

UNOFFICIAL COPY



Doc#: 0509006109
Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 03/31/2005 01:38 PM Pg: 1 of 3

AMENDMENT TO 3656 NORTH DAMEN CONDOMINIUM DECLARATION

THIS DOCUMENT is recorded for the purpose of amending the Declaration of Condominium for the 3656 North Damen Condominium Association hereinafter referred to as the 3656 North Damen Condominium Declaration, which Declaration was recorded as **Document No. 0500603057** on January 6, 2005. This amendment has been duly authorized and approved by **M.B. Development, LLC**.

WHEREFORE, page 18 of the Condominium Declaration of the 3656 North Damon is hereby amended by substituting the attached amended page 18 for the original page 18.

The above amendment affects the real property described as follows.

Permanent Index No.: 14-19-131-019-0000

LOT 1 IN THE SUBDIVISION OF THE EAST 173 FEET OF THE EAST 1/2 OF BLOCK 1 IN SELLER'S SUBDIVISION OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED JANUARY 6, 2005 AS DOCUMENT 0500603057, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME.

UNOFFICIAL COPY

IN WITNESS WHEREOF, the **M. B. Development, LLC**, by member **Michael Burke**, has caused its corporate seal to be affixed hereunto and caused their names to be signed in these presents this 31 day of March, 2005.

Michael Burke
Member of **M. B. Development, LLC**.

By: Michael Burke

STATE OF ILLINOIS)
) §
COUNTY OF COOK)

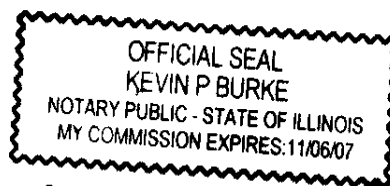
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named **MICHAEL BURKE, member of M. B. Development, LLC**, Declarant, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such **Michael Burke**, 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 Company for the uses and purposes therein set forth; act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31 day of March A.D. 2005.

Kevin P. Burke
Notary Public

My Commission Expires:

Prepared By: **Kevin P. Burke**
SMITH, HEMMESCH, BURKE & BRANNIGAN
11 East Adams Street
Suite 1400
Chicago, Illinois 60603



UNOFFICIAL COPY

10. Title to Acquired Interest. Units 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 office, or such nominee as they shall designate, for the benefit of all the Unit Owners. Said Units or interests therein shall be sold or leased 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 such sale and/or leasing 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.

11. 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, lease, gift, devise, or transfer by the trustee, its beneficiaries and/or the Developer, or by a mortgagee who has obtained title to unit ownership by foreclosure or deed in lieu of foreclosure, 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.

12. Rights of first Mortgagees. Any first mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or trust deed, foreclosure of the mortgage or trust deed or deed (or assignment) in lieu of foreclosure shall not be liable for, and shall take the Unit and its proportionate interest in the Common Elements free from, claims for unpaid common or special assessments levied by the Condominium Association which occur prior to the date of possession as aforesaid.

13. Miscellaneous. If a proposed sale, lease, devise, or gift of any Unit Ownership is made by any Unit Owner, after compliance with the foregoing provisions, the purchaser, lessee, devisee, or donee thereunder shall be bound by and be subject to all of the obligations of such Unit Owner with respect to such Unit as provided in this Declaration, and in the case of a lease, said lease shall expressly so provide. The Unit Owner making any such lease shall not be relieved thereby from any of his obligations hereunder. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof, with respect to the Board's right of first option, shall apply to such Unit. If any sale, lease, devise, or gift of a Unit is made or attempted by any Unit Owner without complying with the foregoing provisions, such sale, lease, 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, lease, 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