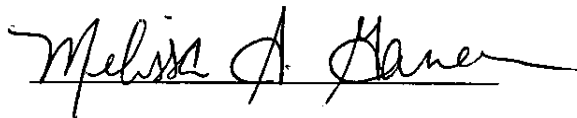
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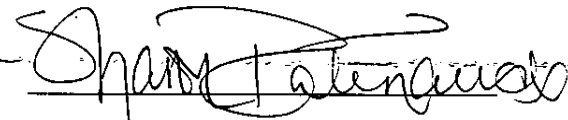
Declaration of Condominium and By-Laws shall remain in full force and effect. If any provision of this Amendment, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, void or illegal, the validity of the remainder of this Amendment and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby, and such other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Directors acknowledge and approve the above and foregoing Amendment, by unanimous vote, which is signified by their signatures, which they have caused to be affixed hereto on this 10th day of December, 2000.

FOR THE BOARD OF MANAGERS:







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Melissa A. Hauer
Unit No. 1-N

7633

Shirley Patenaude
Unit No. 2-N

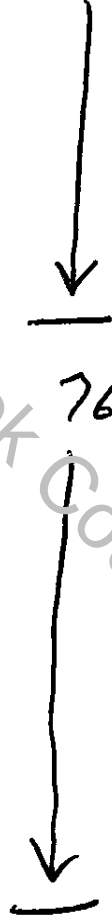
Cynthia J. Jones
Unit No. 3-N

7631

Unit No. 1-S

[Signature]
Unit No. 2-S

Moshe Barak
Unit No. 3-S



PROPERTY
COOK COUNTY Clerk's Office

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that all of the above and foregoing unit owners, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 10th day of December, 2000.



[Signature]
Notary Public

I, Melissa A. Garner, Secretary of the Board of Directors of the 7631-33 N. Bosworth Condominium Association, do hereby certify that I mailed a copy of this Amendment by Certified Mail to all mortgagees having bona fide liens of record against a Unit or Ownership not less than ten (10) days prior to the date affixed hereto.



[Signature]

Subscribed and Sworn to Before Me this 30th day of JANUARY, 2001.

[Signature]
Notary Public

Prepared By:
Nickolas Dallas, P.C.
Attorney Number 24304
8415 Karlov Avenue
Skokie, Illinois 60076-2102
(847) 982-0172

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Property of Cook County Clerk's Office

OFFICIAL SEAL
SUZANNE V. DALLAS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/30/2025