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Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 09/07/2004 03:31 PM Pg: 1 of 5

**AMENDMENT TO THE
DECLARATION OF
CONDOMINIUM
OWNERSHIP**

For Colfax Terrace Townhouse
Condominium Association

This Declaration is the First Amendment to the Declaration of Condominium Ownership for Colfax Terrace Townhouse Condominium Association and this First Amendment to said Declaration is made and entered into this 10th day of APRIL, 2004.

WHEREAS, by Declaration of Condominium recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 23533837 on June 24, 1976 the Declarant submitted certain real estate to the provisions of the Illinois Condominium Property Act which real estate is legally described as follows:

Units 1904, 1904-A, 1904-B, 1904-C, 1908, 1908-A, 1908-B, and 1908-C as delineated on the survey of the following described parcel of real estate:

Lots 6 and 7 in Block 12 in North Evanston, in Section 12, township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, which said survey is attached as Exhibit A to the Declaration of Condominium Ownership made by the Colfax Terrace Townhouse Condominium Association, and recorded in the office of the Cook County Recorder of Deeds as Document No. 23533837.

Permanent Index Number(s): 10-12-309-077-1001, 10-12-309-077-1002, 10-12-309-077-1003, 10-12-309-077-1004, 10-12-309-077-1005, 10-12-309-077-1006, 10-12-309-077-1007 and 10-12-309-077-1008

Address of Real Estate: 1904-1908 Colfax Street, Evanston, Illinois 60201

WHEREAS, the Unit Owners wish to amend said Declaration in order to establish, for its own benefit and the benefit of all future owners or occupants of the property, the proper use, conduct, and maintenance thereof, and

WHEREAS, the Unit Owners of Colfax Terrace Townhouse Condominium Association as affirmed by its Board of Directors does hereby amend its declaration in the following respect:

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Amendment to the Declaration of Condominium and Bylaws of Colfax Terrace Townhouse Condominium Association recorded June 24, 1976 in Cook County, Illinois as Document No. 23533837 as amended from time to time

AFFECTS PIN AS - 10-12-309-677 - 1001 - 1008

The following is a true and complete copy of the amendment to the Declaration of Condominium and Bylaws approved by a majority of the Unit Owners in writing, such written consent affirmed by the Board of Directors of Colfax Terrace Townhouse Condominium Association at Evanston, Illinois this 20th day of April, 2004.

Lease by a Unit Owner - Leasing of Units to others as a regular practice for business, speculative, investment or other similar purposes is not permitted.

To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may grant permission to a Unit Owner to lease said unit to a specified lessee for a period of not less than six (6) consecutive months, nor more than twenty-four (24) consecutive months. The Unit Owner must make written application to the Condominium Board for permission to lease. Approval by the Condominium Board must be in writing.

Unit Owners who have been granted permission to lease as above but who require a temporary (additional) extension beyond the time period allowed, must make a request in writing to the condominium Board for the extension. Approval by the Condominium Board must be in writing and will not be granted more than one time to any Unit Owner for a period of time not to exceed twelve (12) consecutive months.

The owner(s) of any unit which is being leased at the time of this amendment to the Declaration will be allowed to continue to lease their Unit, and shall not be required to demonstrate undue hardship or practical difficulties to the board, until such time that the Unit Owner transfers ownership in any manner, or commences to re-occupy the Unit and subsequently wishes to lease the Unit. Upon re-occupation, such Owner must apply for permission to lease their unit in accordance with the terms outlined in this section.

Unit Owners who fail to observe the above leasing rules may incur a fine by the Board, as well as legal fees necessary to resolve the violation, against the Unit Owner.

Paragraph 19 of the Declaration is hereby amended to add to it the section entitled "Lease by a Unit Owner." All references to leasing of a Unit which were contained in Paragraph 19 entitled "Sale or Lease by a Unit Owner - First Option to Association" are stricken and superseded by this Amendment.

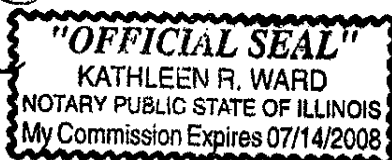
In Witness Whereof, the said Colfax Terrace Townhouse Condominium Association has caused this instrument to be signed by its duly authorized officers on its behalf, all done at Evanston, Illinois on this 20th day of April, 2004.

By *Eugene E. Matz*
President

*COOK COUNTY
STATE OF ILLINOIS
Signed & sealed before me
Kathleen R. Ward*

ATTEST:

Gail H. Nordman
Secretary



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AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR COLFAX TERRACE TOWNHOUSE CONDOMINIUM ASSOCIATION 1904-1908 COLFAX STREET, EVANSTON, ILLINOIS

19. Sale or Lease by a Unit Owner

- A. Sale - First Option to Association. If any Unit Owner shall desire at any time to sell his Unit, he shall first give the Association at least thirty (30) days prior written notice of the proposed sale, which notice shall state the name and address and financial and character references of the proposed purchaser and shall contain a copy of the proposed contract for sale. During the period of thirty (30) days following the receipt by the Association of such written notice, the Association shall have the first right at its option to purchase such Unit Ownership upon the same terms as the proposed sale described in such notice.

If the Association shall give written notice to such Unit Owner within said thirty (30) day period that it has elected not to exercise such option, or if the Association shall fail to give written notice to such Unit Owner within said thirty (30) day period that it does or does not elect to purchase such Unit Ownership upon the same terms as herein provided, then such Unit Owner may proceed to close said proposed sale on the same terms offered to the Association at any time within the next ninety (90) days thereafter; and if he fails to close said proposed sale within said ninety (90) days, his Unit Ownership shall again become subject to the Association's right of first option as herein provided.

If the Association shall give written notice to such Unit Owner within said thirty (30) day period of its election to purchase such Unit Ownership upon the same terms as the proposed sale described in said written notice to the Association, then such purchase by the Association shall be closed upon the same terms as such proposed sale.

The notices referred to herein shall be given in the manner hereinafter provided for the giving of notices.

The Board shall have the authority, on behalf of, and in the name of the Association, to elect not to exercise such option and to give written notice of such election. A certificate executed by the President or Secretary of the Association, certifying that the Association, by its Board, has elected not to exercise such option to purchase such Unit Ownership upon the terms of such proposed sale, shall be conclusive evidence of such election by the Association and of the compliance with the provisions hereof by the Unit Owner proposing to make such proposed sale. Such certificate shall be furnished to such Unit Owner upon his compliance with the provisions hereof.

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If the Board shall adopt a resolution recommending that the Association shall exercise its option to purchase such Unit Ownership upon the terms of such proposed sale, the Board shall promptly call a meeting of all of the Unit Owners for the purpose of voting upon such option, which meeting shall be held within said thirty (30) day period. If the Unit Owners owning not less than seventy-five per cent (75%) of the total ownership of the Common Elements, by affirmative vote at such meeting, elect to exercise such purchase, then the Board shall promptly give written notice of such election as herein provided. In such event, such purchase by the Association shall be closed and consummated, and for such purpose, the Board shall have the authority to make such mortgage or other financing arrangements, and to make such assessments proportionately among the respective Unit Owners, and to make such other arrangements as the Board may deem desirable in order to close and consummate such purchase of such Unit Ownership by the Association.

If the Association shall make any such purchase of a Unit ownership as herein provided, the Board shall have the authority at any time thereafter to sell such Unit Ownership on behalf of the Association upon such terms as the Board shall deem desirable, without complying with the foregoing provisions relating to the Association's right of first option, and all of the net proceeds or deficit therefrom shall be applied among all of the Unit Owners in such manner as the Board shall determine.

If any sale of a Unit Ownership is made or attempted by any Unit Owner without complying with the foregoing provisions, such sale shall be subject to each and all of the rights and options of the Association hereunder and each and all of the remedies and actions available to the Association hereunder.

The foregoing provisions with respect to the Association's right of first option as to any proposed sale 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 foregoing provisions.

The Board shall have the power and authority to bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for common expenses under the Act, or at a sale pursuant to an order or direction of a Court, or other involuntary sale, upon the consent or approval of Unit Owners owning not less than seventy-five per cent (75%) of the total ownership of the Common Elements. The Board shall have the power and authority to finance such purchase of a Unit by mortgage, common assessment, or any other financing arrangement that shall be deemed expedient.

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- B. Lease by a Unit Owner - Leasing of Units to others as a regular practice for business, speculative, investment or other similar purposes is not permitted.

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AFFECTS P.N #s - 10-12-309-077-1001
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 10-12-309-077-1004
 10-12-309-077-1005
 10-12-309-077-1006
 10-12-309-077-1007
 10-12-309-077-1008

AFTER RECORDING RETURN TO:
 KATHLEEN R WARD
 ATTY AT LAW
 1604 CENTRAL
 EVANSTON IL (60201)