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**SECOND AMENDMENT TO
DECLARATION OF
CONDOMINIUM OWNERSHIP
AND EASEMENTS,
RESTRICTIONS, COVENANTS
AND BY-LAWS FOR 914
WAVELAND CONDOMINIUM
ASSOCIATION**

0010750455

6990/0100 21 001 Page 1 of 5
2001-08-15 14:03:05
Cook County Recorder 29.00



**THIS SECOND AMENDMENT TO
DECLARATION** ("Second
Amendment made and entered into by

the Board of Directors of 914 Waveland Condominium Association, by and through its President
(the "Board").

WITNESSETH:

WHEREAS, by the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and Bylaws for 914 Waveland Condominium Association recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 25-766173 (the "Declaration:), the Trustee submitted certain real estate to the Condominium Property Act of the State of Illinois (the "Act"), said Condominium being known as 914 Waveland Condominium (the "Condominium"); and

WHEREAS, the Board amended the Declaration pursuant to that certain First Amendment to Declaration (the "First Amendment") recorded on AUGUST 15, 2001
_____ in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 001075045.

WHEREAS, the Board desire, pursuant to Section 31 of the Act, to further amend the Declaration to make certain substitutions in and corrections to the Declaration, as set forth below:



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NOW, THEREFORE,

1. Capitalized terms used in this Second Amendment shall have the same meaning as ascribed to them in the Declaration, except to the extent they are amended or otherwise defined in this Second Amendment.

2. Article VII Section (e) is hereby deleted in its entirety and the following is inserted in its place and stead:

Owners shall not cause or permit anything to be placed on the outside walls of the building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to, or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

3. Article VII Section (f) of the Declaration is hereby deleted in its entirety and the following is inserted in its place and stead:

(f) In order to insure proper operation, any equipment installed by any Owner in any Unit shall comply both as to type of equipment and as to plumbing and electrical installation with minimum standards specified by rules and regulations from time to time made by the Board. No clothes washers or clothes dryers shall be allowed in any Unit. In order to enhance the soundproofing of the Building, except for kitchens and bathrooms, seventy-five percent (75%) of the floors of each Unit shall be covered with carpet. Floor coverings for the kitchen and bathroom shall meet the minimum standards set by the Board.

4. Article VIII Section 1 Sale or Lease is hereby deleted in its entirety and the following is inserted in its place and stead:

1a. Sale. Any Owner 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 (together with a copy thereof) entered into subject to the Board's option as set forth hereinafter, 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 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 contract. If said option is not exercised by the Board within thirty (30) days, the 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. After said ninety (90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.

1b. Lease. Except as otherwise provided herein, a Unit Owner's right to lease his Unit or cause it to be occupied by a person other than a Unit Owner or his immediate family is subject to the limitations set forth in this provision:

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i. Unit Owners that are leasing their Unit must deliver true and correct copies of the leases to the Board. Any Unit Owner that delivers such lease to the Board, prior to the recording of this Second Amendment, shall be permitted to continue to lease the Unit through the term of the lease, as set forth therein. After the recording of this Second Amendment, said Unit Owners may continue to lease their Unit, after the expiration of the term of the lease delivered to the Board, if a new lease is signed for the Unit within sixty (60) days of the expiration of the lease term, and such new lease contains the provision of Sect. iv below.

ii. Upon the expiration of any of the leases (including the sixty (60) days period to re-let), delivered to the Board, prior to the recording of this Second Amendment, and further, at such time as there are three (3) or fewer units subject to lease, then, thereafter, no more than three (3) Units shall be subject to lease, at any period of time. A Unit shall be a Leased Unit and continue to be a Leased Unit even if the term of the lease has expired, if such Leased Unit becomes subject to a new lease within sixty (60) days of the expiration of the term of said lease.

iii. Should a Unit Owner wish to lease his/her Unit, the Unit Owner must notify the Board of the intention to lease thirty (30) days prior to entering any lease. If there are less than three (3) Leased Units at the time the request is made, then the Board shall permit the Unit Owner to lease the Unit subject to the provisions of Sect. iv below. If there are three (3) Leased Units at the time of notice to the Board, then until the lease with the earliest termination date has expired (including the sixty (60) day period to re-let the Leased Unit), the requesting Unit Owner shall not be permitted to lease the Unit, until such time as there are less than three (3) Leased Units. If more than one (1) Unit Owner gives notice to the Board, the first request delivered to the Board shall be given priority.

iv. In order to be a Leased Unit, as permitted hereunder, the lease must be for a term of at least one (1) year, and shall also provide that the Lessee shall comply with the by-laws, the rules and regulations of the Board, and the terms and conditions of the condominium documents encumbering the Unit, all as may be amended from time to time.

v. Notices given under iii above shall remain in force for sixty (60) days from delivery to the Board.

5. Except as expressly modified by this Second Amendment, and except where inconsistent with this Amendment, the Declaration shall remain unmodified and in full force and effect in accordance with its terms.

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IN WITNESS WHEREOF, the Board by and through its President have caused this Amendment to be executed this 2nd day of July, 2001.

914 Waveland Condominium Association
Board of Directors

By: [Signature]
Its: President

STATE OF ILLINOIS)
)ss
COUNTY OF COOK)

On this 2nd day of July, 2001, personally appeared before me, Ronald A Tash a Notary Public, Daniel P. Araujo, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that s/he executed the instrument in his/her capacity and within his/her authority as President of 914 Waveland Condominium Association Board of Directors.

[Signature]
Notary Public



THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING MAIL TO:
Ronald A. Tash, Esq.
RONALD A. TASH, LTD.
670 N. La Salle Street
Suite 670
Chicago, Illinois 60610

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EXHIBIT A
TO
SECOND AMENDMENT OF
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
914 WAVELAND CONDOMINIUM

PROPERTY IDENTIFICATION NUMBERS

<u>Unit Number</u>	<u>Property Identification Number</u>
914-1	14-20-221-041-1001
914-2	14-20-221-041-1002
914-3	14-20-221-041-1003
916-1	14-20-221-041-1004
916-2	14-20-221-041-1005
916-3	14-20-221-041-1006
918-1	14-20-221-041-1007
918-2	14-20-221-041-1008
918-3	14-20-221-041-1009
920-1	14-20-221-041-1010
920-2	14-20-221-041-1011
920-3	14-20-221-041-1012
3707-1	14-20-221-041-1013
3707-2	14-20-221-041-1014
3707-3	14-20-221-041-1015

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