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Cook County Recorder 36.00

**FIRST AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP AND OF
EASEMENTS, RESTRICTIONS AND
COVENANTS FOR INNISBROOK I
CONDOMINIUM ASSOCIATION**

The First Amendment to Declaration of
Condominium Ownership and of Easements,
Restriction and Covenants for Innisbrook I
Condominium Association (the "Declaration"),
made and entered into this 14th day of
JANUARY, 2003, by the Board of
Directors of the Innisbrook I Condominium
Association (the "Board").

WITNESSETH

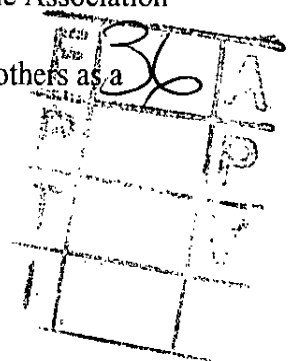
The Board administers the property of the
Innisbrook I Condominium, Chicago, Illinois,
pursuant to the Declaration of Condominium Ownership and of Easements, Restrictions and
Covenants for the Innisbrook I Condominium (the "Declaration") for the property legally
described on Exhibit A attached to and made a part of this First Amendment to the Declaration.

The Declaration, dated on or about the sixteenth (16th) day of January, 1973, was
originally recorded in Cook County, Illinois, as Document No. 22199542, thus creating the
Innisbrook I Condominium; and

The Board and the Unit Owners desire to amend the Declaration to make the Association
as a residential condominium by prohibiting, prospectively, the leasing of units to others as a

This Instrument Prepared By and
After Recording Returned To:
George J. Hennig
5944 W. Montrose
Chicago, IL 60634

RECORDING FEE
DATE 2/2/03
OK BY [Signature]
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regular practice of business, speculative, or other similar purposes; but to permit leases for hardship exceptions and for prior investor owners; and

Section 27(a) of the Illinois Condominium Property Act provides that the Declaration may be amended by the affirmative vote of two-thirds (2/3) of the ownership interest in the common elements and that the Amendment shall be effective upon recordation; and

The Amendment set forth below has been approved by the Unit Owners pursuant to the Affidavit attached hereto, made a part hereof, and marked as Exhibit B.

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

1. Article VIII, Section 1 is hereby deleted in its entirety and the following is substituted in its stead and place"

"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 (30) day period and at anytime 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 therein.

(b) It is the intent of Subsection (a) above that the Owner or contractor purchaser of each unit in the Association shall occupy and use such Unit as a private dwelling for his or her immediate family, and for no other purpose, including business purposes. The "immediate family" of a Unit Owner or contract purchaser shall mean a spouse, child, stepchild, sibling or parent. Unit Owners who are leasing their Units on the effective date of Amendment may continue to lease for the period of ownership for that particular Owner.

(c) To avoid undue hardship, the Board may grant permission to other Owners to lease his or her Unit once to a specified lessee for a period of not more than one (1) year; unless upon a showing of continual hardship by the Owner, the Board may permit additional or renewal leases of a Unit for periods of one (1) year each.

(d) To lease a Unit or obtain a lease extension, an Owner (including contract purchasers) must submit a written application to the Board. The application must contain facts showing the hardship to justify the lease. The Board shall respond to each

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application within thirty (30) days by granting or denying the lease application, or exercising the right of first option in the manner described in Subparagraph (e). The Board has the sole discretion to approve all applications for leases or lease extensions, and any decisions of the Board shall be binding upon the Unit Owner (or contract purchaser).

(e) Notwithstanding the provisions stated in Subparagraph (b) and (d), the Board shall have the first right and option to lease such Units upon the same terms as the proposed lease. To exercise such option, the Board must comply with the requirements set forth in Section 1(a) of this Article VIII.

2. All remaining provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Board and approving Unit Owners have duly executed this First Amendment on the day and year first above written.

**BOARD OF DIRECTORS OF
THE INNISBROOK I
CONDOMINIUM ASSOCIATION**

Thomas C. Brown - TREASURER

Piotr Dawiskiba

Paul Hill

Lefia Dydykter

Lana Frankowski

APPROVING UNIT OWNERS

By *Brian Spearman*, President,

Innisbrook I Condominium Association,
their Attorney-In-Fact

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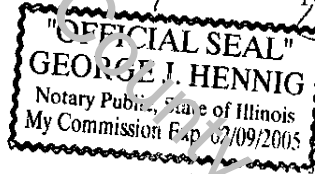
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, George J. Hennig, a Notary Public in and for the County and State aforesaid, do hereby certify that THOMAS SROMEK, PIOTR DIWISKI, BA, MAREK BAJERCZAK, TANIA FRANKOWSKI, _____, _____, and ZOFIA DYDYNISKA, personally known to me to be the same persons whose names are subscribed to the foregoing First Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Innisbrook I Condominium Association, as the Board of Directors of the Innisbrook I Condominium Association, appeared before me this day in person and acknowledged that they signed and delivered the said Amendment as their free and voluntary act and as the free and voluntary act of the Innisbrook I Condominium Association for the uses and purposes set forth therein.

Given under my hand and seal this 14th day of JANUARY, 2003.

George J. Hennig
Notary Public

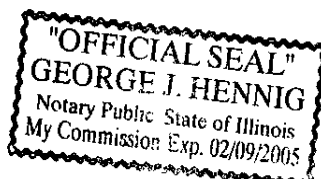


STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, George J. Hennig, a Notary Public in and for the County and State aforesaid, do hereby certify that BRIAN SPEARMAN, whose name is subscribed to the foregoing instrument as Attorney-In-Fact of the Approving Unit Owners, appeared before me this day in person and acknowledged that (s)he signed and delivered the First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Innisbrook I Condominium Association, as his/her own free and voluntary act as Attorney-In-Fact for the Approving Unit Owners consisting of voting members having at least two-thirds (2/3) of the total ownership in the common elements for the uses and purposes therein set forth.

Given under my hand and seal this 14th day of JANUARY, 2003.

George J. Hennig
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

Unit 101; Unit 102; Unit 103; Unit 104; Unit 105; Unit 106; Unit 107; Unit 108; Unit 109; Unit 110; Unit 111; Unit 112; Unit 113; Unit 114; Unit 115; Unit 116; Unit 117; Unit 118; Unit 201; Unit 202; Unit 203; Unit 204; Unit 205; Unit 206; Unit 207; Unit 208; Unit 209; Unit 210; Unit 211; Unit 212; Unit 213; Unit 214; Unit 215; Unit 216; Unit 217; Unit 218; Unit 301; Unit 302; Unit 303; Unit 304; Unit 305; Unit 306; Unit 307; Unit 308; Unit 309; Unit 310; Unit 311; Unit 312; Unit 313; Unit 314; Unit 315; Unit 316; Unit 317; Unit 318; as delineated on survey of that part of Lot 4 in Albert Schorsch Son's Catherine Courts Tract No. 1 in the North half of the Southeast quarter of the Northwest quarter of Section 11, Township 40 North, Range 12 East of the 3rd Principal Meridian, described as follows: commencing at the Northeast corner of Lot 1 in said Albert Schorsch Son's Catherine Courts Tract No. 1; thence West along the North line of said Lot 1 and the North line of Lot 3 in said subdivision 965.76 feet; thence South 468.26 feet to the point of beginning of land to be described; thence South 159.0 feet to the South line of said Lot 4; thence North 89 degrees, 58 minutes West 309.40 feet to the Southwest corner of said Lot 4; thence North 1 degree, 38 minutes, 10 seconds East 158.98 feet; thence East 304.86 feet to the point of beginning, in Cook County Illinois.

Commonly known as: 5301-5317 North Delinia Avenue, Chicago, Illinois.

PIN Nos.:

12-11-119-020-1001	12-11-119-020-1022	12-11-119-020-1039
12-11-119-020-1002	12-11-119-020-1023	12-11-119-020-1040
12-11-119-020-1003	12-11-119-020-1024	12-11-119-020-1041
12-11-119-020-1004	12-11-119-020-1025	12-11-119-020-1042
12-11-119-020-1005	12-11-119-020-1026	12-11-119-020-1043
12-11-119-020-1006	12-11-119-020-1027	12-11-119-020-1044
12-11-119-020-1007	12-11-119-020-1028	12-11-119-020-1045
12-11-119-020-1008	12-11-119-020-1029	12-11-119-020-1046
12-11-119-020-1009	12-11-119-020-1030	12-11-119-020-1047
12-11-119-020-1010	12-11-119-020-1031	12-11-119-020-1048
12-11-119-020-1011	12-11-119-020-1032	12-11-119-020-1049
12-11-119-020-1012	12-11-119-020-1033	12-11-119-020-1050
12-11-119-020-1013	12-11-119-020-1034	12-11-119-020-1051
12-11-119-020-1014	12-11-119-020-1035	12-11-119-020-1052
12-11-119-020-1015	12-11-119-020-1036	12-11-119-020-1053

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12-11-119-020-1016	12-11-119-020-1020	12-11-119-020-1054
12-11-119-020-1017	12-11-119-020-1021	
12-11-119-020-1018	12-11-119-020-1037	
12-11-119-020-1019	12-11-119-020-1038	

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AFFIDAVIT

STATE OF ILLINOIS)
) SS.
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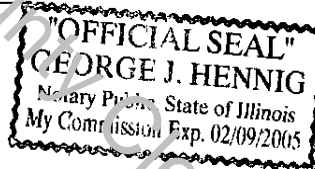
I, Brian Spearman, being duly sworn on oath state as follows:

1. I am the duly elected and qualified President of the Innisbrook I Condominium Association.
2. On the 14th day of JANUARY, 2003 at a duly noticed meeting of Unit Owners of the Innisbrook I Condominium Association, the Amendment herein was adopted by at least two-thirds (2/3) of the unit ownership of the common elements.

By Brian Spearman, President

Signed and sworn to before me
this 14th day of JANUARY, 2003

George J. Hennig
Notary Public



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**FIRST AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP AND OF
EASEMENTS, RESTRICTIONS AND
COVENANTS FOR INNISBROOK I
CONDOMINIUM ASSOCIATION**

The First Amendment to Declaration of
Condominium Ownership and of Easements,
Restriction and Covenants for Innisbrook I
Condominium Association (the "Declaration"),
made and entered into this 14th day of
JANUARY, 2003, by the Board of
Directors of the Innisbrook I Condominium
Association (the "Board").

WITNESSETH

The Board administers the property of the
Innisbrook I Condominium, Chicago, Illinois,
pursuant to the Declaration of Condominium Ownership and of Easements, Restrictions and
Covenants for the Innisbrook I Condominium (the "Declaration") for the property legally
described on Exhibit A attached to and made a part of this First Amendment to the Declaration.

The Declaration, dated on or about the sixteenth (16th) day of January, 1973, was
originally recorded in Cook County, Illinois, as Document No. 22199542, thus creating the
Innisbrook I Condominium; and

The Board and the Unit Owners desire to amend the Declaration to make the Association
as a residential condominium by prohibiting, prospectively, the leasing of units to others as a

**This Instrument Prepared By and
After Recording Returned To:
George J. Hennig
5944 W. Montrose
Chicago, IL 60634**

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regular practice of business, speculative, or other similar purposes; but to permit leases for hardship exceptions and for prior investor owners; and

Section 27(a) of the Illinois Condominium Property Act provides that the Declaration may be amended by the affirmative vote of two-thirds (2/3) of the ownership interest in the common elements and that the Amendment shall be effective upon recordation; and

The Amendment set forth below has been approved by the Unit Owners pursuant to the Affidavit attached hereto, made a part hereof, and marked as Exhibit B.

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

1. Article VIII, Section 1 is hereby deleted in its entirety and the following is substituted in its stead and place"

"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 (30) day period and at anytime 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 therein.

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(c) To avoid undue hardship, the Board may grant permission to other Owners to lease his or her Unit once to a specified lessee for a period of not more than one (1) year; unless upon a showing of continual hardship by the Owner, the Board may permit additional or renewal leases of a Unit for periods of one (1) year each.

(d) To lease a Unit or obtain a lease extension, an Owner (including contract purchasers) must submit a written application to the Board. The application must contain facts showing the hardship to justify the lease. The Board shall respond to each

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application within thirty (30) days by granting or denying the lease application, or exercising the right of first option in the manner described in Subparagraph (e). The Board has the sole discretion to approve all applications for leases or lease extensions, and any decisions of the Board shall be binding upon the Unit Owner (or contract purchaser).

(e) Notwithstanding the provisions stated in Subparagraph (b) and (d), the Board shall have the first right and option to lease such Units upon the same terms as the proposed lease. To exercise such option, the Board must comply with the requirements set forth in Section 1(a) of this Article VIII.

2. All remaining provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Board and approving Unit Owners have duly executed this First Amendment on the day and year first above written.

BOARD OF DIRECTORS OF THE INNISBROOK I CONDOMINIUM ASSOCIATION

Roman C. Bromm - TREASURER

Piotr Dawiskiba

Paul Hill

Lofia Dydykter

Lana Franko

APPROVING UNIT OWNERS

By Brian Spearman

, President,
Innisbrook I Condominium Association,
their Attorney-In-Fact

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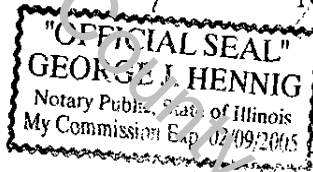
STATE OF ILLINOIS)
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I, GEORGE J. HENNIG, a Notary Public in and for the County and State aforesaid, do hereby certify that THOMAS SROMEK, PIOTR DEWISKI BN, MAREK BAJERCZAK, TANIA FRANKOWSKI, _____, _____, and ZOFIA DYDYNISKA, personally known to me to be the same persons whose names are subscribed to the foregoing First Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Innisbrook I Condominium Association, as the Board of Directors of the Innisbrook I Condominium Association, appeared before me this day in person and acknowledged that they signed and delivered the said Amendment as their free and voluntary act and as the free and voluntary act of the Innisbrook I Condominium Association for the uses and purposes set forth therein.

Given under my hand and seal this 14th day of JANUARY, 2003.

George J. Hennig
Notary Public

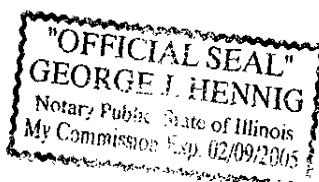
STATE OF ILLINOIS)
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COUNTY OF COOK)



I, GEORGE J. HENNIG, a Notary Public in and for the County and State aforesaid, do hereby certify that BRIAN SPEARMAN whose name is subscribed to the foregoing instrument as Attorney-In-Fact of the Approving Unit Owners, appeared before me this day in person and acknowledged that (s)he signed and delivered the First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Innisbrook I Condominium Association, as his/her own free and voluntary act as Attorney-In-Fact for the Approving Unit Owners consisting of voting members having at least two-thirds (2/3) of the total ownership in the common elements for the uses and purposes therein set forth.

Given under my hand and seal this 14th day of JANUARY, 2003.

George J. Hennig
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

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Property of Cook County Clerk's Office

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AFFIDAVIT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Brian Spearman, being duly sworn on oath state as follows:

1. I am the duly elected and qualified President of the Innisbrook I Condominium Association.
2. On the 14th day of JANUARY, 2003 at a duly noticed meeting of Unit Owners of the Innisbrook I Condominium Association, the Amendment herein was adopted by at least two-thirds (2/3) of the unit ownership of the common elements.

By Brian Spearman, President

Signed and sworn to before me
this 14th day of JANUARY, 2003

[Signature]
Notary Public

